

STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION  
TRENTON, NEW JERSEY

**NOTICE TO CONTRACTORS**

Notice is hereby given that bid proposals will be received from Bidders classified under N.J.S.A. 27:7-35.2 via the Internet until 10:00:59 A.M. on 7/24/18, downloaded, and publicly opened and read, in the CONFERENCE ROOM-A, 1st Floor F & A Building, New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, NJ 08625; for:

Maintenance Dredging and Channel Improvements for the Metedeconk River/Kettle Creek Complex, Contract No. 053201801, Brick Township, Borough of Point Pleasant, Borough of Bay Head, Borough of Mantoloking and Toms River Township, Ocean County, New Jersey; 100% State, UPC No: 013090, PE No: 6110108, CE No: 2206553, DP No: 18472.

Project Advertisement Date	7/5/18
Project Bid Date	7/24/18
Estimated Completion Date on	12/31/2019
Estimated Range	Range between \$10,000,001 to \$20,000,000
SBE Goals for this Contract	0%
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>
180,690	C.Y.	DREDGING

Pursuant to N.J.S.A. 52:25-24.2, No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

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 this contract.

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 and Workforce Development, 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 cannot 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 Workforce Development" on file with this Department. The attention of bidders is directed to the provisions covering subletting or assigning the contract to Section 108-Prosecution and Completion of the New Jersey Department of Transportation Standard Specifications. The entire work is to be completed on or before the ESTIMATED COMPLETION DATE STATED ABOVE.

Plans, specifications, any addenda to the 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.

DOT reserves its right to reject any and/or all bids in accordance with N.J.S.A. 27:7-30 and N.J.S.A. 27:7-33

**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

**DP# 18472**

**Bid Date: 7/26/2018**

**1 Plan Sheet**

Maintenance Dredging and Channel Improvements for the Metedeconk River / Kettle Creek Complex

Contract No. 053201801, CE Number 2205643, DP Number 18472

Brick Township, Borough of Point Pleasant, Borough of Bay Head, Borough of Mantoloking, Toms River Township, Ocean County, New Jersey

**ADDENDUM NO. 1**

**Page No. 1 of 2**

- **The following project specific attachments are posted for download on BidX:**

\*.XYZ files that represent the conditional bathymetric survey data of the eight channels represented in the Contract Documents. (CND XYZS for the Metedeconk-Kettle Creek Complex Channels.ZIP)

- **The following CHANGES are made to the Plans:**

Attachment No. 1 - Plan Sheet 2 (EDQ-1) NJDOT Standard Item No. 153011M Trainees has been added.

- **The following are responses to questions received from plan holders:**

**Questions Asked By: Mobile Dredging & Video Pipe, Inc.**

**Question No. 1:** Bid Schedule

“Since this project involves dredging multiple reaches with varying pipeline lengths, thicknesses of cuts and other variables, the costs to perform the work in each reach will vary substantially. Can the bid schedule be revised to allow unit prices for dredging in individual reaches?”

**Response to Question No. 1:**

The bid schedule will not be revised. Unit prices for dredging will be all inclusive of the total contract quantity and be included under the pay item MMG014M DREDGING.

**Question No. 3:** Award and NTP

“When does the NJDOT OMR anticipate issuing the award and notice to proceed for this contract?”

**Response to Question No. 3:**

Execution of Contract will be processed expeditiously and NTP issued on or before August 31, 2018.

**DP# 18472**

**Bid Date: 7/26/2018**

**1 Plan Sheet**

Maintenance Dredging and Channel Improvements for the Metedeconk River / Kettle Creek Complex

Contract No. 053201801, CE Number 2205643, DP Number 18472

Brick Township, Borough of Point Pleasant, Borough of Bay Head, Borough of Mantoloking, Toms River Township, Ocean County, New Jersey

**ADDENDUM NO. 1**

**Page No. 2 of 2**

**Questions Asked By: Great Lakes Dredge & Dock Company, LLC**

**Question No. 2:** Pre-Bid Question

“Please provide the .XYZ files of the conditional sounding data collected by Gahagan & Bryant Associates found on the Plan Drawings so that Contractors may perform their own quantity take-offs and dredge planning.”

**Response to Question No. 2:**

The \*.XYZ files will be provided as a project specific downloadable attachment on the BidX website.



T:\52251 Marine Engineering TP066\TO 1 - Upper Bay\Model02-Upper Bay Channels\_EQQ.dwg, 7/12/2018 1:01:11 PM, DWG To PDF.pc3

WSP USA, INC. T:\52251 Marine Engineering TP066\TO 1 - Upper Bay\Model02-Upper Bay Channels\_EQQ.dwg 7/12/2018 1:01 PM JHE-DJ-MANCY PARSONS BRINCKERHOFF BLACK CTB

SEQ NO	ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	PLAN SHEET TOTALS	IF AND WHERE DIRECTED	AS - BUILT QUANTITY	DISTRIBUTION: PLAN SHEET QUANTITY															
								DRG-83															
1	151006M	PERFORMANCE BOND AND PAYMENT BOND	DOLL	1	---	---																	
2	152004P	OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE	DOLL	1	---	---																	
3	152015P	POLLUTION LIABILITY INSURANCE	DOLL	1	---	---																	
4	153009P	BAR CHART PROGRESS SCHEDULE AND UPDATES	L.S.	1	---	---																	
5	153011M	TRAINEES	HOURS	1,000	---	---																	
6	154003P	MOBILIZATION	L.S.	1	---	---																	
7	155003M	FIELD OFFICE TYPE A SET UP	UNIT	1	---	---																	
8	155021M	FIELD OFFICE TYPE A MAINTENANCE	MO	17	---	17																	
9	157004M	CONSTRUCTION LAYOUT	DOLL	1	---	---																	
10	158048M	FLOATING TURBIDITY BARRIER, TYPE 3	L.F.	3,100	2,500	600		2,500															
11	158072M	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	UNIT	2	---	---																	
12	159018M	CONSTRUCTION IDENTIFICATION SIGN, 6' X 12'	UNIT	1	---	1																	
13	161003P	FINAL CLEANUP	L.S.	1	---	---																	
14	201003P	CLEARING SITE	L.S.	1	---	---																	
15	MMG014M	DREDGING	C.Y.	180,690	---	180,690																	

ADDENDUM NO.1  
ATTACHMENT 1

**DP# 18472**

**Bid Date: 7/26/2018**

**1 Plan Sheet**

Maintenance Dredging and Channel Improvements for the Metedeconk River / Kettle Creek Complex

Contract No. 053201801, CE Number 2205643, DP Number 18472

Brick Township, Borough of Point Pleasant, Borough of Bay Head, Borough of Mantoloking, Toms River Township, Ocean County, New Jersey

**ADDENDUM NO. 2**

**Page No. 1 of 2**

- **The following project specific attachments are posted for download on BidX:**

\*.XYZ files that represent the conditional bathymetric survey data of the eight channels represented in the Contract Documents. (CND XYZS for the Metedeconk-Kettle Creek Complex Channels.ZIP)

A \*.PDF file of the July 16, 2018 Voluntary Pre-Bid Meeting project graphic. (Metedeconk Kettle Creek Complex Project Overview PLAN.PDF)

A \*.PDF file that details the questions and answers from the voluntary Pre-Bid meeting of July 16, 2018. (DP 18472 Pre-Bid Meeting Q&A – OMR Revised.PDF)

A \*.PDF file of the sign in sheet for the Pre-Bid meeting (DH18 Pre-bid sign-in sheet.pdf)

- **The following CHANGES are made to the Plans:**

Attachment No. 1 - Plan Sheet 37 (DRG-37) Upper Metedeconk River Channel Arrangement & Geometry Plan – The typical section was revised to show a design depth of -6' MLW.

**The following are responses to questions received from plan holders:**

**Questions Asked By: Mobile Dredging & Video Pipe, Inc.**

**Question No. 4:** Bid Date Extension

“Bidx is stating that Addendum 1 has been issued and questions answered. However, it is still not shown on the web site. Can the bid date be extended?”

**Response to Question No. 4:**

The original letting date of July 26, 2018 will be held.

**Questions Asked By: Great Lakes Dredge & Dock Company, LLC**

**Question No. 5:** Re-Handling

“Is re-handling of material from one dredge area to another allowed? For instance, could the 30' wide section of Beaver Dam Creek North Channel be pumped into the 100' wide section and re-

**DP# 18472**

**Bid Date: 7/26/2018**

**1 Plan Sheet**

Maintenance Dredging and Channel Improvements for the Metedeconk River / Kettle Creek Complex

Contract No. 053201801, CE Number 2205643, DP Number 18472

Brick Township, Borough of Point Pleasant, Borough of Bay Head, Borough of Mantoloking, Toms River Township, Ocean County, New Jersey

**ADDENDUM NO. 2**

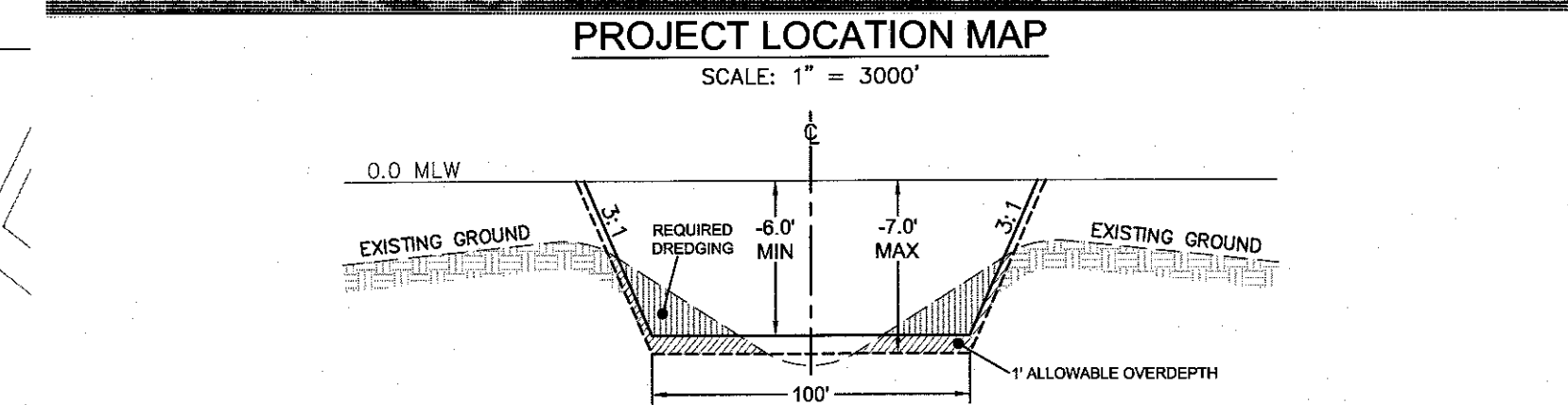
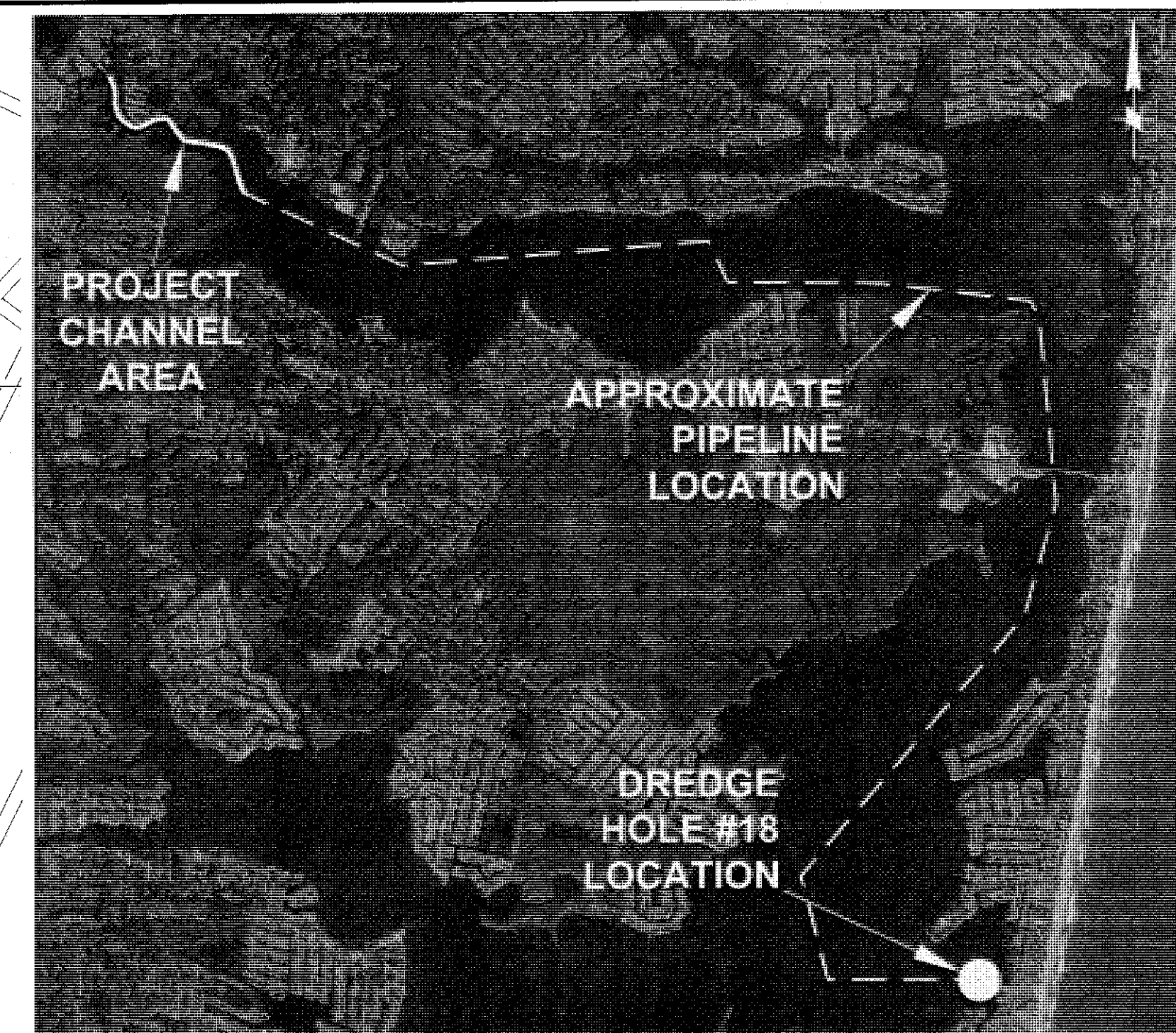
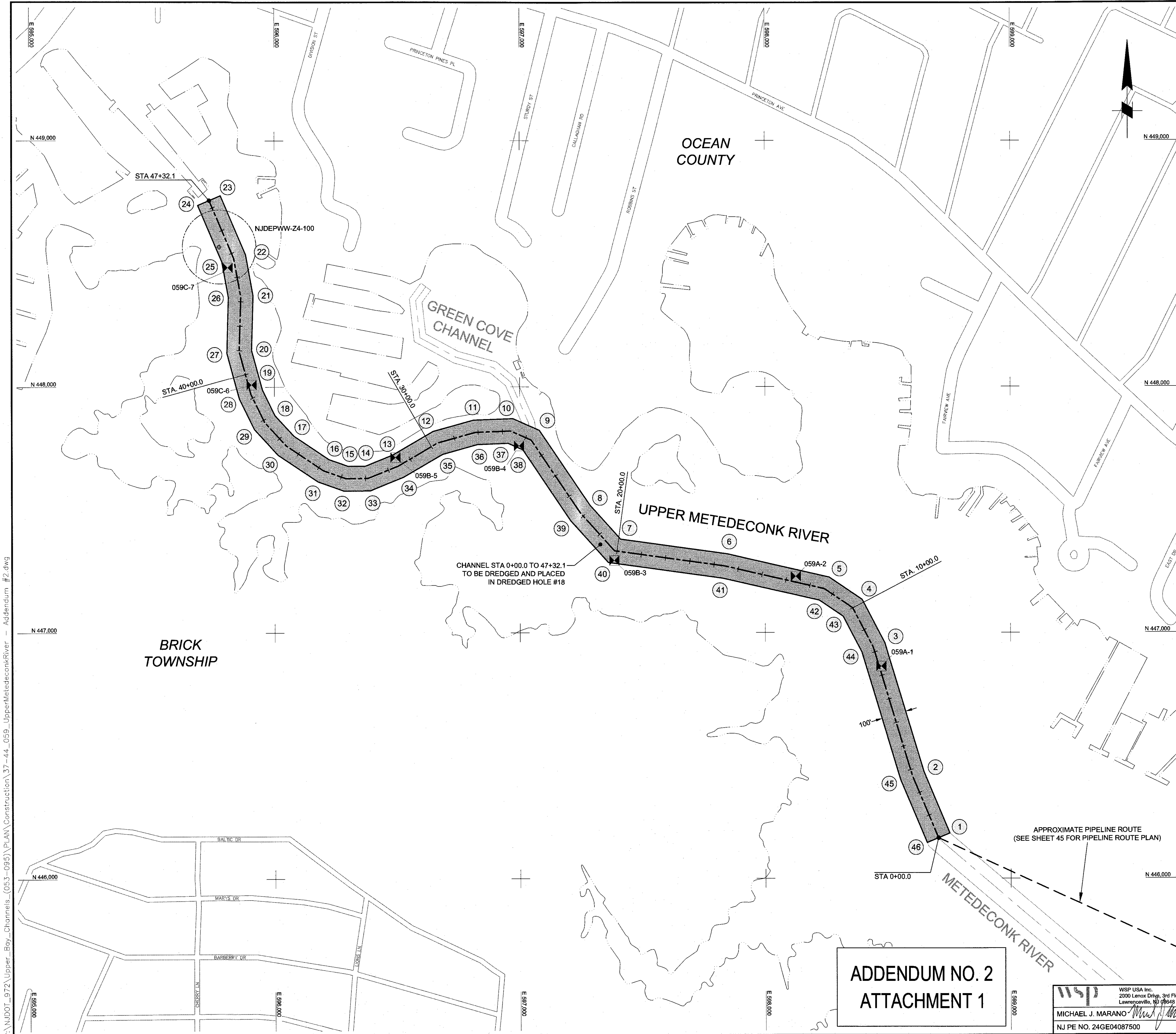
**Page No. 2 of 2**

handled for final disposal at Hole 18? If not, can the section be deleted from the project to avoid the mobilization of a second dredge and a second pipeline?"

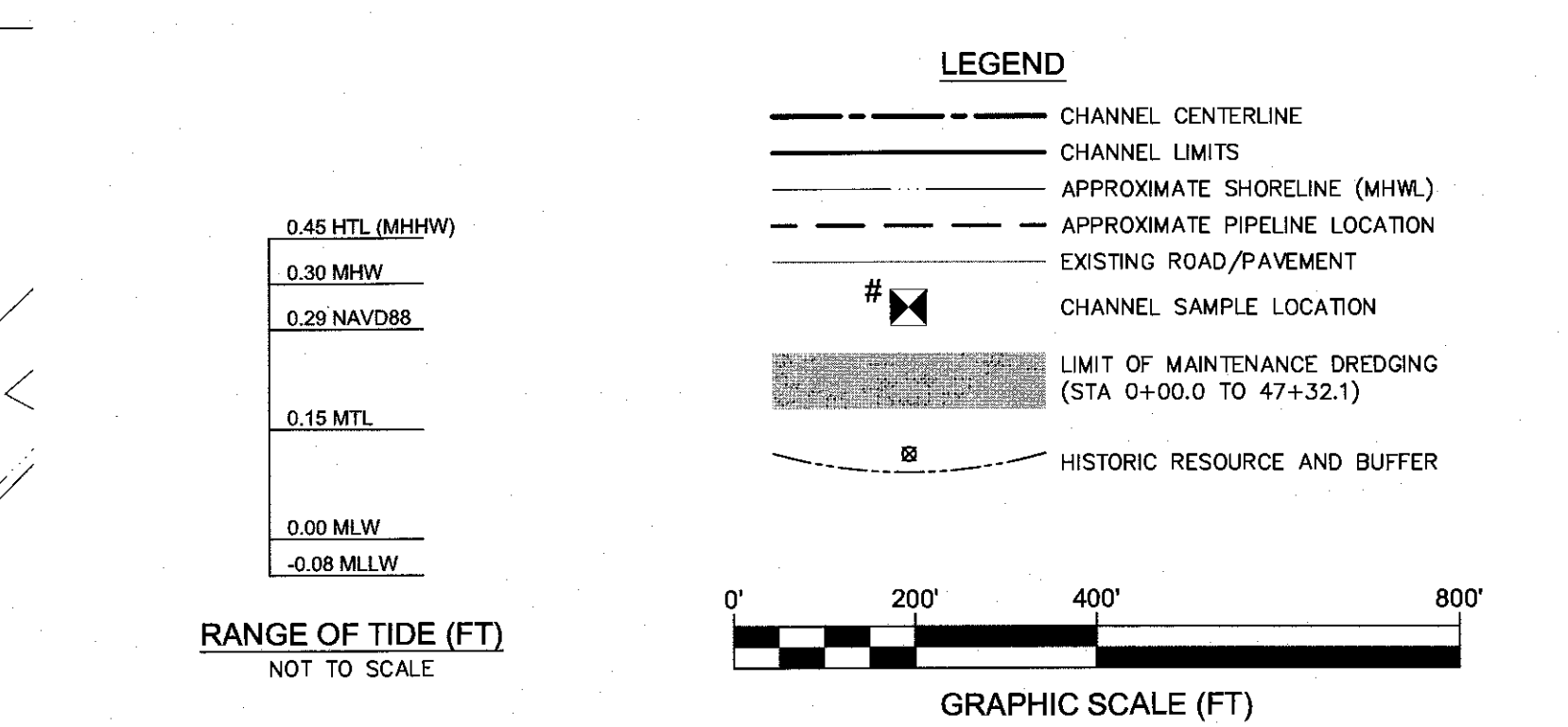
**Response to Question No. 5:**

No. This dredging concept is not presently permitted by the NJDEP or USACE for this project.





- NOTES:
1. VERTICAL DATUM IS IN REFERENCE TO MEAN LOW WATER (MLW). MLW IS 0.29 FEET BELOW THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88). INFORMATION OBTAINED FROM NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA) VDATUM DATUM TRANSFORMATION PROGRAM, VERSION 3.7.
  2. COORDINATES ARE EXPRESSED IN FEET AND REFER TO THE NEW JERSEY STATE PLANE GRID COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983 (NAD83).
  3. EXISTING SHORELINE (MHWL) & DOCK LOCATIONS ARE BASED ON AERIAL IMAGERY AND SHOULD BE CONSIDERED APPROXIMATE.
  4. CONTRACTOR TO ACT IN ACCORDANCE WITH THE ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) PROGRAM WHILE WORKING ADJACENT TO HISTORICAL RESOURCES. SEE SPECIAL PROVISIONS SECTION 105.08.7.A.
  5. AERIAL IMAGERY IS FROM GOOGLE MAPS DATED OCTOBER 2017.



STATE OF NEW JERSEY NJDOT OFFICE OF MARITIME RESOURCES			
TITLE: UPPER METEDECONK RIVER CHANNEL ARRANGEMENT & GEOMETRY PLAN			
PROJECT: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR THE METEDECONK RIVER / KETTLE CREEK COMPLEX CONTRACT NO. 053201801 / CE NO. 2206543 / DP NO. 18472 BRICK TOWNSHIP, BOROUGH OF POINT PLEASANT, BOROUGH OF BAY HEAD, BOROUGH OF MANTOLOKING, TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY			
DRAWN BY: JAM	GAHAGAN & BRYANT ASSOCIATES, INC. CERTIFICATION OF AUTHORIZATION NO. 24GA28192700	PROJECT NO.	
CHECKED BY: SEF	STAN LULEWICZ NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE04770900	SHEET 37 OF 86	
SCALE: AS SHOWN		DWG. NO. DRG - 37	
DATE: JUNE 2018			

REV	DATE	DESCRIPTION	BY	APPR.

ADDENDUM NO. 2  
ATTACHMENT 1

WSP USA Inc.  
2000 Lenox Drive, 3rd Floor  
Lawrenceville, NJ 08648  
MICHAEL J. MARANO  
NJ PE NO. 24GE04087500



## **Notice to Contractors**

### **New Jersey Department of Transportation**

**Maintenance Dredging and Channel Improvements for the Metedeconk River/Kettle Creek Complex, Contract No. 053201801, Brick Township, Borough of Point Pleasant, Borough of Bay Head, Borough of Mantoloking and Toms River Township, Ocean County, New Jersey, Federal Project No: N/A, UPC No. 013090, PE No. 6110108, CE No. 2206543, DP No. 18472**

This project is to perform Maintenance Dredging and Channel Improvements for the Metedeconk River/Kettle Creek Complex in Brick Township, Borough of Point Pleasant, Borough of Bay Head, Borough of Mantoloking and Toms River Township, Ocean County.

This project will be advertised on **July 5, 2018**. Bids will be received on **July 26, 2018** subject to change by addenda.

**This project involves work in the range between \$10,000,0001 to \$20,000,000 .**

A Voluntary Pre-Bid meeting will be held for this project on **July 16, 2018 at 10:00 AM**. Attendance is strongly encouraged. The meeting will be held in Training Room A of the Engineering & Operations building at NJDOT's Main Headquarters located at 1035 Parkway Avenue, Trenton, New Jersey.

If you are interested in attending this meeting, please e-mail your reply (the preferred method) or contact the office listed below by phone by **July 12, 2018**. Please indicate the name of your firm and the number of people who will attend this meeting with your reply.

Genevieve Clifton, Manager  
**ATTENTION:** Sandra Russo  
1035 Parkway Avenue  
P.O. Box 600  
Trenton, NJ 08625  
Tel. No. 609-530-4770  
E-mail address: Sandi.Russo@dot.nj.gov

## **SPECIAL PROVISIONS**

### **MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR THE METEDECONK RIVER / KETTLE CREEK COMPLEX CONTRACT NO. 053201801 / CE NUMBER 2206543 / DP NUMBER 18472**

**BRICK TOWNSHIP, BOROUGH OF POINT PLEASANT, BOROUGH OF BAY HEAD, BOROUGH OF  
MANTOLOKING, AND TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY**

### **AUTHORIZATION OF CONTRACT**

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and USC (United States Code) Title 42 Sections 5170(a), 5170(b), 5172, 5173, and 5192,

### **SPECIFICATIONS TO BE USED**

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) 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.

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

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 website at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevaling\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevaling_wage_determinations.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 NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

Contractor's compliance is required with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States"). Each contractor or subcontractor is prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project

The following information is located at the end of these Special Provisions:

1. Reserved.
2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 3)
4. Federal Equal Employment Opportunity Contract Specifications for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 4)

5. State of New Jersey Mandatory Equal Employment Opportunity Language on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 5)
6. Investigating, Reporting, and Resolving Employment Discrimination and Sexual Harassment Complaints on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 6).
7. Payroll Requirements for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 7)
8. Reserved.
9. Reserved.
10. Federal Mandatory Equal Opportunity Language on Federal Aid Projects. (Federal Aid Project Attachment 10)
11. Byrd Anti-Lobbying Certification. (Federal Aid Project Attachment 11)
12. The Department of Homeland Security Standard Terms and Conditions 2018 (Attachment 12)
13. 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)
2. Example of a Contractor's Daily Production Report – Mechanical Dredging (ExampleDailyProductionMechanical.xlsx)
3. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1500-16-0010.1 WFD160001; Type of Approvals: Waterfront Development Permit In-Water; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Beaver Dam Creek North & South Channel, Bay Head Channel, Green Cove Channel, Upper Metedeconk Channel, Winter Yacht Basin Channel; Municipalities: Brick Township, Boroughs of Point Pleasant, Bay Head and Mantoloking; County: Ocean (1500-16-0010.1 (NJDOT Upper Barnegat Bay).PDF)
4. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1500-16-0009.1 WFD180001 Modification; Type of Approvals: Waterfront Development Permit In-Water Modification; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Kettle Creek Channel, Kettle Creek Sailors Quay Channel, Good Luck Point Channel, Sloop Creek Channel; Municipality: Borough of Lavallette, Berkeley Township, Brick Township, Toms River Township; County: Ocean (1500-16-0009.1 MOD.PDF)
5. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1506-16-0055.1 CZM160001; Type of Approvals: CZGP24 Habitat Creation/Restoration, Water Quality Certificate; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Upper Barnegat Bay NJ State Plane: E:614882.7 N:428,778.7 Block(s) & Lot(s): [N/A, N/A]; Municipality: Brick Twp, County: Ocean (1506-16-0055.1 (DH18).PDF)
6. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1506-16-0055.1 CZM160001Modification; Type of Approvals: CZGP24 Habitat Creation/Restoration, Water Quality Certificate; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Upper Barnegat Bay, NJ State Plane: E:614,882.7 N:428,778.7 Block(s) & Lot(s): [N/A, N/A]; Municipality: Brick Twp, County: Ocean (1506-16-0055.1 MOD (NJDEP DH18).PDF)
7. Department of the Army Permit; Permittee and Permit Number: New Jersey Department of Transportation CENAP-OP-R-2016-0847; Issuing Office: Department of the Army, U.S. Army Corps of Engineers, Philadelphia District, Wannamaker Building – 100 Penn Square East, Philadelphia, Pennsylvania 19107-3390 (2016-00847 signed permit (USACE DH18).PDF)
8. Department of the Army, Philadelphia District Corps of Engineers, Wannamaker Building – 100 Penn Square East, Philadelphia, Pennsylvania 19107-3390, Regulatory Branch, Application Section II, SUBJECT: Modification to Department of Army Permit: CENAP-OP-R-2016-00828-95; New Jersey Department of

Transportation – Office of Maritime Resources; Maintenance Dredging of Kettle Creek Sailors Quay, Kettle Creek, Good Luck Point, and Sloop Creek Channels of Barnegat Bay in the Townships of Brick, Berkeley and Toms River; and Lavallette Borough, Ocean County, New Jersey (2016-00828-95 USACE Mod Ltr Add Dredge Hole #18.PDF)

9. Habitat Restoration Plan; Dredged Hole #18; Upper Barnegat Bay; Ocean County, New Jersey; Matrix New World, Engineering Progress; Prepared for: Sean Flanigan, Gahagan & Bryant Associates, Inc., 9008-O Yellow Brick Road, Baltimore, MD 21237-5608; Prepared By: Matrix New World Engineering, P.C., 26 Columbia Turnpike, Florham Park, NJ 07932; June 2016 (Dredge Hole 18 Habitat Restoration Plan 6.30.16.PDF)
10. Summary of Sediment Sampling and Analysis Plan Results; Upper Barnegat Bay Maintenance Dredging; New Jersey Department of Transportation; Ocean County, New Jersey; Matrix New World, Engineering Progress; Prepared for: Jenn Grenier, AICP; WSP / Parsons Brinckerhoff; 2000 Lenox Drive; Lawrenceville, NJ 08648 Prepared By: Matrix New World Engineering, P.C., 26 Columbia Turnpike, Florham Park, NJ 07932; April 2016 (Summary of Sediment Sampling and Analysis Plan Results.PDF)
11. Upper Barnegat Bay Current Velocities Near Proposed Turbidity Barrier of Dredged Hole #18; Prepared By: Gahagan & Bryant Associates, Inc. (20170628\_DH18\_Current Measurements.PDF)
12. NOAA Nautical Chart 12324 Intracoastal Waterway, New Jersey Sandy Hook to Little Egg Harbor (NOAA 12324.PDF)
13. Ocean County Utilities Authority Re: Existing Utility Locations, Maintenance Dredging and Channel Improvements, OCUA Reference No. 16026 (OCUA As-Built Package\_11-09-2016.PDF)



## **DIVISION 100 – GENERAL PROVISIONS**

### **SECTION 101 – GENERAL INFORMATION**

#### **101.01 INTRODUCTION**

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6 and USC (United States Code) Title 42 Sections 5170(a), 5170(b), 5172, 5173, and 5192, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

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

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

It is the Department's intent to seek reimbursement for eligible project costs from the Federal Emergency Management Agency ("FEMA").

#### **101.01.01 – Contract as FEMA Variation on 2007 Standard Specifications**

Contractor acknowledges that this contract is a variation on the Department's 2007 Standard Specifications for Road and Bridge Construction, which was in part to satisfy the requirements of the Federal Highway Administration and the United States Department of Transportation. Contractor agrees that any requirements of the Contract which refer to the requirements United States Code Titles 23 and 49, or regulations promulgated thereunder, are binding as a matter of contract, even if the Department is not legally required to include such requirements for the purpose of federal compliance.

In the event of an unresolvable conflict between the requirements of Title 23 or 49 and the requirements of the Department of Homeland Security or FEMA, the latter will control.

Contractor will perform its duties in a manner that will not cause the Department to be in violation of any of the laws, regulations, orders or policies listed in Attachment 12, "The Department of Homeland Security Standard Terms and Conditions 2018." Comply with all applicable provisions of Attachment 12, "The Department of Homeland Security Standard Terms and Conditions 2018."

#### **101.02 ABBREVIATIONS**

THE FOLLOWING ABBREVIATIONS ARE ADDED:

AD	after dredge
ADA	Americans with Disabilities Act
AIWW	Atlantic Intracoastal Waterway
BCE	Bureau of Coastal Engineering
BD	before dredge
CDF	Confined Disposal Facility
CFR	Code of Federal Regulations
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprise

DCR/AA	New Jersey Department of Transportation, Division of Civil Rights and Affirmative Action
DH# 18	Dredge Hole Number 18
EEO	Equal Employment Opportunity
EHP	Environmental Planning and Historic Preservation Program
ESBE	Emerging Small Business Enterprise
FEMA	Federal Emergency Management Administration
GFE	Good Faith Effort
HDPE	High Density Polyethylene
MHW	Mean High Water
MHHW	Mean Higher High Water
MLW	Mean Low Water
MLLW	Mean Lower Low Water
MTL	Mean Tide Line
NAD '83	North American Datum 1983 (Horizontal)
NAVD'88	North American Vertical Datum 1988 (Vertical)
NJICWW	New Jersey Intracoastal Waterway
OJT	On-The-Job-Training
OMR	Office of Maritime Resources
RE	Resident Engineer
SAV	Submerged Aquatic Vegetation
SBE	Small Business Enterprise
USC	United States Code
USDOL	United States Department of Labor

### 101.03 TERMS

THE FOLLOWING TERMS ARE CHANGED.

**Contractor.** The individual, firm, partnership, corporation, joint venture, or any acceptable combination thereof contracting with the Department for performance of the Contract. For the purpose of carrying out the Contract, it also means the Contractor's representative.

**pavement structure.** The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed (see Figure 101-1). These various courses are defined as follows:

1. **pavement.** One or more layers of specified material of designed thickness at the top of the pavement structure.
2. **base course.** One or more layers of specified material of designed thickness placed on the subgrade or subbase.
3. **subbase.** One or more layers of specified material of designed thickness placed on the subgrade.

**Subcontractor.** An individual, firm, partnership, corporation, joint venture, or any acceptable combination thereof, to which the Contractor subcontracts part of the Work pursuant to 108.01.

THE FOLLOWING TERMS ARE ADDED.

**Commercially Useful Function.** Occurrences in which the subcontractor is be responsible for the execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved., and with respect to materials and supplies used on the contract, prepares the estimate, negotiates price, determines quality and quantity, orders the material, arranges delivery, installs (where applicable), and pays for the material and supplies itself for the project.

**Discrimination.** That act (or action) whether intentional or unintentional, through which a person in the United States, solely because of race, creed, color, national origin, age, ancestry, nationality, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or disability has been otherwise subjected to unequal treatment.

**Federal Aid Project.** Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

**Federal Aid Project Attachments.** Attachments to the Contract Special Provision document, used for Federal aid projects.

**ITS commissioning.** Completion of Level A testing of an Intelligent Transportation System per 704.03.01. This does not constitute Acceptance by the Department of the work.

**State Funded Project Attachments.** Attachments to the Contract Special Provision document, used for wholly state funded contracts.

**Special Provisions.** Project specific specifications, non-standard specifications, and requirements for the performance of prescribed work which, in addition to the Standard Specifications, is part of the Contract documents.

#### **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.

#### **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 SECOND PARAGRAPH:

MAINTENANCE DREDGING OF THE METEDECONK RIVER / KETTLE CREEK COMPLEX  
DP 18472

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 hydrographic surveys, sediment sampling, and laboratory tests on the dates indicated.

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

The materials to be excavated are anticipated to be 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.



**2. Utility Agreements.**

THE LAST SENTENCE IS DELETED.

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

ENTIRE PART IS CHANGED TO:

The Department will provide a list of existing structures bearing structure numbers within the Project on the Plans. The Department will list the existing plans including structural plans, contour maps and as-built plans used in the development of the Contract in the Special Provisions. The Bidder may download the existing plans including structural plans, contour maps and as-built plans of Department-owned facilities through the electronic bidding process along with the Proposal documents. The Bidder shall obtain plans of municipality-owned or county-owned facilities through the municipality or county. The Bidder shall verify information obtained from the existing documents with regard to its application to bidding and performing the Contract.

Existing Plans including structural plans, contour maps and as-built plans used are as follows:

- a. State of New Jersey  
Department of Environmental Protection  
Division of Coastal Resources  
Bureau of Coastal Engineering  
Pre-Dredge Survey  
Beaver Dam – North & South Channel  
Brick Township, Ocean County  
D.B.C. Project No. P-402  
Prepared By Cahn Inc.  
Engineering – Planning  
510 South Burnt Mill Road  
Voorhees, NJ 08043  
Sheets 1-3
- b. State of New Jersey  
Department of Environmental Protection  
Division of Coastal Resources  
Bureau of Coastal Engineering  
Proposed Dredging  
North BeaverDam Creek  
Township of Brick & Borough of Point Pleasant,  
County of Ocean  
Date: Nov. 14, 1988  
Sheets 1-4 and Sheet 1 of 1
- c. Project No. 298  
State of New Jersey  
Department of Conservation and Economic Development  
Division of Planning and Development  
Survey Before Dredging  
Survey After Dredging  
Metedeconk River  
Township of Brick  
County of Ocean  
June 1, 1949
- d. Project No. 2036  
State of New Jersey  
Department of Environmental Protection  
Division of Coastal Resources

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

THE FOLLOWING IS ADDED AFTER THE FIFTH PARAGRAPH:

On Federal aid projects, all Bidders shall keep records of all DBE and non-DBE firms that provide a bid or quote to the Bidder for the Contract for use in providing the information to the Department in the development of a Bidder's List. The records will include the name, address, phone number, E-mail address, DBE/ESBE status of the firm, NAICS Code(s) applicable to the kind of work the firm would perform on the project and type of work for subcontracted work for each DBE and non-DBE firm that provides a bid or quote for the Contract. This information shall be made available to the Department upon request.

For each Federal aid contract that they submit a Bid, each Bidder shall prepare a CR-261 - DBE and non-DBE Firms Providing a Bid or Quote for the Contract form. All Bidders are required to submit this information on a yearly basis to the Department, with the information submitted to the Division of Civil Rights and Affirmative Action by September 30 of each year.

#### **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.
8. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at <https://njucp.dbesystem.com/>.

A directory of certified Emerging Small Business Enterprise firms can be found in the Emerging Small Business Program online directory at <http://www.state.nj.us/transportation/business/civilrights/pdf/ESBEDirectory.pdf>.

A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp).

All of the above directories are to be used as a source of information only and does not relieve the Bidder of their responsibility to seek out Enterprises not listed, prior to bidding.

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

THE ENTIRE SUBSECTION IS CHANGED TO:

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsiveness. Failure of a Bidder to follow the requirements of 102.10 demonstrates a lack of responsiveness.

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include, but are not limited to:

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
3. Reserved.
4. . Reserved.
5. . Reserved.
6. Reserved.
7. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE/ESBE/SBE Regular Dealer/Supplier listed on the CR-266, if applicable.
8. Failure of the bidder to meet the Contract DBE, ESBE or SBE goal, or make adequate good faith efforts to do so.
9. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
10. Lack of competency or lack of adequate machinery, plant, or other equipment.
11. Unsatisfactory performance on previous or current contracts.
12. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
13. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
14. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
15. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at <https://www.sam.gov/portal/SAM/#1forfederallyassistedcontracts>.

### **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.

#### **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**

### **105.01 AUTHORITY OF THE DEPARTMENT**

#### **105.01.01 RE**

THE LAST PARAGRAPH IS CHANGED TO:

The RE has the authority to suspend the Work wholly or in part and to suspend Estimates, as specified in 109.05, for failure of the Contractor to correct conditions unsafe for the workers or the general public, for failure to carry out provisions of the Contract, including but not limited to DBE/ESBE/SBE program regulations in the administration of the Contract, or for failure to comply with RE direction. The RE also has the authority to suspend the Work wholly or in part for unsuitable weather, for conditions considered unsuitable for the prosecution of the Work or portion of the Work, or for any other condition or reason deemed to be in the interest of the public.

THE FOLLOWING NEW SUBPART IS ADDED:

#### **105.01.03 Contractor Performance Evaluation**

Pursuant to N.J.A.C. 16:44-1 et seq., the Department will assign Performance Evaluation ratings to determine the Contractor's Work Classification Limit.

The RE will perform a Contractor Performance Evaluation using the Department's form DC-83 that is current at the time of bid. The Department's form DC-83 is available at <http://www.state.nj.us/transportation/eng/forms/>. The RE will perform the Contractor Performance Evaluation at the end of the annual rating period, which extends from January 1 through December 31, if the value of work performed is at least 25% of the Total Adjusted Contract Price or has a value of more than \$1 million. If a Project is completed prior to the end of the regular annual rating period, the RE will perform the Contractor Performance Evaluation when the Department initiates a Certificate of Completion. The Department may extend the rating period or decide to not perform a Contractor Performance Evaluation Rating at its sole discretion, and will provide the Contractor with written notification of a decision to extend a rating period or to not perform a Contractor Performance Evaluation Rating. The RE will provide the Contractor with the breakdown and weighting of the Quality/Contract Compliance subcategories at the preconstruction conference. The Contractor Performance Evaluation process is not an administrative process and is contractual in nature.

Meet with the RE to review the Contractor Performance Evaluation rating when requested by the RE. A protest regarding the Performance Evaluation rating will be resolved through the Rating Review meeting process specified in this Subpart and not through the Contractual Claim Resolution Process specified in Subsection 107.12.

The Contractor may only protest a Contractor Performance Evaluation rating of less than 70. If the Contractor receives a Contractor Performance Evaluation rating of less than 70, the Contractor may protest the assigned rating by submitting a request for a Rating Review meeting with the Department Manager as specified in Subsection 101.04 (2) of the Special Provisions, responsible for the administration of the construction. Submit a written request for a Rating Review meeting to the Department Manager within 15 days of receiving the Contractor Performance Evaluation Rating from the RE. Provide with the request for a Rating Review Meeting a specific and detailed statement of the reasons for the protest and provide a copy of any documents that the Contractor wants the Department to consider. The Contractor waives its right to protest a Contractor Performance Evaluation Rating if it does not submit a written request for a Rating Review meeting within 15 days of the Contractor's receipt of the Contractor Performance Evaluation Rating.

The Department Manager will schedule and hold a meeting to review the Contractor's Performance Evaluation with the Contractor and hear the Contractor's protest within 30 days of receiving the Contractor's request for a Rating Review meeting. The Department Manager will issue a written decision upholding or adjusting the Performance Evaluation rating within 10 days of conducting the Rating Review meeting.

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

THE FIRST PARAGRAPH OF PART 1 IS CHANGED TO:

- 1. Labor.** Employ workers that have sufficient skill and experience to properly perform the work assigned to them. Do not engage or employ current Department employees or workers that would cause the worker to be in violation of N.J.S.A. 52:13D-17. Do not engage or employ any former federal, state, or municipal worker

who has been personally or individually debarred or subject to a forfeiture of public office pursuant to N.J.S.A. 2C:51-2.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH OF PART 1:

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. As applicable, comply with the provisions of the Contract Work Hours and Safety Standards Act, 40 USC Section 3702 and 3704, and implemented by 29 CFR Part 5, 29 CFR Part 2916, and 2 CFR Part 200, Appendix II.

THE FOLLOWING SUBPART IS ADDED:

**105.02.05 Civil Rights Requirements**

The Contractor is obligated to comply with Title VI of the Civil Rights Act of 1964, and 28 CFR Section 50.3, 2 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II, 44 CFR Part 7 and any other Rules relative to Nondiscrimination as they may be amended from time to time, which are herein and incorporated by reference and made part of the Contract. The Contractor in the performance of the Contract agrees to comply with nondiscrimination regulations and other requirements as specified in Section 107. Failure of a Contractor to comply with the nondiscrimination provisions of the Contract may result in the actions as set forth as specified in Sections 105, 108 and 109.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project.

- 1. Federal Aid Projects.** On contracts containing Federal funding, Federal EEO regulations and goals apply as specified in Federal Aid Project Attachments 1 through 11. The DCR/AA monitors and reviews these projects on behalf of the FEMA (2 CFR Part 200).

Ensure compliance with the labor standards provisions of the Contract. Submit weekly certified payrolls as required in the Contract. Failure of a Contractor to meet the requirements of this paragraph may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in Section 108.

Obtain subcontract agreements as specified in Section 108. Failure of a Contractor to meet this requirement may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in Section 108.

The Contractor is responsible for compliance by any subcontractor, lower tier subcontractor as specified in Section 108.

The Contractor and subcontractors are required to provide all information and reports as specified in Section 107.

## **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 × 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.

THE FOLLOWING IS ADDED:

### **1. Work Plan**

Prior to commencement of dredging operations, prepare and submit for approval a work plan drawing that shows the locations and intended sequential order of mobilization and dredging work in detailed increments of no greater than one (1) calendar days duration. For each project channel, 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. Complete and include in the Work Plan the sample equipment schedule and relevant project experience forms provided as an attachment to these Special Provisions.

Submit a detailed description of the equipment, means and methods of material placement. Include details that shows methods to place dredged material within the confines of the DH#18 placement site such that the permit requirements are maintained. Provide dredging and placement sequence that executes the required layering as shown on the plans. Include equipment, attachments, diffusers and construction methods that places the material in vertical lifts such that displacement of underlying material is limited and so that differential filling is limited to two feet. Propose frequency of survey data collection for proper DH#18 placement assessment.

### **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 or submerged). 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 sites.

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.

TABLE 105.05-1 IS CHANGED TO:

Table 105.05 1 – Working Drawing Submission Category	
Certified	Approved
Work Plan	
Pipeline Route Plan	
Channel Closure Plan	

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 30 days for review and certification or rejection and return of certified working drawings.

1. **Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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.

THE FIRST PARAGRAPH AFTER 105.05 PART 2 “APPROVED WORKING DRAWINGS” IS CHANGED TO:

After the submitted working drawings have been stamped “CERTIFIED,” “CERTIFIED AS NOTED,” or “APPROVED,” submit the final drawings, including the Designer’s stamp, the Department’s stamp, and the Contractor’s approval stamp, containing the word “APPROVED,” and the Contractor’s original signature and date on 3.15 mil minimum polyester film to the RE at least 30 days before Completion. Also, submit the specified number of copies on bond. Ensure that lines and lettering are opaque and of sufficient height and width so that legible 11 × 17 inch reductions may be made.

#### 105.07.01 Working in the Vicinity of Utilities

##### A. Initial Notice.

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:

Brick Township, Ocean County

##### ELECTRIC

Jersey Central Power and Light

Mr. Harvey Lockley

331 Newman Spring Road, Building 3

Red Bank, NJ 07701

hlockley@firstenergycorp.com

Telephone: 732-212-4262

TELECOMMUNICATION

Verizon New Jersey, Inc.  
Mr. Frank Antisell  
6000 Hadley Road  
South Plainfield, NJ 07080  
Frank.t.antisell@verizon.com  
Telephone: 908-412-6160

GAS

New Jersey Natural Gas Company  
John Wyckoff  
1415 Wyckoff Road  
P.O. Box 1464  
Wall, NJ 07719  
jbwyckoff@njng.com  
Telephone: 732-938-7864  
Fax: 732-919-7854

CABLE TELEVISION

Comcast Cable Communications Management, LLC  
Mr. Sal DiMaggio  
403 South Street  
Eatontown, NJ 07724  
Salvatore\_dimaggio@cable.comcast.com  
Telephone: 732-652-2720

WATER

Brick Township Municipal Utilities Authority  
Mr. Stephen T. Specht, P.E.  
1551 Highway 88 West  
Brick, NJ 08724  
specht@brickmua.com  
Telephone: 732-458-7000

SANITARY

Brick Township Municipal Utilities Authority  
Mr. Stephen T. Specht, P.E.  
1551 Highway 88 West  
Brick, NJ 08724  
specht@brickmua.com  
Telephone: 732-458-7000

Borough of Point Pleasant, Ocean County

ELECTRIC

Jersey Central Power and Light  
Mr. Harvey Lockley  
331 Newman Spring Road, Building 3  
Red Bank, NJ 07701  
hlockley@firstenergycorp.com  
Telephone: 732-212-4262

TELECOMMUNICATION

Verizon New Jersey, Inc.  
Mr. Frank Antisell  
6000 Hadley Road  
South Plainfield, NJ 07080  
Frank.t.antisell@verizon.com  
Telephone: 908-412-6160

GAS

New Jersey Natural Gas Company  
John Wyckoff  
1415 Wyckoff Road  
P.O. Box 1464  
Wall, NJ 07719  
jbwyckoff@njng.com  
Telephone: 732-938-7864  
Fax: 732-919-7854

CABLE TELEVISION

Comcast Cable Communications Management, LLC  
Mr. Sal DiMaggio  
403 South Street  
Eatontown, NJ 07724  
Salvatore\_dimaggio@cable.comcast.com  
Telephone: 732-652-2720

WATER

Borough of Point Pleasant Public Works  
Mr. Thomas Falke  
730 Albert Clifton Avenue  
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SANITARY

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Borough of Bay Head, Ocean County

ELECTRIC

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TELECOMMUNICATION

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GAS

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CABLE TELEVISION

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WATER

New Jersey American Water Company, Inc.  
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SANITARY

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Borough of Mantoloking, Ocean County

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SANITARY

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Toms River Township, Ocean County

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SANITARY

Toms River Department of Public Works  
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**105.08 ENVIRONMENTAL PROTECTION**

THE LAST SENTENCE OF THE FIFTH PARAGRAPH IS DELETED. ADD THE FOLLOWING TWO PARAGRAPHS 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.

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. These permit(s) and authorization(s) are available as attachments to these Special Provisions and the Conditions herein.

1. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1500-16-0010.1 WFD160001; Type of Approvals: Waterfront Development Permit In-Water; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Beaver Dam Creek North & South Channel, Bay Head Channel, Green Cove Channel, Upper Metedeconk Channel, Winter Yacht Basin Channel; Municipalities: Brick Township, Boroughs of Point Pleasant, Bay Head and Mantoloking; County: Ocean (1500-16-0010.1 (NJDOT Upper Barnegat Bay).PDF)
2. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1500-16-0009.1 WFD180001 Modification; Type of Approvals: Waterfront Development Permit In-Water Modification; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Kettle Creek Channel, Kettle Creek Sailors Quay Channel, Good Luck Point Channel, Sloop Creek Channel; Municipality: Borough of Lavallette, Berkeley Township, Brick Township, Toms River Township; County: Ocean (1500-16-0009.1 MOD.PDF)
3. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1506-16-0055.1 CZM160001; Type of Approvals: CZGP24 Habitat Creation/Restoration, Water Quality Certificate; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Upper Barnegat Bay NJ State Plane: E:614882.7 N:428,778.7 Block(s) & Lot(s): [N/A, N/A]; Municipality: Brick Twp, County: Ocean (1506-16-0055.1 (DH18).PDF)
4. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1506-16-0055.1 CZM160001 Modification; Type of Approvals: CZGP24 Habitat Creation/Restoration, Water Quality Certificate; Permittee: NJDOT Office of Maritime Resources, 1035 Parkway Ave, Trenton, NJ 08625; Site Location: Upper Barnegat Bay, NJ State Plane: E:614,882.7 N:428,778.7 Block(s) & Lot(s): [N/A, N/A]; Municipality: Brick Twp, County: Ocean (1506-16-0055.1 MOD (NJDEP DH18).PDF)
5. Department of the Army Permit; Permittee and Permit Number: New Jersey Department of Transportation CENAP-OP-R-2016-0847; Issuing Office: Department of the Army, U.S. Army Corps of Engineers, Philadelphia District, Wannamaker Building – 100 Penn Square East, Philadelphia, Pennsylvania 19107-3390 (2016-00847 signed permit (USACE DH18).PDF)
6. Department of the Army, Philadelphia District Corps of Engineers, Wannamaker Building – 100 Penn Square East, Philadelphia, Pennsylvania 19107-3390, Regulatory Branch, Application Section II, SUBJECT: Modification to Department of Army Permit: CENAP-OP-R-2016-00828-95; New Jersey Department of Transportation – Office of Maritime Resources; Maintenance Dredging of Kettle Creek Sailors Quay, Kettle Creek, Good Luck Point, and Sloop Creek Channels of Barnegat Bay in the Townships of Brick, Berkeley and Toms River; and Lavallette Borough, Ocean County, New Jersey (2016-00828-95 USACE Mod Ltr Add Dredge Hole #18.PDF)
7. Habitat Restoration Plan; Dredged Hole #18; Upper Barnegat Bay; Ocean County, New Jersey; Matrix New World, Engineering Progress; Prepared for: Sean Flanigan, Gahagan & Bryant Associates, Inc., 9008-O Yellow

**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, 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. Indicate the features designed to protect the road structure and the environment from dredged material spills or pipeline leaks for all pipeline road crossings or tunnels.
- 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 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 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.

There are documented locations of historical resources and associated buffer areas shown on the plans. Provide the RE with 48 hours advance notice prior to dredging during weekday working hours in the vicinity of the historic resource buffer area, and 72 hours advanced notification for weekend dredging hours. All dredging activity within the historic resource buffer areas must be observed by the State representative EHP inspector/observer. If any debris is observed within the historic resource buffer area during active dredging, immediately stop all dredging activities in the buffer area until notified by the EHP inspector/observer to resume dredging within the buffer area.

**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 Resident Engineer, 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 within 24 hours of occurrence.

**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 and special conditions as prescribed by the approved permits and/or permit modifications.

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 operations.

**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.

**8. National Environmental Protection Act (NEPA).** As required by the Department, DHS or FEMA comply with the provisions of the National Environmental Policy Act of 1969, Pub. L. 91-190, (codified at 42 USC Sections 4321-4347, and FEMA Policy No. 108.024.4 “Projects Initiated Without Environmental Review Required by the National Environmental Policy Act (NEPA)”, dated Dec. 18, 2013, in order to allow the Department to obtain reimbursement or as otherwise required by law..

**9. Endangered Species Act.** Comply with the Endangered Species Act of 1973, Pub. L. 93-205 (1973) (codified at 16 USC 1531-1544.

**10. Clean Air Act.** Comply with the Clean Air Act, 42 USC 7401-7671, and as implemented in 2 CFR Part 200, Appendix II..

**11. Clean Water Act.** Comply with the Clean Water Act, 33 USC 1251-1387, and as implemented in 2 CFR Part 200, Appendix II.

THE FOLLOWING SUBSECTION IS ADDED:

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

Water access to the dredging site is from the Atlantic Ocean, Barnegat Bay, and NJICWW. Access to watercraft transport locations may be made via the interstate highway system, the Garden State Parkway, NJ Route 37, NJ Route 35, Ocean County Route 526 and local streets in the various municipalities where work is proposed. Rail and airport facilities may not be available within close proximity to the work sites.

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 106 – CONTROL OF MATERIAL**

#### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the contract. Comply with 2 CFR 200.322 Procurement of Recovered Materials “to the highest percentage of recovered materials practicable” where the purchase price of the covered item listed exceeds \$10,000. Use materials that conform to the requirements of the contract. When required by the Contract, use only products and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in 106.04.

#### **106.09 SUBSTITUTES FOR PROPRIETARY ITEMS**

THE FOLLOWING NEW SECTION IS ADDED:



## **106.10 USE OF UNITED STATES FLAG VESSELS**

For Federal-Aid projects, comply with the Cargo Preference Act of 1954 as amended (46 U.S.C. 1241(b)) and the requirements of 46 CFR 381. Use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) whenever shipping any equipment, material or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels, and ensure that within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, submit a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the RE and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 in accordance with 46 CFR 381.7(a)-(b).

## **SECTION 107 – LEGAL RELATIONS**

### **107.02 DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS**

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

#### **107.02 NONDISCRIMINATION**

It is the policy of the Department that anyone performing work under any program, activity, or Contract with the Department, shall not discriminate on the basis of race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, affectional or sexual orientation, gender identity or expression, religion, liability for military service, veteran's status, income level or ability to read, write or speak English.

Pursuant to N.J.S.A. 10:2-1, the Contractor agrees that in the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies, or services to be acquired under this Contract, no contractor, nor any person acting on their behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies, or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and this contract may be terminated by the Department, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the Department of any prior violation of this section of the contract.

**Standard Title VI Assurance.** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), in accordance with Title VI /Nondiscrimination Assurance – Appendix A, 44 CFR Part 7, and 6 CFR Part 21, agrees as follows:

- 1. Compliance with Regulations:** The Contractor will comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), as they may be amended from time to time, which herein incorporated by reference and made a part of this Contract.
- 2. Nondiscrimination:** The Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, affectional or sexual orientation, gender identity or expression, religion, liability for military service, veteran's status, income level or ability to read, write or speak English in the

selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including 44 CFR Part 7 and 6 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and Regulations relative to nondiscrimination on the grounds of race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, affectional or sexual orientation, gender identity or expression, religion, liability for military service, veteran's status, income level or ability to read, write or speak English.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or FEMA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Department or FEMA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Department will impose such Contract sanctions as it or FEMA may determine to be appropriate, including, but not limited to:
  1. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
  2. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Department or FEMA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") in accordance with the Title VI /Nondiscrimination Assurance – Appendix E, Title VII of the Civil Rights Act of 1968, 44 CFR Part 7, and 6 CFR Part 21, agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252).
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601);
3. Reserved.
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended; and 44 CFR Part 16;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.);
6. Reserved;
7. The Civil Rights Restoration Act of 1987, (PL 100-209);
8. Title II and III of the Americans with Disabilities Act (42 U.S.C. § 12101- - 12213); 9. Reserved.
10. Executive Order 12898, Federal Actions to address Environmental Justice in Minority Populations and Low Income Populations;
11. Executive Order 13166, Improving Access to services for Persons with Limited English Proficiency" (70 Fed. Reg. at 74087 to 74100) and implementing guidance from DHS found at 76 Fed. Reg. 21755-21768 (Apr. 18, 2011);
12. ) Reserved.
13. 49 CFR Part 26
14. Executive Orders 11246 and 11375 as amended

15. Section 503 of the Rehabilitation Act of 1973 as amended, and implemented in 41 CFR Part 60;
16. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, as amended
17. New Jersey Statutes N.J.S.A. 10:5-31 et seq.
18. New Jersey P.L. 1975 Chapter 27
19. Age Discrimination in Employment Act of 1967, codified at 29 USC Section 623.

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

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

**107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES OR EMERGING SMALL BUSINESS ENTERPRISES, AND SMALL BUSINESS ENTERPRISES**

It is the public policy of the State and of the United States that no individual, group, firm, corporation or joint venture working on or seeking to work on a Public Works Project should be discriminated against on the basis of race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, liability for military service, affectional or sexual orientation, atypical cellular or blood trait, or genetic information (including the refusal to submit to genetic testing). The Department has developed Affirmative Action, Disadvantaged Business Enterprise, or Emerging Small Business Enterprise Programs to implement this policy, and the regulations and requirements applicable to the Contract are contained in the Special Provisions. The Department will resolve conflicts between these regulations and requirements and the other provisions of the Contract to further the above stated public policy.

**Contract Assurance.** The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 of the law and regulations pertaining to the Department of Homeland Security and Federal Emergency Management Agency in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsive.

**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 of the Proposed Final Certificate 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.

#### **107.14 PATENTED DEVICES, MATERIALS, AND PROCESSES**

THE FOLLOWING IS ADDED

Observe 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations set forth by the DHS or FEMA if State contract is for the performance of experimental, developmental, or research work funded under a Federal Aid Project.

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 PARAGRAPH IS ADDED BEFORE THE FIRST PARAGRAPH:

Do not discriminate on the grounds of race, creed, color, national origin, age, ancestry, nationality, marital/domestic partnership/civil union status, gender, disability, religion, affectional or sexual orientation, gender identity or expression, family status, atypical cellular or blood trait, genetic information, military service, or veterans status, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or firm will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and Regulations relative to Nondiscrimination.

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

Ensure that DBEs/ESBEs have an equal opportunity to receive and participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Ensure that SBEs have an equal opportunity to receive and participate in the performance of contracts financed in whole with State funds in performing work with the Department.

THE FOLLOWING SUBPART IS ADDED TO THE FIRST PARAGRAPH:

4. Prior to mobilization provide to the RE, a current list of all Subcontractors and a detailed description of their scopes of work.

##### **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.

**2. Limits and Restrictions.**

PART 3 IS CHANGED TO:

3. The Contractor is barred from subcontracting to firms and individuals suspended or debarred by the Department or included in the State of New Jersey Consolidated Debarment Report maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, joint venture, or limited liability corporation applying to do subcontract work nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government's System for Award Management (SAM), located at: <https://www.sam.gov/portal/SAM/#1>.

**3. Subcontract Requirements.**

THE ENTIRE PART 3 IS CHANGED TO:

- 3. Subcontract Requirements.** Ensure that subcontract agreements include the following Contract provisions:
- a. Federal Aid Projects.** When subcontracting work on a Federal Aid project, ensure the following are included in the subcontract agreement.
1. . Reserved.
  2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects (Federal Aid Project Attachment 2).
  3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects (Federal Aid Project Attachment 3).
  4. Federal Equal Employment Opportunity Contract Specifications for NJDOT Federal Aid Projects (Federal Aid Project Attachment 4).
  5. State of New Jersey Mandatory Equal Employment Opportunity Language on NJDOT Federal Aid Projects (Federal Aid Project Attachment 5).
  6. Investigating, Reporting, and Resolving Employment Discrimination and Sexual Harassment Complaints on NJDOT Federal Aid Projects (Federal Aid Project Attachment 6).
  7. Payroll Requirements for NJDOT Federal Aid Projects (Federal Aid Project Attachment 7).
  8. FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts as amended or supplemented (Federal Aid Project Attachment 8).
  9. State Mandatory Addendum to FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts as Amended or Supplemented (Federal Aid Project Attachment 9).
  10. Federal Mandatory Equal Opportunity Language on Federal Aid Projects (Federal Aid Project Attachment 10).
  11. Byrd Anti-Lobbying Certification (Federal Aid Project Attachment 11).
  12. The Standard Title VI Assurance found in Subsection 107.02, as amended or supplemented.
  13. General Wage Determinations Issued Under the Davis-Bacon and Related Acts.
  14. New Jersey Department of Labor Prevailing Wage Rate Determination.
  15. New Jersey Department of Transportation Code of Ethics for Vendors.

16. Subsection 107.04 as amended or supplemented.
17. Subsection 106.10 as amended or supplemented.
18. The Contract Assurance found in Subsection 107.03, as amended or supplemented.

## **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 ten (10) 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 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 or dredge operator's delay log with each Daily Report of Operations. For cutter-hydraulic dredges, describe and record delays for any period when the dredge pump is not operating and pumping dredged material. For mechanical dredges, describe and record delays for any period when the dredge is not loading the transport vessel. 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 Dredge Hole filling operation. 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.

### **Computerized Cutterhead / Bucket Positioning System**

For all dredging, and for each dredge employed under this Contract, utilize a computerized positioning system capable of representing, recording, and displaying the horizontal and vertical position of the cutterhead or bucket at any given time throughout the dredging cycle. Commercially available or custom tracking systems meeting the requirements of this section will be considered for approval by the RE. The approved system must be capable of producing a record of the horizontal and vertical (x,y,z) positioning of the cutterhead or bucket in an approved electronic format at intervals of no greater than 5 seconds throughout the dredging cycle. The approved system must also be capable of representing, recording or displaying the horizontal position of the cutterhead or bucket footprint in a .dwg file or similar digital format. The method of obtaining and reporting this positioning data must be satisfactory to the RE. The positioning record file(s) will be submitted daily. Such submittal will be transmitted at the same time as the daily production reports for the dredge(s). The approved system must be demonstrated to be installed and working satisfactorily prior to the initial or continuing use of any dredge on the project.

## **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. Complete all work required for Substantial Completion on or before December 31, 2019.
- B. Achieve Completion on or before February 1, 2020.

### **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 LISTS UNDER THE FIRST PARAGRAPH IS CHANGED TO:

- 11. Fails to comply with Contract requirements regarding minimum wage payments or equal employment opportunity requirements.

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 \$ \$1,100.00.
- 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 \$ 550.00.

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.

THE LAST SENTENCE OF THE LAST PARAGRAPH IS CHANGED TO:

The Department will measure quantities for Proposal Items that are designated on the Plans as “if and where directed” for payment when the RE directs work using the “if and where directed” quantity.

#### **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 FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Pay subcontractors and suppliers for satisfactory performance of their work no later than 30 days from receipt of each payment made by the Department.

Pay subcontractors and suppliers the full amount of retainage no later than 30 days from receipt of payment made by the Department for the subcontractor’s or supplier’s work.

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, including retainage, from the previous progress payment and will be paid the amount due from the current progress payment, including retainage, for the subcontractor or supplier's work that was paid by the Department.
2. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier, and therefore payment is withheld.

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

If the Contractor fails to pay the subcontractor or supplier within 30 days after the subcontractor or supplier satisfactorily completes the specified work, the Department may withhold progress payments from the Contractor, until the Contractor pays the subcontractor or supplier all delinquent amounts due, or the Contract is terminated, or the matter is resolved under N.J.S.A. 52:32-40 and N.J.S.A. 52:32-41.

If the Department receives an allegation from a subcontractor or a supplier that the Contractor has not paid the subcontractor or supplier the amount due from a previous progress payment, including retainage, submit to the RE within 10 days of a request made by the RE, evidence that payment has been made.

THE EIGHTH PARAGRAPH IS CHANGED TO:

From the total Estimate amount, excluding amounts for subcontracted work on Federal aid projects, the Department will deduct and retain 2 percent until Substantial Completion.

THE NINTH PARAGRAPH IS CHANGED TO:

In the first Estimate following Substantial Completion, the Department will reduce the retainage withheld to one percent of the Total Adjusted Contract Price, excluding subcontracted work on Federal aid projects, unless it has been determined by the Department that the withholding of additional retainage is required. If retainage is held in cash withholdings, the reduction is to be accomplished by payment under the next Estimate. If retainage is held in bonds, the Department will authorize a reduction in the escrow account.

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

**109.12**

**THE FOLLOWING IS ADDED**

Comply with the provisions of 18 USC 203 and 205. Ensure that no federal employee represents the Contractor or a subcontractor before any federal agency. Be aware that part-time FEMA “disaster reservists” are considered FEMA employees for purposes of this paragraph.

## 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 any vessel, 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**

#### **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 preparation of the Dredge Hole No. 18 placement site, dredging, and the placing of material into Dredge Hole No. 18. Express mobilization, and dredging activities in segments related to the channels or in groups of work in units of one calendar day and indicate the appropriate work schedule calendar. 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 to minimize average pipeline pumping distances. Provide a schedule of operation for the placement of material into Dredge Hole No. 18 by either hydraulic or mechanical means. Provide a detailed description of the order of work in the schedules and working drawings submitted to the RE for approval. The general order of placement is prescribed in the environmental permits provided as attachments and listed in section 105.08 2. Complete all work in channels within the contract period and within allowable permit timeframes. More than one dredge and dredging equipment location may be required to perform work simultaneously to complete the entire scope of work within the allowable permit timeframes. 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, so 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. Furthermore, 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 or channel assignment, 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 all specified dredging work. This also includes any initial mobilization and interim mobilizations between project locations and channel assignments.
2. Mobilization, demobilization and relocation of boosters, pipelines, pipeline valves, spill barges 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. Additional costs of interim demobilization and remobilization and demobilization for a second season of dredging are the responsibility of the contractor.
4. Any mobilization and demobilization activities necessary to meet the requirements for placement of material at Dredged Hole # 18 (DH# 18.)
5. Satisfactory submittal of all pre-work submittals

### 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

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) Fifty percent (50%) of the lump sum bid price upon completion of the initial mobilization to the work site and commencement of dredging and placement in DH# 18.
- 2) Fifty percent (50%) upon completion and final acceptance of all the work.

The initial mobilization is deemed complete after the first 24-hour period in which dredged material is placed into DH# 18 in accordance with the requirements of the Special Provisions and approved by the RE. No combination of payments will be made that exceeds 100% of the lump sum item.

Should the amount of this lump sum bid item "MOBILIZATION" be more than that determined to be reasonable by the RE, the contractor is required to substantiate that the bid item represents actual costs for the initial mobilization and costs reasonably anticipated to accrue for any potential interim and final demobilization and remobilization. Lacking such substantiation, the RE will designate that a portion of the lump sum item be paid at the time of initial mobilization as

compensation for the initial mobilization and that the remaining amount of the lump sum bid item be paid with the payment for completion and final acceptance of all 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 4 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

The Department will maintain possession of the cell phones at the end of the Project.

- d. **Computer System.** Provide a computer system meeting the following requirements:

1 computer configurations each 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 3.0 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

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. Primavera Project Management, latest version
6. 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.

**THE FOLLOING IS ADDED:**

- e. **Marine Radios.** Provide 2 Waterproof handheld marine VHF two-way radios that are 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 any contractor working channel to be used. Provide two (2) spare batteries and a charging station sufficient to ensure available charged batteries as needed.

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 removing the copier from the field office and provide the RE with a certification stating that the copier hard drive has been erased.
2. 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. 2 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. 6 Adult Sized USCG Approved Floatation Devices

#### **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 are required for the duration that the Field Office is required. 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.

##### Beaver Dam Creek North Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.37 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDdatum datum transformation program. Survey control plan is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

##### Beaver Dam Creek South Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.37 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDdatum datum transformation program. Survey control plan is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

##### Bay Head Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.34 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDdatum datum transformation program. Survey control plan is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

#### Green Cove Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.29 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 Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

#### Upper Metedeconk River Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.29 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 Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

#### Winter Yacht Basin Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.32 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 Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

#### Kettle Creek Sailors Quay Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.32 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 Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

#### Kettle Creek Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.31 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 Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

#### Dredge Hole No. 18 Placement Site

The Project Vertical Datum for dredging is MLW. MLW is 0.31 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 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 placement 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. Submit results of the progress surveys to assess quantities, lines, grades and dredge template when 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**

#### **11. Floating Turbidity Barriers.**

THIS ENTIRE SUBSECTION IS REPLACED WITH THE FOLLOWING:

Provide a Type III floating turbidity barrier similar to the Elastec Type III Heavy Duty Ruffwater Screen, or approved equal. Provide detailed drawings, specifications and catalog sheets for RE approval. At least 10 days before installation, submit floating turbidity barrier design and placement locations for Department approval. Install floating turbidity barrier around the DH#18 placement area to contain turbidity from dredge material placement activities before beginning work in that area. The turbidity barrier must be removed before the end of each permissible dredging season and re-installed prior to any dredging operations commence in any subsequent permissible dredging season.

Clean out floating turbidity barriers and keep them free from debris. Ensure floating turbidity barriers remain in place until all of the placement activities have been completed. Immediately repair or replace any breaches in or damage to the turbidity barrier with materials and methods approved by the RE. Remove floating turbidity barriers in such a manner as to minimize the release of sediment and debris.

#### **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 one project sign throughout the project duration. Construct the sign as shown in the Contract Plans. Place the sign at a location as directed by the RE.

## **SECTION 160 – PRICE ADJUSTMENTS**

THE ENTIRE TEXT OF THIS SECTION IS DELETED.

## **SECTION 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.

## **DIVISION 200 – EARTHWORK**

### **SECTION 201 – CLEARING SITE**

#### **201.03.01 Clearing Site**

##### **B. Clearing and Grubbing.**

THE FOLLOWING IS ADDED:

Dispose of material and debris as specified in 201.03.09.

#### **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 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.

#### **202.02 MATERIALS**

THE FOLLOWING SUBPART IS ADDED:

##### **202.02.02 Equipment**

Employ a minimum complement of plant (dredges, pipeline, booster pumps, scows, unloading and placement equipment) on the project such that the average daily production indicated in the approved project schedule and work plans under conditions similar to this project including material types, pipeline/tow lengths, dredging constraints (such as pilings, docks, traffic or channel configuration) 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 is achieved. Provide historic references on at least two projects of a minimum 30 dredging days each of production by the equipment designated for use on this project that meets the average productions shown in the work plan submittal and approved project schedule.

Measure the capacity of the dredging plant operations for the 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:

##### **202.03.10 Method of Dredging**

Dredging may be performed with either cutter-suction dredge or mechanical dredge. Should a mechanical dredge be employed, use a fully enclosed bucket (environmental bucket.) Excavate all dredged material within the channel to the required depth and transport to the DH#18 placement site as shown on the plans. Submit daily production information on dredging progress using the report format included in the appendices to these Special Provisions. Furnish additional equipment for removal of trash and debris such as a barge mounted crane or excavator to remove and transport materials

to an approved offsite disposal site. Do not place trash, debris or similar materials other than dredged material in DH#18.

#### **202.03.11 Transport of Dredged Material**

Transport dredged material using either pipeline or barge (scow) transport. Ensure that no leaks, overflow, scupper discharge or other means allows dredged material to enter the water during the transport process. For barge (scow) transport submit daily reports of scow transport using the report format included in the appendices to these Special Provisions.

#### **202.03.12 Placement of Dredged Material at DH#18**

Place dredged material within the confines of the DH#18 placement site in accordance with the permit requirements, including the required layering is placed in the sequence as shown on the plans. Any variation to the sequence must be either directed or approved by the RE. Within each layer, place the material in vertical lifts such that displacement of underlying material is limited and so that differential filling is limited to two feet. Provide survey information of the placement progress at intervals designated by the RE. Submit a detailed description of the equipment, means and methods of material placement in the contractor's Work Plan. Submit daily production information for ongoing fill progress using the report format included in the appendices to these Special Provisions.

#### **202.03.13 Turbidity Control**

Prior to deposit of dredged material, establish a type III heavy duty turbidity barrier around DH#18 site as indicated on the contract drawings. Use Elastec Type III Ruffwater Screen impermeable curtain or approved equal.

Design the curtain with supporting floatation at the top and weighted bottom elements so the depth of the bottom of the curtain extends to within 0.5 feet of the existing bottom at MLW within the tidal current ranges as shown on the plans and to be normally anticipated. Design methods and materials for anchoring the curtain as per the manufacturer's recommendations. Design a pipeline access (as appropriate for hydraulic placement) through the turbidity curtain such that the required containment is maintained. Provide documentation to the RE that indicates the manufacturer's acceptance of the anchoring design for the intended purpose on this project. Maintain the curtain throughout periods of dredging and as directed by the RE.

Ensure that the turbidity barrier design includes methods for entry and egress to the interior of the placement site at two locations, one at the up-current end of the site and one at the down-current end. Provide sufficient design details in the Work Plan submittal for this access to verify that transport barges (scows), discharge equipment (spreader devices or other types of discharge barges), supply vessels and inspection boats can enter and exit the placement site. Ensure that the turbidity barrier design provides turbidity management during access events.

Provide sufficient crew and boats at the DH#18 site to maintain the curtain and perform opening and closing of access arrangements as needed. In addition to the Contractor's operations, anticipate at least two transits of inspection/survey boats per day.

Maintain inspection of the curtain during all dredging periods and report any visible turbidity plumes outside of the curtain to the RE immediately. Maintain a daily log of curtain operations and maintenance and submit weekly to the RE.

Turbidity monitoring for permit compliance will be performed by the Department or its representatives. Reports of turbidity observations by the Department or its representatives will be submitted to the RE daily for the previous day's monitoring. The RE will make reports of turbidity observations available in a timely manner.

#### **203.03.14 Continuity of Work**

Sequence the dredging in each channel such that the channel depth is completed in a continuous manner from the channel entrance nearest to DH#18 to the extent of the channel away from DH#18. Leave no shoals or obstructions that block the continuity of the work completed at any time during the project. Do not change the approved sequence of dredging in the work plan without the written approval of the RE.

#### **203.03.15 Dredge Pipelines**

## **1. Dredge Discharge Pipelines**

Plainly mark the pipeline locations in accordance with USACE Safety Manual EM 385-1-1, 30 Nov. 14 section 19G03 and at the discretion of the RE. Maintain the marking throughout the duration of pipeline use. Ensure all such markers are visible to the boating public and lighted during darkness. Maintain a watertight dredge discharge pipeline to prevent spillage of dredged material or slurry outside of the intended placement area. During dredging operations, conduct continual inspections of the full length of the pipeline. Cease dredging immediately should breaks, spillage, leaks in the pipeline or visible turbidity plumes occur and notify the RE. Do not resume dredging until the necessary repairs have been accomplished. 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**

Should the contractor elect to use submerged pipeline, rest the pipeline on the bottom. Place the pipeline so the top of the submerged pipeline, top of connection assemblies, weights or anchors is no higher than the surrounding depths. In channel crossings, ensure the top of any pipeline or appurtenance is no shallower than the project depth. Should a pipeline material that is buoyant or semi-buoyant be used (such as HDPE pipe) securely anchor the pipeline to prevent the pipeline from lifting off the bottom or sliding along the bottom under any conditions. Remove all anchors when the submerged line is removed. Mark the location of the entire length of the 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 placement location and update daily 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 per Department of the Army and U S Coast Guard regulations referenced in Subsection 203.03.16.

### **203.03.16 Signal Lights**

Display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the U S Coast Guard governing lights and day signals 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 pipelines, 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 of 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 M 16672.2) or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 89 (Inland) as applicable.

### **203.03.17 Inspection**

Furnish the use of such boats, boatman, 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. Furnish suitable marine transportation from all points on shore designated by the RE to and from the various pieces of plant. Such facilities are not required for the hydrographic surveys performed by the Department.

### **203.03.18 Notification of the U S Coast Guard and NJDEP Bureau of Coastal Engineering**

- 1. Navigation Aids** - Do not remove, change the location, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. 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.



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.

#### **203.03.19 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.

#### **202.03.20 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. Perform any work in the vicinity of documented historical resource locations and associated buffer areas as shown on the plans as per Section 105.08 7. a).

#### **202.03.21 Fuel Oil Transfer-Operations**

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

#### **202.03.22 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 restricted access enforcement assistance be required, coordinate with local enforcement agencies. Take measures to exclude the public from 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 4 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 because of the work.

#### **202.03.23 Utility Crossing**

Verify the locations and depths of any utility crossings and take precautions against damages which might result from its operations, especially the bucket or cutterhead and 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.

#### **202.03.24 Dredge Template**

**Project Depth** - Payment will be made for the material actually removed to the template lines and widths to a required depth and material within an over depth tolerance (measured vertically) of one (1) foot below the required dredging template for the dredging of channels as shown on the Plans.

**Side Slopes** - 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 over depth dredging, or excessive side slope dredging, and payment will not be made therefore. 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. Nothing herein is to prevent payment for the removal of shoals identified by the RE.

#### **202.03.25 Noise Control**

Provide all equipment, dredge/barges, boats, and tugs used for this work with satisfactory mufflers or other noise abatement devices. Conduct operations 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.

#### **202.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEM IS ADDED:

*ITEM:*

DREDGING

*PAY UNIT*

CUBIC YARD

The total amount of material dredged, transported, and placed in the designated placement site and to be paid for under the respective pay item 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 202.03.24. 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.

#### **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' 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 area(s) using the average end area 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 202.03.24.

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, 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.

## FEDERAL AID PROJECT ATTACHMENT 2

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES ON NJDOT FEDERAL AID PROJECTS

#### (41 CFR PART 60)

The Contractor is obligated to comply with the policies, procedures and guidelines relative to the implementation of an Equal Employment Opportunity Program, and to the preparation and submission of reports pursuant thereto as per 41 CFR Part 60.

#### A. General

1. **Equal Employment Opportunity Requirements.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in these Special Provisions.
2. The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.
3. The Contractor, and all subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246 are applicable to material suppliers, as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

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

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

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

#### D. Dissemination of Policy

1. **Implementation.** All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommended such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure compliance with the above agreement, the following actions will be taken as a minimum:
  - a. **Initial Project Site Meeting.** Conduct an initial project site meeting with key supervisory and office personnel before or at the start of work, and then not less than once every 6 months, at which time the Contractor’s Equal Employment Opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. **EEO Obligations.** All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor’s equal employment opportunity obligations within 30 days following their reporting for duty with the Contractor.

- c. All personnel 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 female employees.
- 2. Take the following actions 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.:
  - a. Place notices and posters setting forth the Contractor's equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.
  - b. Bring the Contractor's equal employment opportunity policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, and/or other appropriate means.

#### **E. Recruitment**

- 1. When advertising for employees, include in all advertisements for employees the notation: "An Equal Opportunity Employer". Publish all such advertisements in newspapers or other publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- 2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-group organizations. To meet this requirement, the Contractor will, through their EEO Officer, identify sources of potential minority and female group employees, and establish procedures with such identified sources whereby minority and female group applicants may be referred to the Contractor for employment consideration.
- 3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).
- 4. Encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.

#### **F. Personnel Actions.** Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

- 1. Conduct a project site inspection at the start of work, and periodically thereafter, to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- 2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- 3. 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.
- 4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, and will resolve or attempt to resolve such complaints, within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, inform complainants of all their avenues of appeal.

#### **G. Training and Promotion**

- 1. Assist in locating, qualifying, and increasing the skills of minority and women who are applicants for employment or current employees.

2. Advise employees and applicants for employment of available training programs and entrance requirements for each.
3. Periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.

**H. On-the-Job Training.** The Contractor, as part of their equal employment opportunity affirmative action program, shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved on the project.

1. Apprenticeship and Training Programs

The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by the Department and the Federal Highway Administration. The Department will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journeyman status in the craft concerned by the end of the training period.

Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, (BAT) or with a State apprenticeship agency and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway contracts. Approval or acceptance of a training program shall be obtained from the DCR/AA prior to commencing work in the classifications covered by the Contractor's training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the "Revised Standard Training Guidelines". The Division will also review existing guidelines for revision based on the same process.

It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site and approved by DCR/AA. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.

2. Contractor Submission and Department Approval of the Initial Training Program

At or after the preconstruction conference, and prior to the start of Work, submit a Training Program to the RE for review and comments prior to DCR/AA review and approval. The Contractor's training program shall include:

- a. Number of trainees or apprentices to be trained in all selected Training Positions,
- b. Standard Program Hours for all positions,
- c. Estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,
- d. Training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project's work progress schedule,
- e. Training Guidelines for all positions, and
- f. Training that will be provided by the Contractor and provided by Subcontractors.

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

3. Assignment of Training to Subcontractors

In the event that portions of the Contract work are subcontracted, determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. Ensure that these Training Special Provisions are made applicable to such subcontracts.

#### 4. Reimbursement of the Contractor for Providing Training

The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.

Pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project. Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

### I. Apprentice/Trainee Requirements of the Contract

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

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

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

#### 1. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees

Apprentices or trainees should be in their first year of apprenticeship or training. Interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates on the Apprentice/Trainee Approval Memorandum (Form CR-1), via the RE, to the Division for review and approval or disapproval.

Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and women toward journeyman status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and women, by conducting systematic and direct recruitment through public and private sources likely to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a

journeyperson. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete "Apprentice/Trainee Approval Memorandum" (Form CR-1) prior to the apprentice or trainee starting work on the project. Regardless of the methods used, the Contractor's records should document the findings in each case.

Skilled craft trainees may complete up to 3,000 total training hours on Department projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journeyperson status upon completion of a training guideline and may complete up to three (3) different positions.

2. Documentation Required to be Signed by Apprentices or Trainees, and provided to the Department

Prior to the apprentice/trainee starting work on the project, submit an accurate, complete and signed Apprentice/Trainee Approval Memorandum for each apprentice/trainee to the RE for review, and final approval by DCR/AA. Once the notice that said apprentice/trainee has been approved to work on the Contract, said apprentice/trainee may start work on the Contract. No credit will be given for apprentices/trainees prior to said apprentice/trainee being approved by DCR/AA.

At the start of training, provide the RE and each apprentice or trainee with an applicable "Training Guideline" and, at the conclusion of training, an accurate and complete "Training Certificate for Reporting Hours to NJDOT" (Form CR-3), showing hours of training satisfactorily completed.

Maintain and submit an accurate and complete "NJDOT Contractor's 1409 Quarterly Training Report" (Form-CR-1409) to the RE within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); also provide a copy to each apprentice or trainee.

Maintain and submit accurate and complete "Biweekly Training Reports" (Form CR-2) to the RE, and each apprentice or trainee, as periodic reports documenting their performance under the Contract.

3. Determining Good Faith Compliance of Contract Apprentice/Trainee Program

Per the approved program or guideline, provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.

Recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. Do not terminate apprentices or trainees prior to completion of their training program positions without Department consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the Contract.

The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the Contract for a significant period.

Demonstrate all steps that have been taken in pursuance of enrolling minorities and women in the training program positions, prior to a determination as to whether the Contractor is in compliance with the Training Special Provisions of the Contract.

Submit to the RE written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith efforts and particularly addressing Maximum Available Training for incomplete training positions, per the procedure found in the revised "Instructions for Implementing the Training Special Provisions".

4. Enforcement Measures and Contractor's Rating

Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journeyperson is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of the Contract.



Per established procedures and scheduled Contract Compliance Reviews, the Contractor's performance will be rated and reviewed periodically by the Department.

Failure of a Contractor to comply with the Training Special Provisions of the Contract, may result in the actions as set forth as specified in Section 105.

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

1. Use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and women for union membership and increasing their skills in order for them to qualify for higher paying employment.
2. Use maximum effort to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
3. Obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and such labor unions refuse to furnish this information to the Contractor, certify to the Department and set forth what efforts have been made to obtain this information.
4. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities 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 Department.

**K. Subcontracting**

1. Use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. The Contractor may use lists of minority-owned construction firms as issued by the Department.
2. Ensure subcontractor compliance with the Contract Equal Employment Opportunity obligations.

**L. Records and Reports**

1. Maintain records necessary to determine compliance with the Contractor's equal employment opportunity requirements. Documents will include the following:
  - a. Number of minorities, non-minorities, and women employed in each work classification on the Contract.
  - b. 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 work force).
  - c. Progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
  - d. Progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.
2. All such documents must be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal funding agencies.

### FEDERAL AID PROJECT ATTACHMENT 3

#### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON NJDOT FEDERAL AID PROJECTS

##### (MINORITY AND WOMEN WORK EMPLOYMENT GOAL OBLIGATIONS)

##### A. Employment Goals.

The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

<b>Minority And Women Employment Goal Obligations For Construction Contractors and Subcontractors on Federal Aid Projects</b>		
<b>County</b>	<b>Minority Participation Percent</b>	<b>Women Participation Percent</b>
Atlantic	18.2	6.9
Bergen	15	6.9
Burlington	17.3	6.9
Camden	17.3	6.9
Cape May	14.5	6.9
Cumberland	16	6.9
Essex	17.3	6.9
Gloucester	17.3	6.9
Hudson	12.8	6.9
Hunterdon	17	6.9
Mercer	16.4	6.9
Middlesex	15	6.9
Monmouth	9.5	6.9
Morris	17.3	6.9
Ocean	17	6.9
Passaic	12.9	6.9
Salem	12.3	6.9
Somerset	17.3	6.9
Sussex	17	6.9
Union	17.3	6.9
Warren	1.6	6.9

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

The Contractor's compliance with the Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4(3)a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade. Make a good faith effort to employ minorities and women evenly on each project. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor's goals is a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

## **B. Reporting Requirements.**

1. Provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract, to report monthly employment data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## **FEDERAL AID PROJECT ATTACHMENT 4**

### **FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS FOR NJDOT FEDERAL AID PROJECTS**

#### **(AS REQUIRED PER EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375 AND IMPLEMENTING REGULATIONS AT 41 C.F.R. PART 60)**

- A. As used in these Specifications:
1. Covered area means the County or Counties in which the Project is located.
  2. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
  3. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
  4. Minority includes:
    - a. Black (a person having origins in any of the black African racial groups not of Hispanic origin);
    - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - c. Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).
- B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. Implement the specific affirmative action standards provided in paragraphs F1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- D. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women excuses the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.
- F. Take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. Where possible, assign two or more women to each construction project. Specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under F2 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  14. Ensure that all facilities and company activities are provided in a manner such that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin cannot result. Do not require such segregated use by written or oral policies, nor tolerate such use by employee custom. Provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.
  15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (F1 through 16). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under F1 through 16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- H. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- I. Do not use the goals and timetables or affirmative action standards to discriminate against any person because of race, creed, color, national origin, age, ancestry, nationality, gender, disability, sex, affectional or sexual orientation, gender identity or expression, religion, and liability for military service.
- J. Do not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- K. Carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- L. Implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- M. Designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked

per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- O. Failure of the Contractor or subcontractors to comply with the nondiscrimination provisions of the Contract may result in payment being delayed or withheld as specified in 105.01; default as specified in 108.14, liquidated damages as specified in 108.20, or termination of the Contract as specified in 108.15.02 pending corrective and appropriate measures taken by the Contractor to the satisfaction of the Department.

## **FEDERAL AID PROJECT ATTACHMENT 5**

### **STATE OF NEW JERSEY MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ON NJDOT FEDERAL AID PROJECTS**

**(N.J.S.A. 10:5-31 ET SEQ. (P.L.1975, C.127) N.J.A.C. 17:27-1.1 ET SEQ.)**

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 Department setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

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 Dept. of LWD, 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 Dept. of LWD, 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 Dept. of LWD, 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 sub-contractor 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 sub-contractor agrees to afford equal employment opportunities 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 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 Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  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 Federal and State court decisions;
  6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - a. The Contractor or subcontractor shall interview the referred minority or women worker.
    - b. 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 Dept. of LWD, 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.
    - c. 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 (i) above, whenever vacancies occur. At the request of the Dept. of LWD, 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.
    - d. 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 Dept. of LWD, 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, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, 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 union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the

exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Department and the Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the Department by the Department of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the Department.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- D. The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, 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 re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

It is the policy of the NJDOT that its contracts should create a work-force 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 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 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 New Jersey Career Connections website, managed by the Department of Labor and Workforce Development, available online at: [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
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 solicitations 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. 17:27-1.1 et seq.

## **FEDERAL AID PROJECT ATTACHMENT 6**

### **INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON NJDOT FEDERAL AID PROJECTS**

The Contractor and subcontractors agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Contract.

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

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

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

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

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

Failure by the Contractor and subcontractors to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

## FEDERAL AID PROJECT ATTACHMENT 7

### PAYROLL REQUIREMENTS FOR NJDOT FEDERAL AID PROJECTS

- A. Payroll Reports.** 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:
1. Each employee's full name and an individually identifying number, (e.g. the last four digits of the employee's social security number) of each such employee.
  2. The ethnicity and gender of each employee.
  3. Each employee's specific work classification (s).
  4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
  5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  6. Each employee's gross wage.
  7. The itemized deductions made.
  8. The net wages paid.
- B. Statement of Wages.** 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 Copeland Act, as amended 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 the Department's CR-347, or any form with identical wording. Each payroll submitted must be accompanied by a signed "Statement of Compliance".
- C. Maintaining Records.** 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.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

## **FEDERAL AID ATTACHMENT 10**

### **FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID PROJECTS**

#### **(AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)**

All Contractors regardless of the value of the contract shall have this mandatory clause with their subcontractors:

The Contractor/Subcontractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may

be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **FEDERAL AID ATTACHMENT 11**

### **BYRD ANTI-LOBBYING CERTIFICATION**

Pursuant to 31 USC 1352 and 49 CFR part 21, Contractor and all subcontractors are required to comply with this Attachment. Contractor and all subcontractors shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL (as contained in this Attachment) and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

All Contracts and subcontracts over \$100,000 shall require the following mandatory language in every contract:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Disclosure of Lobbying Activities Standard Form – LLL (Federal Aid Attachment Form 11) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pt. 21, App. B

31 CFR Subtitle A (7-1-10 Edition)

## APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING

**DISCLOSURE OF LOBBYING ACTIVITIES**Approved by GMB  
0346-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)			<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>12. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

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Standard Form - LLL



## Office of the Secretary of the Treasury

## Pt. 21, App. B

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Pt. 21, App. B

31 CFR Subtitle A (7-1-10 Edition)

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Approved by OMB  
0348-9046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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Standard Form - 111-A

## The Department of Homeland Security Standard Terms and Conditions 2018

The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

### **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

### **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

#### **Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



## The Department of Homeland Security Standard Terms and Conditions 2018

### **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

### **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

### **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **Civil Rights Act of 1968**

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

### **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of sec. 5152–5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; [41 U.S.C. 8101](#)).

## The Department of Homeland Security Standard Terms and Conditions 2018

### **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

### **Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

### **Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. § 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act ([31 U.S.C. § 3729-3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

### **Federal Debt Status**

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

### **Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

### **Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

### **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, ([15 U.S.C. § 2225a](#)), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, ([15 U.S.C. § 2225](#)).



## The Department of Homeland Security Standard Terms and Conditions 2018

### Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)* prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

### Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

### Procurement of Recovered Materials

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.



## The Department of Homeland Security Standard Terms and Conditions 2018

### **Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, ([29 U.S.C. § 794](#)), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

### **Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference.

### **Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

### **USA Patriot Act of 2001**

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

### **Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

## **STATE ATTACHMENT NO. 7**

### **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.



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

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:	/	/	/
Booster Used/Discharge Dia./Pump HP:	/	/	
Booster Used/Discharge Dia./Pump HP:	/	/	
Booster Used/Discharge Dia./Pump HP:	/	/	

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

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):			

CERTAIN TECHNICAL ATTACHMENTS FOR THIS CONTRACT ARE NOT  
REPRINTED HERE DUE TO SIZE