

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION
TRENTON, NEW JERSEY

NOTICE TO CONTRACTORS

Notice is hereby given that bid proposals will be received via the Internet until 10:00:59 A.M. on 8/6/15, downloaded, and publicly opened and read, from Bidders classified under N.J.S.A. 27:7-35.1 et seq.; in the CONFERENCE ROOM-A, 1st Floor F & A Building, New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, NJ 08625; for:

Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur, Contract No. 038201505, Township of Neptune, Borough of Neptune City, Borough of Belmar, Monmouth County; 100% State, UPC No: 201505, PE No: 6110108, CE No: 2205938, DP No: 15446.

Project Advertisement Date	7/16/15
Project Bid Date	8/6/15
Estimated Completion Date on	12/24/2016
Estimated Range	Range between \$5,000,000 to \$10,000,000
Cost of Plans and Contract Documents	Available at www.bidx.com .
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>
101,494	CY	Dredging
101,494	CY	Dredged Material Processing
152,241	TON	Dredged Material Transportation

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

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

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

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

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

Minimum wage rates for this project shall be as specified in the "Prevailing Wage Determination of the New Jersey Department of Labor and Industry" on file with this Department. The attention of bidders is directed to the provisions covering subletting or assigning the contract. The entire work is to be completed on or before the ESTIMATED COMPLETION DATE STATED ABOVE.

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

PLEASE CHECK THE EXPIRATION DATE OF YOUR ASSIGNED CLASSIFICATION

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

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

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

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
CHANNEL AND SHARK RIVER SPUR
CONTRACT NO. 038201505
TOWNSHIP OF NEPTUNE, BOROUGH OF NEPTUNE CITY AND BOROUGH OF
BELMAR, MONMOUTH COUNTY
DP No: 15446
100% STATE**

Bid Date: 08/27/2015

**ADDENDUM NO. 1
Page No. 1 of 1**

THE FOLLOWING CHANGE IS MADE TO THE PROPOSAL:

The date for receipt of Bids is **CHANGED** to August 27, 2015.

This Proposal **CHANGE** is available from the NJDOT Bid Express website as Amendment No. 1

THE FOLLOWING CHANGE IS MADE TO THE SPECIAL PROVISIONS:

102.10 SUBMISSION OF BIDS

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

10. A schedule to complete the required work.

Five copies of the required submittals not included in the electronic package (items 8,9,10), must be submitted in hard copy and must be received by 10:00 AM on the date of bid opening. If the required submittals are not received on time, the associated bid will not be considered.

Mail the submittal package to:

**Mr. Anthony Genovese
Director of Procurement
New Jersey Department of Transportation
Financial and Administration Building, 1st Floor
1035 Parkway Avenue, PO Box 600
Trenton, NJ 08625**

Reference: Shark River Dredging, DP 15446

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ADDENDUM NO. 2
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THE FOLLOWING CHANGE IS MADE TO THE SPECIAL PROVISIONS:

102.13 CONSIDERATION OF BIDS
THE FOLLOWING IS ADDED:

The following criteria (“other factors”) will be considered when reviewing the submittal package:

1. The bidder’s documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
2. The response of references to requests for their input regarding the performance of the bidder on projects of similar size and scope.
3. The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner and in compliance with the permits based on the submitted Project Approach. This will include the bidder’s plan to minimize impacts and the required Process Flow Diagram.
4. The feasibility of the contractor’s submitted schedule.

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**ADDENDUM NO. 3
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**THE FOLLOWING IS A SUMMARY OF CONTRACTOR QUESTIONS AND NJDOT
RESPONSES FROM THE JULY 24, 2015 PRE-BID CONFERENCE:**

QUESTION #1 (Green Coast Logistics): Could Green Coast Logistics' landfill in Edison, NJ be considered as an alternate location for placement of dredged material?

NJDOT RESPONSE: Since Green Coast Logistics is not a dredging company, nor are they currently pre-qualified to bid on this project, they may reach out to pre-qualified dredging firms for this bid to possibly team for a Value Engineering proposal phase (post-award). Alternate placement sites will not be considered as part of this bid, as bidders must bid on all the current bid items, to comply with the NJDOT bidding process.

QUESTION #2 (Donjon): When was the last survey done?

NJDOT RESPONSE: December 2014.

QUESTION #3 (Terra Contracting/Great Lakes Dredge & Dock): Do the hours of operation in the specifications include all work, or just dredging activities, and if dredging spans two seasons, will dredging work performed in 2015 be accepted with no re-dredging in those areas?

NJDOT RESPONSE: The specific hours of operation for each municipality (including dredging and non-dredging work) will be clarified in a subsequent Addendum. If dredging spans two seasons, areas of dredging work performed in 2015 in accordance with the Contract plans and specifications will be accepted.

QUESTION #4 (Mobile Dredging): If the project will span 2 dredging seasons, will the 2 staging/dewatering areas be available throughout this period?

NJDOT RESPONSE: The availability of each staging/dewatering site, as well as any specific limits on their use, will be clarified in a subsequent Addendum.

QUESTION #5 (Mobile Dredging): Are effluent/TSS limits specified for this project?

NJDOT RESPONSE: Limits have not yet been specified; but the permit conditions will require the contractor to demonstrate that the discharge meets applicable surface water quality standards. Copies of the approved permits will be provided once issued.

QUESTION #6 (Mobile Dredging): Can alternatives to hydraulic dredging be considered?

NJDOT RESPONSE: The Special Provisions will be reviewed with regard to this issue and clarifications, if any, will be made in a subsequent Addendum.

QUESTION #7(Donjon): Will the entire dredge prism be hydraulically dredged? The specifications appear to indicate either mechanical or hydraulic methods.

NJDOT RESPONSE: The Special Provisions will be reviewed with regard to this issue and clarifications, if any, will be made in a subsequent Addendum.

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**ADDENDUM NO. 4
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THE FOLLOWING CHANGES ARE MADE TO THE SPECIAL PROVISIONS:

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PROJECT SPECIFIC ATTACHMENT 18 IS DELETED AND REPLACED WITH THE FOLLOWING:

18. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology, Coastal Zone Management Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur. (1300-15-0001.1_Shark River.pdf).

105.08 ENVIRONMENTAL PROTECTION

SUB-PART 2.b IS DELETED AND REPLACED WITH THE FOLLOWING:

- b) State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology, Coastal Zone Management Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur. (1300-15-0001.1_Shark River.pdf).

102.10 SUBMISSION OF BIDS

THE FOLLOWING IS ADDED TO SUBHEADING NO. 9:

Proposed trucking routes shall be included in the approach.

202.02.02 Equipment

SUBHEADING NO. 2 IS DELETED.

202.03.23 Placement of Dredged Material in Staging/Dewatering Areas

THE FOLLOWING IS ADDED:

The following additional site-specific requirements have been established by the municipalities for the staging/dewatering areas:

1. Seaview Island Site:

- a. Allowable limits of disturbance are depicted on the site plan titled, "Seaview Island Staging Site Limit of Disturbance".
- b. Landside work will be restricted to the hours of 7:00 am to 10:00 pm, 7 days a week, and dredging work may be performed 24 hours a day, 7 days a week. The Township of Neptune will monitor the noise during these hours and request adjustments to the schedule through the Department if necessary.
- c. Construction equipment may remain on-site in a neat and orderly fashion during the non-dredging season.

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- d. The Contractors' proposed dredge pipeline crossing at Seaview Circle shall be included in their Pipeline Route Plan to be approved by the Engineer, and should be designed based on local speed limits and be able to accommodate emergency access vehicles. At no time can the roadway be shut down.
- e. The large dead tree previously identified on-site during the July 24, 2015 site walk may be removed and properly disposed of by the Contractor.
- f. Coordinate directly with the New Jersey American Water Company regarding use of the existing fire hydrant as a water source during construction.

2. Belmar Marina Parking Lot Site:

- a. Allowable limits of disturbance are depicted on the site plan titled, "Belmar Marina Staging Site Limit of Disturbance". Please note the limitation on usable site area during the summer months (Memorial Day to Labor Day), as depicted by the blue dashed line.
- b. Landside work will be restricted to the hours of 7:00 am to 10:00 pm, 7 days a week, and dredging work may be performed 24 hours a day, 7 days a week.
- c. Construction equipment may remain on-site in a neat and orderly fashion during the non-dredging season; however, the Borough of Belmar may request that the staged equipment be moved temporarily to the gravel parking lot located at Block 118 Lot 1 within the Belmar Marina.
- d. The Contractors' proposed dredge pipeline crossing at the marina access road shall be included in their Pipeline Route Plan to be approved by the Engineer, and should be designed based on local speed limits and be able to accommodate emergency access vehicles. At no time can the roadway be shut down.
- e. Impacts on the marina slips/slip holder access shall be minimized to the absolute extent practicable, including submerging the dredge pipeline as per Subpart 202.03.21, Subheading No. 2 of the Special Provisions. If unavoidable impacts on marina slips will result as part of the Contractor's proposed approach, the Contractor will be responsible for all costs associated with renting the required slips.
- f. Impacted sections of the existing marina fence shall be repaired/replaced in-kind.

**THE FOLLOWING PROJECT SPECIFIC ATTACHMENTS ARE POSTED FOR
DOWNLOAD ON BIDX:**

- 18. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology, Coastal Zone Management Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur. (1300-15-0001.1_Shark River.pdf).

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**WITH REGARD TO THE APPROVED PERMIT CONDITIONS, PLEASE NOTE THE
FOLLOWING CLARIFICATIONS TO THE RFP:**

- 1) In further clarification of Contractor Question #5 from the July 24, 2015 Pre-Bid Conference, the approved permit conditions indicate that specific written approval of the selected dewatering process shall be obtained from the NJDEP ODST, which includes a requirement that the selected Contractor demonstrates that all discharges will meet applicable surface water quality criteria.
- 2) In further clarification of Contractor Questions #6 and #7 from the July 24, 2015 Pre-Bid Conference, the Special Provisions indicate that either hydraulic or mechanical dredging methods may be used; however, the approved NJDEP permit specifies that dredging is to occur by hydraulic method. Bidders may submit proposals that include mechanical dredging methods, but the selected Contractor will be responsible for obtaining all necessary permit modifications and approvals while still adhering to the specified project schedule, at no additional cost to NJDOT.

THE FOLLOWING PROJECT SPECIFIC ATTACHMENTS ARE BEING PROVIDED:

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	IS ADDED AS PROJECT SPECIFIC ATTACHMENT NO. 18
ATTACHMENT NO. 2	SEAVIEW ISLAND STAGING SITE LIMIT OF DISTURBANCE
ATTACHMENT NO. 3	BELMAR MARINA STAGING SITE LIMIT OF DISTURBANCE

**THE FOLLOWING ARE QUESTIONS RECEIVED FROM PLAN HOLDERS AND THE
RESPONSES TO THOSE QUESTIONS:**

QUESTION #4 (Great Lakes Dredge & Dock Company, LLC):

Dredge Intake

“Can a dredge with an 8” intake and 10” discharge be deemed acceptable for use on this project?”

NJDOT RESPONSE: Contractors may propose alternative intake/discharge piping sizes, provided that they can demonstrate that all of the proposed equipment, means and methods will efficiently accommodate the required minimum daily production rates outlined in Subpart 202.02.02 of the Special Provisions, as well as the overall project schedule outlined in Subsection 108.10 of the Special Provisions.

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QUESTION #7 (Sevenson Environmental Services, Inc.):

Permits

“Will the final USACE and NJDEP permits be available and provided to contractors prior to bid due date?”

NJDOT RESPONSE: Yes. A copy of the approved NJDEP ODST permit is included with this Addendum, and a copy of the approved USACE permit will be made available upon approval. Contractors will have at least 48 hours to review the approved USACE permit prior to bid opening.

QUESTION #8 (Mobile Dredging & Pumping Co.):

Seasonal Dredging Restrictions

“There are no seasonal dredging restrictions in the project specifications. Is dredging allowed to continue during the entire contract period?”

NJDOT RESPONSE: Seasonal restrictions are identified in Specific Condition No. 1 of the approved NJDEP ODST permit, included with this Addendum.

QUESTION #10 (Sevenson Environmental Services, Inc.):

Dewatering Discharge Permit

“The specs state that it is the contractor's responsibility to obtain a permit for dewatering water discharge. Why was this not included in the NJDOT's permit applications for dredging? Additionally, what time frame does the NJDOT anticipate for this task, as contractor's will not be able to commence work without this permit?”

NJDOT RESPONSE: The Dewatering Plan (as required by Subsection 105.05, Subheading No. 5, of the Special Provisions) and associated approval will be based on the specific dewatering technology proposed by the bidder. Approval of the Dewatering Plan is listed as Pre-Project Condition No. 2 of the approved NJDEP ODST Permit (included with this Addendum), which stipulates that “Specific written approval of the selected dewatering process shall be obtained from the NJDEP Office of Dredging and Sediment Technology. Request for this approval shall include, at a minimum, a detailed description of the dewatering process, demonstration that all discharge will meet applicable surface water quality criteria, and list of polymers/additives.” No delay in the review and approval period is anticipated, provided that the proposed discharges meet applicable water quality standards.

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QUESTION #11 (Sevenson Environmental Services, Inc.):

Value Engineering

“Specifications (202.03.24) indicate that value engineering proposals are to be evaluated AFTER award. Should value engineering proposals be submitted with the bid or withheld until after award as this is a cost and qualifications proposal?”

NJDOT RESPONSE: As per Subpart 202.03.24 of the Special Provisions, the Contractor may submit a value engineering proposal to be evaluated following contract award as referenced in Subsection 104.02 of the Standard Specifications. Value engineering proposals submitted with the bid will not be evaluated.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY
P.O. BOX 420, MAIL CODE #401-06C
TRENTON, NEW JERSEY 08625-0420
(609) 633-3801

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

July 30, 2015

Ms. Genevieve Clifton, Manager
New Jersey Department of Transportation
Office of Maritime Resources
1035 Parkway Avenue, P.O. Box 600
Trenton, NJ 08625

RE: Waterfront Development Permit/Water Quality Cert./Acceptable Use Determination
NJDEP File No: 1300-15-0001.1, WFD150001
Project: Shark River (#038) and Shark River Spur (#039) Channels – Maintenance Dredging
Neptune Township, Borough of Neptune City, Borough of Belmar, Monmouth County

Dear Ms. Clifton:

The Office of Dredging and Sediment Technology acting under the provisions of the Waterfront Development Act (N.J.S.A. 12:5-3) has determined to conditionally approve the above referenced application for a Waterfront Development Permit.

Acceptance of this permit and all permit conditions shall be assumed, unless the permittee requests an adjudicatory hearing to contest the permit and/or permit conditions, in accordance with the requirements of the Coastal Permit Program Rules (N.J.A.C. 7:7).

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

If you should have any questions regarding this decision, please contact me at (609) 633-1357 or by email at mark.davis@dep.nj.gov.

Sincerely,

Mark C. Davis, Acting Supervisor
Office of Dredging and Sediment Technology

Enclosure: Approved Plans

c: Randy Piersol, United States Army Corps of Engineers – New York District
Neptune Township Municipal Clerk
Borough of Neptune City Municipal Clerk
Borough of Belmar Municipal Clerk

e-copy: NJDEP Bureau of Coastal and Land Use Enforcement



**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE REMEDIATION PROGRAM
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY**



401 East State Street, P.O. Box 028

Trenton, NJ 08625

Phone: (609) 292-1250

FAX: (609) 777-1914

ADDENDUM NO. 4
ATTACHMENT NO. 1
SHEET 2 of 7

P E R M I T

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.

Approval Date: **July 30, 2015**

Expiration Date: **July 30, 2020**

Permit Number/s:

1300-15-0001.1, WFD150001

Type of Approval/s:

Waterfront Development Permit
Water Quality Certificate, and
Acceptable Use Determination

Enabling Statute/s

NJSA 12:5-3
NJSA 58:10A

Applicant:

NJDOT Office of Maritime Resources
1035 Parkway Avenue, P.O. Box 600
Trenton, NJ 08625

Project Location

Shark River State Channel (#038)
Shark River Spur State Channel (#039)
Neptune Twp., Borough of Neptune City, Borough of Belmar
Monmouth County.

Description of Authorized Activities and Limit of Disturbance:

Maintenance dredging of a maximum total of approximately one hundred two thousand cubic yards (102,000 yds³) of sediment from the Shark River Channel (#038) and Shark River Spur Channel (#039) to a project depth of six feet below mean low water (-6' MLW), plus one foot (1') of allowable overdredge.

Maintenance dredging is to occur by hydraulic method. Dredged material is to be pumped to either of two temporary mechanical dewatering locations located at Tax Block 108, Lot 1, Borough of Belmar, and Tax Block 563, Lots 1 and 2, Neptune Township. Dredged material shall be adequately dewatered for truck transport to the Monmouth County Landfill for use as alternate cover material.

Specific written approval of the dewatering method is required prior to the commencement of the project in compliance with pre-project condition No. 2.

All construction shall conform to the requirements, conditions and limitations of this permit and all approved drawings.

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

THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH IN THIS PERMIT PURSUANT TO N.J.A.C. 7:7E-1.5(b)4.

Prepared by:

Mark C. Davis
Mark C. Davis
Acting Supervisor

Date: **07/30/2015**

Received or Recorded by County Clerk

This permit is not valid unless authorizing signature appears on the last page.

CONDITIONS APPLICABLE TO ALL LAND USE PERMITS:

1. In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this approval may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Administrative Hearing Request Checklist. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the Checklist is available through the Division's website at <http://www.nj.gov/dep/landuse/forms/lurpaahr.pdf>. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website www.nj.gov/dep/odr for more information about this process;
2. The permittee, its contractors and subcontractors shall comply with all conditions of this permit, supporting documents and approved drawings; and
 - i. Plans and specification in the application and conditions imposed by this permit shall remain in full force and effect so long as the proposed development or any portion thereof is in existence, unless modified by the Department in writing;
 - ii. If this permit contains a condition that must be satisfied prior to the commencement of construction, the permittee must comply with such condition(s) within the time required by the permit or, if no time specific requirement is imposed, then within six months of the effective date of the permit, or provide evidence satisfactory to the Department that such condition(s) cannot be satisfied; and
 - iii. Any noncompliance with this permit constitutes a violation, and is grounds for enforcement action, as well as suspension and/or termination of the permit; This approval does not in any way affect the right of the State to seek and collect monetary penalties or to take other enforcement action, should it be determined that a violation has occurred onsite;
3. It shall not be a defense for this permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit;
4. The permittee shall take all reasonable steps to prevent, minimize or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit;
5. The issuance of this permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction, structure or structures. Neither the State nor the Department shall, in any way, be liable for the loss of life or property which may occur by virtue of the activity of development resulting from any permit;
6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The

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Shark River Channel (#038) and Shark River Spur Channel (#039) - Maintenance Dredging

Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit;

7. This permit can be modified, suspended or terminated for cause. The filing of a request to modify an issued permit by the permittee, or a notification of planned changes or anticipated noncompliance does not stay any condition of this permit;
8. This permit does not convey any property rights of any sort, or any exclusive privilege;
9. A copy of the permit and other authorizing documents including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents immediately upon request.
 - i. The permittee shall also furnish to the Department within a reasonable time any information that the Department requests to determine compliance with this permit or to determine whether cause exists for suspension or termination of this permit; and
 - ii. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by the permit;
10. The permittee shall allow an authorized representative of the Department, upon notification under current rule and upon the presentation of credentials, to:
 - i. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
 - iii. Inspect at reasonable times any facilities, equipment, practices or operations regulated or required under the permit. Failure to allow reasonable access under this section shall be considered a violation of this chapter and subject the permittee to enforcement action;
 - iv. Sample or monitor at reasonable times for the purposes of assuring compliance with applicable rules;
11. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department;
12. The permittee shall provide reports to the Department as follows:
 - i. Monitoring results shall be reported at the intervals specified elsewhere in this permit;
 - ii. The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. In addition, the permittee shall report all noncompliance to Bureau of Coastal and Land Use Compliance and Enforcement, 401 E. State Street, 4th Floor, P.O. Box 422, Mail Code: 401-04C, Trenton, NJ 08625, in writing within five business days of the time the permittee becomes aware of the noncompliance. The written notice shall include: a description of

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Shark River Channel (#038) and Shark River Spur Channel (#039) - Maintenance Dredging

the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter;

iii. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information;

13. Development which requires soil disturbance, the creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3 through 1.14. and must obtain any required approvals from the local Soil Conservation District;
14. If any condition of this permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect the public interest;
15. This permit is not transferable to any person unless the transfer is approved by the Department;
16. The permittee must obtain any and all other Federal, State and/or Local approvals. Authorization to undertake a regulated activity under these rules does not indicate that the activity also meets the requirements of any other rule, plan or ordinance. It is the applicant's responsibility to obtain all necessary approvals for a proposed project;
17. While the regulated activities are being undertaken, neither the permittee nor its agents shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee and/or its agents shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary;
18. All excavated material and dredge material shall be disposed of in a lawful manner. (For example, it should be placed outside of any flood hazard area, riparian zone, regulated water, freshwater/coastal wetlands and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area);
19. If this document includes a Coastal Permit or a Flood Hazard Verification then, this document shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Department immediately thereafter.

NJDOT- OMR

Shark River Channel (#038) and Shark River Spur Channel (#039) - Maintenance Dredging

APPROVED PLANS:

Seven (7) sheets titled, "Maintenance Dredging and Channel Improvements For Shark River Channel & Shark River Spur, Channel Arrangement & Geometry Plan," dated May 1, 2015, and prepared by Dewberry Engineers, Inc.

PRE-PROJECT CONDITIONS:

Prior to the commencement of dredging the permittee shall complete the following requirements:

1. United States Army Corps of Engineering authorization for the project shall be obtained. A copy of said authorization shall be forwarded to this office upon receipt.
2. Specific written approval of the selected dewatering process shall be obtained from the NJDEP Office of Dredging and Sediment Technology. Request for this approval shall include, at a minimum, a detailed description of the dewatering process, demonstration that all discharge will meet applicable surface water quality criteria, and list of polymers/additives.
3. The permittee shall provide a copy of a valid modification to the Monmouth County Landfill Solid Waste Facility permit (#SWF150002) authorizing the acceptance of dredged material for use as alternate cover material.

SPECIFIC CONDITIONS:

1. Dredging is prohibited January 1st through June 30th, of any given year, to protect spawning and the early life stages of winter flounder, and anadromous fish.
2. Dredging shall be restricted to the limits as depicted on the authorized plans. The depth of dredging shall be limited to six feet below mean low water (-6' MLW) plus one foot (1') of allowable overdredge.
3. The permittee shall demonstrate that the dewatering effluent discharge will not cause an excursion above any Surface Water Quality Standards for the Shark River.
4. The permittee shall comply with all requirements of the written approval of the dewatering process as required by pre-project condition No. 2 above.
5. The permittee and/or its contractor shall ensure that all dredge pipelines are routed and maintained at all times such that no hazard or hindrance to navigation occurs. This shall entail submerging pipelines at channel crossings and providing adequate marking and lighting to warn mariners of the pipeline locations.

ACCEPTABLE USE DETERMINATION

1. This permit authorizes the placement of a maximum total of approximately one hundred two thousand cubic yards (102,000 yds³) of dredged material from this project at the Monmouth County Reclamation Center Landfill located in the Borough of Tinton Falls, for use as alternate cover material.

NJDOT- OMR

Shark River Channel (#038) and Shark River Spur Channel (#039) - Maintenance Dredging

2. Placement and use of dredged material at the Monmouth County Landfill shall comply with Solid Waste Facility permit (#133927, SWF150002).
3. The analytical data indicates that the dredged material represented by sample composite A exceeded the Residential Direct Contact Soil Remediation Standards for the parameter benzo(a)pyrene. All other results were below the Residential Direct Contact Soil Remediation Standards. This determination shall only apply to the characterized sediments and limits of dredging authorized by this permit.
4. If the permittee elects to dispose/use the dredged material from this project at an alternate location, written authorization must be obtained from the Office of Dredging and Sediment Technology prior to the transport of any dredged material to said alternative disposal/use location. Any alternate disposal/use location must obtain all required state, local and federal permits before the Office would grant a modification of this permit to transport dredged material to the alternate location.

DATE

07/30/2015



Mark C. Davis, Acting Supervisor
Office of Dredging and Sediment Technology



LEGEND:

 Limit of Disturbance (2 Acres)

ADDENDUM NO. 4
ATTACHMENT NO. 2

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**SEAVIEW ISLAND STAGING SITE
LIMIT OF DISTURBANCE**

Seaview Island
Shark River
Monmouth County, New Jersey

SCALE: 1" = 100'

DATE: July 2015





FIGURE 1

Path: Q:\500690588\GIS\Wxd\Bid_Support\Site 2 Belmar Marina Parking Lot_LOD.mxd



LEGEND:

-  Summer (Memorial Day to Labor Day) Limit of Disturbance (0.9 Acre)
-  Maximum Limit of Disturbance (1.1 Acres)

ADDENDUM NO. 4
ATTACHMENT NO. 3

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**BELMAR MARINA STAGING SITE
LIMIT OF DISTURBANCE**

Belmar Marina Parking Lot
Shark River
Monmouth County, New Jersey

SCALE: 1" = 100'

DATE: July 2015



FIGURE 2

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
CHANNEL AND SHARK RIVER SPUR
CONTRACT NO. 038201505
TOWNSHIP OF NEPTUNE, BOROUGH OF NEPTUNE CITY AND BOROUGH OF
BELMAR, MONMOUTH COUNTY
DP No: 15446
100% STATE**

Bid Date: 08/27/2015

**ADDENDUM NO. 5
Page No. 1 of 4**

THE FOLLOWING PROJECT SPECIFIC ATTACHMENTS ARE DELETED:

7. "Monmouth County Reclamation Center Technical Section, Furnish Landfill Soil Cover Material, Delivery of Landfill Soil Cover Material for the Period May 1, 2015 through April 30, 2016 (MCRC_Technical_Section.pdf)";
11. "PENDING: Township of Neptune Ordinance Waiver"; and
13. "PENDING: Borough of Belmar Ordinance Waiver".

THE FOLLOWING PROJECT SPECIFIC ATTACHMENT IS BEING PROVIDED AND IS POSTED FOR DOWNLOAD ON BIDX:

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	IS ADDED AS PROJECT SPECIFIC ATTACHMENT NO. 10

THE FOLLOWING CHANGES ARE MADE TO THE SPECIAL PROVISIONS:

PROJECT SPECIFIC ATTACHMENT NO. 10 IS CHANGED TO:

"Resolution No. 2015-128 – Resolution Authorizing the Mayor of the Borough of Belmar to Execute an Agreement with NJDOT Regarding the Storage of Dewatering Equipment and Materials within the Belmar Marina (Res_2015-128_Authorizing_signing_of_Agreement_with_NJDOT.pdf)".

105.05 WORKING DRAWINGS

SUBHEADING NO. 5 IS REPLACED WITH:

5. Dewatering Plan

Upon selection and approval of the dredged material staging and dewatering locations and methods, the Contractor will prepare and submit to the Department a Dewatering Plan outlining appropriate means and methods to stage, dewater, and process the dredged material prior to transportation and disposal. The plan will include the proposed equipment, pumps, discharge structures, discharge pipeline size and placement, discharge pipe location(s), estimated daily processing capacity, and appropriate treatment measures for the effluent prior to discharge. The effluent from the dewatering operations must adhere to the applicable New Jersey Surface Water Quality Standards at N.J.A.C. 7:9B. The Dewatering Plan will also incorporate appropriate site control measures (e.g., chain link fencing, warning signage, etc.) and soil erosion and sediment control measures as per Section 158.03.02. The Contractor will be responsible for all associated permitting and fees at no additional cost to the Department.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
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CONTRACT NO. 038201505
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BELMAR, MONMOUTH COUNTY
DP No: 15446
100% STATE**

Bid Date: 08/27/2015

ADDENDUM NO. 5
Page No. 2 of 4

**THE FOLLOWING ARE QUESTIONS RECEIVED FROM PLAN HOLDERS AND THE
RESPONSES TO THOSE QUESTIONS:**

QUESTION #9 (Sevenson Environmental Services, Inc.):
MCRC Technical Section

It appears as this technical section provided by MCRC was written for another project. For example, the required material gradation is for granular material and this project is comprised of primarily fine grained sediments. Can the NJDOT provide a technical section from MCRC that applies to this specific project?
NJDOT RESPONSE: Project Specific Attachment No. 6, “Monmouth County Reclamation Center Acceptance of Dredge material (MCRC_Acceptance.pdf)” indicates that the dredged material can be accepted by the MCRC based on current sampling data. Project Specific Attachment No. 7, “Monmouth County Reclamation Center Technical Section, Furnish Landfill Soil Cover Material, Delivery of Landfill Soil Cover Material for the Period May 1, 2015 through April 30, 2016 (MCRC_Technical_Section.pdf)”, is deleted as per this Addendum. All other MCRC technical requirements identified in Project Specific Attachment No. 6 (including dredged material stackability requirements), and Subsection 105.05 and Subpart 202.03.24 of the Special Provisions will apply to the project.

QUESTION #12 (Sevenson Environmental Services, Inc.):
Discharge Permit

In recent discussions with NJDEP, it was made clear that the Water Quality Certification required for this project could take 3 to 4 months. Is it the contractor’s responsibility to obtain the required permits?

Please verify whether or not a NPDES Permit will be required for the discharge of the water?

If a NJ Water Quality Certification is required and will include sediment and water sampling to perform the required water quality testing, including but not limited to semi-volatiles, metals, PAHs, and PCB congeners, is the contractor responsible for the sampling/testing costs?

Additionally, it appears dredging may not be able to be performed until 2016, is there a recommended escalation for 2016 NJ Prevailing Wage Rates?

NJDOT RESPONSE: Please refer to Project Specific Attachment No. 18 for the approved NJDEP ODSST permit approval, wherein a Water Quality Certificate was issued for the project, and the Pre-Project Conditions regarding water quality. The specific dewatering technology proposed by the selected Contractor will require modification of the permit and the Contractor must demonstrate that the resulting discharge will meet the applicable Surface Water Criteria at N.J.A.C. 7:9B. This process is not expected to impact the project schedule.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
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100% STATE**

Bid Date: 08/27/2015

ADDENDUM NO. 5
Page No. 3 of 4

A NJPDES permit will not be required for this contract.

It is possible that chemical testing of either bench scale or discharge will be required by NJDEP, but this will be dependent upon the dewatering technology proposed. No additional sediment testing is anticipated. Any additional costs associated with the proposed dewatering technology will be the responsibility of the Contractor.

Prevailing wage rates for the contract are the listed rates at the time of contract award. Escalation is not performed over the course of the contract.

QUESTION #13 (retracted)

QUESTION #14 (Mobile Dredging & Pumping Co.):

Section 105.05

Section 105.05, Section 5, Dewatering Plan references NJAC7:14A-12 for the effluent from dewatering operations. We do not see how these standards apply as these are for discharges from storm water or from discharges included in a NJPDES permit. Neither of these apply for this project as this would be effluent from dewatering of marine sediments. Previous projects in NJ have had a limit of 8 g/l in excess of background samples of water upstream from the dredge site for CDF effluent. Please define which standard will apply for effluent from dewatering operations.

NJDOT RESPONSE: Subsection 105.05, Subheading No. 5 of the Special Provisions has been revised as per this Addendum.

QUESTION #15 (Mobile Dredging & Pumping Co.):

MCRC

Has Monmouth County received the required NJDEP Sanitary Landfill Disruption Permit or Beneficial Use Determination for accepting this material at the MCRC?

NJDOT RESPONSE: The MCRC has applied for the necessary Bureau of Solid Waste approval to accept dredged material for alternate daily cover, and MCRC is currently awaiting approval of the request.

QUESTION #16 (Mobile Dredging & Pumping Co.):

MCRC Technical Section

Which portions of this Technical Section apply to the Shark River bid?

NJDOT RESPONSE: Please see the above response to Contractor Question #9.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
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DP No: 15446
100% STATE**

Bid Date: 08/27/2015

ADDENDUM NO. 5
Page No. 4 of 4

QUESTION #17 (Weeks Marine Inc.):

Contract Time & Liquidated Damages

In the event dredging operations are not complete at the end of the 2016 dredging window, please confirm if liquidated damages will be assessed during the environmental window that limit the contractor from performing dredging operations from January 2017-June 2017.

NJDOT RESPONSE: Liquidated damages pursuant to Subsection 108.20, Subheading A of the Special Provisions will not be assessed during permit-restricted timeframes; however, no additional costs for mobilization/remobilization will be allowed if additional dredging is required past the end of the 2016 dredging season. In addition, provisions for access to the staging/dewatering sites beyond the close of the 2016 dredging season will need to be negotiated with the municipalities by the Contractor.

QUESTION #18 (Sevenson Environmental Services, Inc.):

Award Date

For the purposes of providing a schedule, can you please provide an award date to work from for scheduling?

NJDOT RESPONSE: There is no official award date that can be provided at this time. The NJDOT will move to expedite the award of contract as soon as possible after bid opening. The schedule can reference time running from the Notice to Proceed.

RESOLUTION NO. 2015-128

**RESOLUTION AUTHORIZING THE MAYOR OF THE BOROUGH
OF BELMAR TO EXECUTE AN AGREEMENT WITH
NJDOT REGARDING THE STORAGE OF DEWATERING EQUIPMENT
AND MATERIALS WITHIN THE BELMAR MARINA**

WHEREAS, The New Jersey Department of Transportation is prepared to go out to bid for dredging of the state channels in the Shark River; and

WHEREAS, the New Jersey Department of Transportation has asked Belmar to allow for dewatering equipment and materials to be placed in the Belmar Marina for a period of up to 12 months in 2015 and 2016; and

NOW, THEREFORE, BE IT RESOLVED that Mayor Matthew J. Doherty is hereby authorized to execute the Agreement.

BE IT FURTHER RESOLVED, that a copy of this Resolution is forwarded to New Jersey Department Transportation and filed in the Borough Clerk's office.

Mayor Doherty offered the above resolution and moved its adoption.

Seconded by Council member Nicolay and adopted by the following vote:

Councilmembers:	AYES	NAYS	ABSTAIN	ABSENT
Ms. Keown-Blackburn	X			
Mr. Magovern	X			
Mr. Brennan	X			
Mrs. Nicolay	X			
Mayor Doherty	X			

Adopted: June 3, 2015

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
CHANNEL AND SHARK RIVER SPUR
CONTRACT NO. 038201505
TOWNSHIP OF NEPTUNE, BOROUGH OF NEPTUNE CITY AND BOROUGH OF
BELMAR, MONMOUTH COUNTY
DP No: 15446
100% STATE**

Bid Date: 08/27/2015

ADDENDUM NO. 6
Page No. 1 of 1

**THE FOLLOWING PROJECT SPECIFIC ATTACHMENT IS BEING PROVIDED AND
IS POSTED FOR DOWNLOAD ON BIDX:**

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	IS ADDED AS PROJECT SPECIFIC ATTACHMENT NO. 17

THE FOLLOWING CHANGES ARE MADE TO THE SPECIAL PROVISIONS:

Page 2 of 37

PROJECT SPECIFIC ATTACHMENT NO. 17 IS CHANGED TO:

17. Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur. (NAN-2015-00718-EPI-NJDOT-Office of Maritime-Permit.pdf)".

105.08 ENVIRONMENTAL PROTECTION

SUB-PART 2.a IS DELETED AND REPLACED WITH THE FOLLOWING:

- a) Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur. (NAN-2015-00718-EPI-NJDOT-Office of Maritime-Permit.pdf).

DEPARTMENT OF THE ARMY PERMIT

Permittee: New Jersey Department of Transportation– Office of Maritime Resources
Contact: Genevieve Clifton
1035 Parkway Avenue
P.O. Box 600
Trenton, NJ 08625
(609)530-4770

Permit Number: NAN-2015-00718

Issuing Office: U.S. Army Corps of Engineers, New York District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Dredge with ten years maintenance at two sections in Shark River (Channel #038 and Spur (#039) and discharge of dredged material. Material (sand/silt) will be hydraulically dredged and piped via secure welded pipeline to a mechanical dewatering location (proposed) prior to removal, where it will then be transported to Monmouth County Reclamation Center Landfill located in the Borough of Tinton Falls, for use as alternate cover material.

Hydraulic dredging of approximately one hundred and two thousand cubic yards (102,000 yds³) of sediment, from approximately eight thousand six hundred linear feet (8,600 ft) of the Shark River. Dredge to a depth of six feet below mean low water (-6' MLW), plus one foot (1') of allowable over-dredge. The channel design width shall be 100 feet with 3:1 side slopes. Two (2) additional dredging events of approximately 15,000 cubic yards each are projected over the course of the 10-year permit.

All regulated work shall be performed in accordance with the attached dated permit drawings, Special Conditions (A) through (D) and the New Jersey Department of Environmental Protection Permit No. 1300-15-0001.1 WFD150001, incorporating the Section 401 of the Clean Water Act Water Quality Certificate, dated July 30, 2015, which are hereby made part of this permit.

Project Location:

IN: Shark River Channel and Spur tributary to the Atlantic Ocean

AT: Neptune Township and Borough of Belmar, Monmouth County, New Jersey.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends _____. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- (A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- (B) No dredging or other in-water work may be undertaken between March 1 to June 30 of

any calendar year to protect spawning and nursery areas for several anadromous fish species including alewife (*Alosa pseudoharengus*) and blueback herring (*Alosa aestivalis*) fish.

- (C) No in-water work shall take place from November 15 to December 31 to protect winter flounder during their migration period in this area.
- (D) Submit the following information, at a minimum, to the First Coast Guard District for publication in the Local Notice to Mariners before starting operations:

- Date of submission
- Name, phone number, and email address of project point of contact
- Company Name
- Type of Work
- Waterway and location where work will be done
- Latitude & Longitude of work area (Degrees, Minutes, Thousandths of seconds)
- Work Start & Stop dates of Hours of Operation
- Equipment on scene
- Passing Arrangements/Time to move vessels to not impede navigation:
- VHF Radio Channel monitored
- Disposal Site (if used)
- NOAA Chart Number for the area

Email the above information to LNM@uscg.mil or faxed to (617) 223-8291 a minimum of 14 days before starting operations.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (x) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).
- (x) Section 404 of the Clean Water Act (33 U.S. Code 1344).

2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: in issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
- 6. Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for a time extension.

PERMITTEE: New Jersey Department of Transportation – Office of Maritime Resources
PERMIT NUMBER: NAN-2015-00718

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)
New Jersey Department of Transportation

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

David A. Caldwell
Colonel, US Army
Commander

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

(TRANSFEREE)

(DATE)

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
CHANNEL AND SHARK RIVER SPUR
CONTRACT NO. 038201505
TOWNSHIP OF NEPTUNE, BOROUGH OF NEPTUNE CITY AND BOROUGH OF
BELMAR, MONMOUTH COUNTY
DP No: 15446
100% STATE**

Bid Date: 08/27/2015

ADDENDUM NO. 7
Page No. 1 of 2

THE FOLLOWING CHANGE IS MADE TO THE PROPOSAL:

The date for receipt of Bids is CHANGED to September 3, 2015.

This Proposal CHANGE is available from the NJDOT Bid Express website as Amendment No. 2.

**THE FOLLOWING ARE QUESTIONS RECEIVED FROM PLAN HOLDERS AND THE
RESPONSES TO THOSE QUESTIONS:**

QUESTION #19 (Sevenson Environmental Services, Inc.):

Water Quality/Treatment

Based on Addendum #5 can you please confirm that the Turbidity requirements are a maximum 30-day average of 10 NTU and a maximum of 30 NTU at any time? Additionally, please confirm that this is over background measurements?

Will Water Quality testing be required during construction? If so, what frequency and who is responsible (for both effluent and background)?

NJDOT RESPONSE: Specific NJDEP approval of the dewatering process must be obtained prior to commencement of the project pursuant to NJDEP Waterfront Development Permit #1300-15-0001.1, pre-project condition No. 2. It is the responsibility of the contractor to demonstrate that the discharge from the selected dewatering process will not cause an excursion above the applicable Surface Water Quality Standards within the Shark River. Demonstration may consist of, but is not limited to, bench scale tests, removal efficiency rates, and discharge monitoring data. Upon review of this submitted information, NJDEP may require initial intake/effluent monitoring to verify that on-site implementation is comparable to submitted performance information. If on-site data is comparable, intake/effluent sampling could be discontinued.

QUESTION #20 (Sevenson Environmental Services, Inc.):

Bid X

Have the new EBS files that correspond with addendum 5 been provided? I was told we need these to match current addendum. Last posted was the ebs file that corresponded with addendum 1, we believe.

NJDOT RESPONSE: No new EBS file is needed for Addendum 5.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
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DP No: 15446
100% STATE**

Bid Date: 08/27/2015

ADDENDUM NO. 7
Page No. 2 of 2

QUESTION #21 (Sevenson Environmental Services, Inc.):

USACE Permit

USACE Permit states that no in-water work can take place between November 15 and December 31. This drastically changes schedule of work. Will the bid be postponed to allow contractor to reassess their approach and bid price?

NJDOT RESPONSE: The date for receipt of Bids is changed to September 3, 2015.

QUESTION #22 (Weeks Marine, Inc.):

Amry Corp. Permit Environmental Windows

The USACE permit released in in Addendum 6 includes a fish moratorium from November 15th to December 31st. Will this environmental window be enforced as this will now likely push all dredging to Dredge Season #2 (July-Early November of 2016). With the available dewatering area and limited access constraints, this additional constraint makes completing the in water work in this time period unrealistic.

NJDOT RESPONSE: The permit conditions will be enforced.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
CHANNEL AND SHARK RIVER SPUR
CONTRACT NO. 038201505
TOWNSHIP OF NEPTUNE, BOROUGH OF NEPTUNE CITY AND BOROUGH OF
BELMAR, MONMOUTH COUNTY
DP No: 15446
100% STATE**

Bid Date: 09/03/2015

ADDENDUM NO. 8
Page No. 1 of 3

**THE FOLLOWING PROJECT SPECIFIC ATTACHMENT IS BEING PROVIDED AND
IS POSTED FOR DOWNLOAD ON BIDX:**

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	REPLACES PREVIOUSLY POSTED PROJECT SPECIFIC ATTACHMENT NO. 17 (ADDENDUM NO. 6, ATTACHMENT NO. 1)

Please note that the permit restrictions on dredging have been significantly changed.

THE FOLLOWING CHANGES ARE MADE TO THE SPECIAL PROVISIONS:

Page 2 of 37

PROJECT SPECIFIC ATTACHMENT NO. 17 IS CHANGED TO:

17. ****UPDATE**** Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur. (UPDATE_NAN-2015-00718-EPI-NJDOT-Office of Maritime-Permit.pdf)”.

105.08 ENVIRONMENTAL PROTECTION

SUB-PART 2.a IS DELETED AND REPLACED WITH THE FOLLOWING:

- a) ****UPDATE**** Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur. (UPDATE_NAN-2015-00718-EPI-NJDOT-Office of Maritime-Permit.pdf).

**THE FOLLOWING ARE QUESTIONS RECEIVED FROM PLAN HOLDERS AND THE
RESPONSES TO THOSE QUESTIONS:**

QUESTION #23 (Weeks Marine, Inc.):

Shark River Dredging Proposal Documentation

With the new in water work schedule restrictions placed on the project, our proposals submitted to the State will need to be revised and resubmitted. Can you please confirm that the State will accept new proposals with revised documentation?

NJDOT RESPONSE: Provided that the bidders resubmit their paper bid documents with an accompanying letter or note directing the bid replacement request prior to the new bid due date/time, the revised bid will be accepted.

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Question #24 (Weeks Marine Inc.):

Project Completion Date

With the new in water work restrictions in place, the silty nature of the sediment, and the limited dewatering areas available to contractors, completing the project on time without putting additional resources and equipment on the project at additional cost to the State is unlikely. Completing the job with the current restrictions will significantly increase our price and may result in a not competitive tendering process if other contractors are assuming they can push their operations into the 2017 dredge season. Please confirm if an extension to the completion date highlighted in section 108.10 is currently being considered by the State. Will proposals with completion dates beyond that of the current contract documents still be considered by the State? If the work extends into the 2017 dredge season, will the State or Contractor be responsible for getting land use agreement extensions with the local municipalities? Will the MCRC accept the material through the 2017 dredge season?

NJDOT RESPONSE: Substantial and final completion dates remain unchanged.

Question #25 (Mobile Dredging & Pumping Co.):

Army Corps Permit Number NAN-2015-00718

Special condition (c) of the Army Corps Permit Number NAN-2015-00718 must be removed in order for this project to be completed during the calendar year 2016. Other similar dredging work is currently being performed in the inland coastal waters of New Jersey without this restriction. The in water work restriction of November 15 to December 31 would add significant cost and time to this project by requiring an additional mobilization in 2017. Will the NJDOT pay for an additional mobilization and demobilization in 2017 and extend the project completion to March 2018 if Special Condition C is not removed?

NJDOT RESPONSE: After deliberations regarding the winter flounder migration restriction- the Army Corps has removed the winter flounder migration restriction between Nov 15 and Dec 31. However, the following will remain in effect: no in-water work shall take place between January 1st and June 30th of any given year to protect winter flounder during their spawning period. A revised permit is attached.

QUESTION #26 (Mobile Dredging & Pumping Co.):

NJDEP Permit Modification

The NJDEP NJAC 7:9B requirements for dewatering process effluent limits and testing allow changes to ambient water quality and lower restrictions on effluent based on various factors which may be beneficial to the project or the community. The contractor is required to get NJDEP approval of the dewatering process. If the contractor's proposed dewatering process, effluent limits and testing are based on previous NJDEP approved dewatering processes from similar projects, will the contractor be granted a change

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order or be permitted to withdraw from this project if the NJDEP does not approve the contractor's proposed dewatering process, effluent limits and testing?

NJDOT RESPONSE: Contractors must ensure compliance with NJDEP regulations and will not be allowed to withdraw from the project for failure to obtain NJDEP approvals. The Department's change order process is outlined in the Specifications.

DEPARTMENT OF THE ARMY PERMIT

Permittee: New Jersey Department of Transportation– Office of Maritime Resources
Contact: Genevieve Clifton
1035 Parkway Avenue
P.O. Box 600
Trenton, NJ 08625
(609)530-4770

Permit Number: NAN-2015-00718

Issuing Office: U.S. Army Corps of Engineers, New York District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Dredge with ten years maintenance at two sections in Shark River (Channel #038 and Spur #039) and discharge of dredged material with upland placement. Material (sand/silt) will be hydraulically dredged and pumped via secure welded pipeline to either of two temporary mechanical dewatering locations located at Tax Block 108, Lot I, Borough of Belmar, and Tax Block 563, Lots I and 2, Neptune Township. Dredged material shall be adequately dewatered, prior to removal. Dewatering will involve return flow into waters of the US (Shark River). Sand and silt material will be transported by truck to the Monmouth County Landfill, located in the Borough of Tinton Falls, for use as alternate cover material.

Hydraulic dredging of approximately one hundred and two thousand cubic yards (102,000 yds³) of sediment, from approximately eight thousand six hundred linear feet (8,600 ft) of the Shark River. Dredge to a depth of -6 feet mean low water, plus one foot of allowable over-dredge. The channel design width shall be 100 feet with 3:1 side slopes. Two (2) additional dredging events of approximately 15,000 cubic yards each are projected over the course of the 10-year permit.

All regulated work shall be performed in accordance with the attached dated permit drawings, Special Conditions (A) through (D) and the New Jersey Department of Environmental Protection Permit No. 1300-15-0001.1 WFD150001, incorporating the Section 401 of the Clean Water Act Water Quality Certificate, dated July 30, 2015, which are hereby made part of this permit.

Project Location:

IN: Shark River Channel and Spur tributary to the Atlantic Ocean

AT: Neptune Township and Borough of Belmar, Monmouth County, New Jersey.

Permit Conditions:

General Conditions:

- 1. The time limit for completing the work authorized ends _____ . If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.**
- 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.**
- 3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.**
- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.**
- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.**
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.**

Special Conditions:

- (A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free**

navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

- (B) No dredging or other in-water work may be undertaken between March 1 to June 30 of any calendar year to protect spawning and nursery areas for several anadromous fish species including alewife (*Alosa pseudoharengus*) and blueback herring (*Alosa aestivalis*).
- (C) No dredging or other in-water work disturbing the subsurface ground level shall occur from January 1 through March 1 of any calendar year, based on NJDEP restrictions for Winter Flounder spawning and early life stages.
- (D) Submit the following information, at a minimum, to the First Coast Guard District for publication in the Local Notice to Mariners before starting operations:

- Date of submission
- Name, phone number, and email address of project point of contact
- Company Name
- Type of Work
- Waterway and location where work will be done
- Latitude & Longitude of work area (Degrees, Minutes, Thousandths of seconds)
- Work Start & Stop dates of Hours of Operation
- Equipment on scene
- Passing Arrangements/Time to move vessels to not impede navigation:
- VHF Radio Channel monitored
- Disposal Site (if used)
- NOAA Chart Number for the area

Email the above information to LNM@uscg.mil or faxed to (617) 223-8291 a minimum of 14 days before starting operations.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (x) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).
- (x) Section 404 of the Clean Water Act (33 U.S. Code 1344).

2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.

- c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability: in issuing this permit, the Federal Government does not assume any liability for the following:**
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.**
- 5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:**
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
- 6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will**

PERMITTEE: New Jersey Department of Transportation – Office of Maritime Resources
PERMIT NUMBER: NAN-2015-00718

normally give favorable consideration to a request for a time extension.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)
New Jersey Department of Transportation

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

David A. Caldwell
Colonel, US Army
Commander

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

(TRANSFEREE)

(DATE)

SPECIAL PROVISIONS

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SHARK RIVER
CHANNEL & SHARK RIVER SPUR
CONTRACT NO. 038201505
TOWNSHIP OF NEPTUNE, BOROUGH OF NEPTUNE CITY, AND BOROUGH OF BELMAR, MONMOUTH
COUNTY**

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (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 37 inclusive, with all associated attachments.

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

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The following Wholly State Funded Project Attachments are located at the end of these Special Provisions:

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or Partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100 Percent State Funded Contracts.
5. Notice Of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents for 100% State Funded Contracts.

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. P.L. 2001, Chapter 429 – C.27:1-83 & 84 (P.L. 2001, Chapter 429.pdf)

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2. Example of a Contractor's Daily Production Report (ExampleDailyProduction.xlsx).
3. 2015 Technical Report on the Sampling and Testing of Sediment From Shark River Channel and Shark River Spur (2015TechnicalReport_SedimentSampling.pdf).
4. 2015 Channel Sampling Coordinates CSV Format (2015_Sampling_Cores.csv).
5. 2015 Channel Sampling Coordinates CAD Format (2015_Sampling_Cores.dwg).
6. Monmouth County Reclamation Center Acceptance of Dredge Material (MCRC_Acceptance.pdf).
7. Monmouth County Reclamation Center Technical Section, Furnish Landfill Soil Cover Material, Delivery of Landfill Soil Cover Material for the Period May 1, 2015 through April 30, 2016 (MCRC_Technical_Section.pdf)
8. NJAC 7:14A-12, Appendix B Effluent Standards for Site Remediation Projects (NJAC_7_14A-12.pdf).
9. Township of Neptune Right of Entry Authorization for Staging/Dewatering Site Use (TwpofNeptune_ROE.pdf).
10. PENDING: Borough of Belmar Right of Entry Authorization for Staging/Dewatering Site Use.
11. PENDING: Township of Neptune Ordinance Waiver.
12. Borough of Belmar Zoning Ordinance (Belmar_Zoning_Ordinance.pdf).
13. PENDING: Borough of Belmar Ordinance Waiver.
14. Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, 1984 Permit No. 13454 (1984 ACOE Permit 13454.pdf).
15. Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, 1985 No. 13606 (1985 ACOE Permit 13606.pdf).
16. State of New Jersey Department of Environmental Protection Division of Coastal Resources Permit Number 83-0043-1 Type of Approval(s) Waterfront Development Permit/Water Quality Certificate WFD Applicant: NJDEP Bureau of Coastal Engineering Site Location: Shark River Municipality: Neptune Township County: Monmouth (1983 NJDEP Permit 83-0043-1.pdf)
17. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur.
18. PENDING State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology, Coastal Zone Management Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur.

ADVERTISEMENT OF MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS
 FOR SHARK RIVER CHANNEL & SHARK RIVER SPUR
 CONTRACT NO. 038201505

TOWNSHIP OF NEPTUNE, BOROUGH OF NEPTUNE CITY, AND BOROUGH OF BELMAR, MONMOUTH COUNTY

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.02 ABBREVIATIONS

THE FOLLOWING TERMS ARE ADDED.

The following abbreviations are used in the contract:

AD	after dredge
BD	before dredge
MHW	Mean High Water
MLW	Mean Low Water
OMR	Office of Maritime Resources

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: 609-530-4770

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.

THE FOLLOWING IS ADDED:

8. The Bidder has attended the mandatory pre-bid conference on Friday, July 24th at 10 a.m. at 601 Main St, Belmar, New Jersey and site visit immediately following.

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102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

102.03 REVISIONS BEFORE SUBMITTING A BID

THE SECOND PARAGRAPH IS CHANGED TO:

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

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

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

1. Evaluation of Subsurface and Surface Conditions.

THE FOLLOWING IS ADDED:

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

3. Existing Plans and As-Builts.

Existing Plans and As-Builts used are as follows:

- a. Project No. 2002
State of New Jersey
Department of Environmental Protection
Division of Coastal Resources
Bureau of Coastal Engineering
Survey Before Dredging
Shark River
Township of Neptune and Borough of Belmar
County of Monmouth
December 17, 1990

- b. Project No. 2020
State of New Jersey
Department of Environmental Protection
Division of Coastal Resources
Bureau of Coastal Engineering
Proposed Dredging
Shark River Back Channel

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FOR SHARK RIVER CHANNEL & SHARK RIVER SPUR

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County of Monmouth
September 19, 1984

- c. Project No. 2020
State of New Jersey
Department of Environmental Protection
Division of Coastal Resources
Bureau of Coastal Engineering
Proposed Dredging
Shark River
County of Monmouth
December 3, 1982

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. List a minimum of three projects of similar size and scope with references and production rates for both dredging and dewatering.
9. An approach to meeting the project goals that will include text and process flow diagram(s). Include the make/model of dredging and dewatering equipment.

102.15 DISQUALIFICATION OF BIDDERS

PART (10) IS CHANGED TO:

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

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SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

THE FOLLOWING IS ADDED:

As per P.L. 2001, Chapter 429 – C.27:1-83 & 84, the New Jersey Department of Transportation Office of Maritime Resources has the legal authority to procure dredging projects, as well as to award and negotiate contracts that are most advantageous to the Department in its judgment, upon consideration of price and other factors. The Department may reject specific bid items at their discretion.

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

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Department will limit the total amount paid for each piece of equipment to a maximum of the monthly rate.

THE FOLLOWING PART IS ADDED:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

10. Subcontractors.

THE SECOND PARAGRAPH IS CHANGED TO:

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

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

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

SECTION 105 – CONTROL OF WORK

THE FOLLOWING IS ADDED:

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.01 Labor and Equipment

1. Labor

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Field Management Personnel - Provide Field Management Personnel to perform the functions of Supervisor, Quality Engineer/Inspector, and Safety/Environmental Engineer/Inspector. The Field Management Personnel are required on-site when this Contract has active ongoing 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

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equipment in accordance with plans, specifications, and manufacturers' instructions, and conform to contract documents.

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

105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. After Award, the Department will provide additional formatting information, the number of copies required, and the address of the receiving designated design unit.

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE NINTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

1. Work Plan

Prepare and submit for approval a work plan drawing that shows the locations and intended sequential order of dredging work in detailed increments of no greater than one calendar week's duration prior to commencement of dredging operations. Indicate the length and width of dredge cuts to be made for each incremental segment and show the relationship of dredging location with the discharge pipe and fill locations for each work segment shown. Include in the work plan a description demonstrating that the dredging plant to be used will meet the requirements for the minimum size standard as described in Section 202.02.02 of these specifications. Include booster pumps and general pipeline descriptions. Include truck routes from the chosen staging/dewatering site(s) to the final disposal location(s). Utilize the forms provided as an attachment to these Special Provisions.

2. Pipeline Route Plan

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

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3. Structures Protection Plan

Prepare and submit for approval a “Structures Protection Plan” prior to commencement of dredging operations. Include descriptions of plans for protection of any structures within the areas of work to be encountered. Approval of the plan does not relieve the Contractor of responsibility of damages to private or public property.

4. 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 agreement with any affected marinas and the US Coast Guard. Allowable channel closure schedule to be in accordance with Section 105.08 – 7d.

5. Dewatering Plan

Upon selection and approval of the dredged material staging and dewatering locations and methods, the Contractor will prepare and submit to the Department a Dewatering Plan outlining appropriate means and methods to stage, dewater, and process the dredged material prior to transportation and disposal. The plan will include the proposed equipment, pumps, discharge structures, discharge pipeline size and placement, discharge pipe location(s), estimated daily processing capacity, and appropriate treatment measures for the effluent prior to discharge. The effluent from the dewatering operations must adhere to the NJAC 7:14A-12, and the standards set forth in NJAC 7:14A-12, Appendix B Effluent Standards for Site Remediate Projects. The Dewatering Plan will also incorporate appropriate site control measures (e.g., chain link fencing, warning signage, etc.) and soil erosion and sediment control measures as per Section 158.03.02. The Contractor will be responsible for all associated permitting and fees at no additional cost to the Department.

6. Soil Erosion and Sediment Control Plan

Upon selection and approval of the dredged material staging and dewatering locations and methods, the Contractor will prepare and submit to the Department a Soil Erosion and Sediment Control Plan outlining appropriate soil erosion and sediment control measures as per Section 158.03.02 for review and approval.

7. Material Handling Plan

Upon selection and approval of the dredged material acceptance locations, the Contractor will prepare and submit to the Department a Material Handling Plan (MHP) for material encountered, and removed as part of this project. At a minimum, the MHP should include the following to the extent that they are applicable:

- a. Techniques to be used in managing the material during all phases of generation, dewatering, temporary storage, loading, transportation, and placement.
- b. Current receiving facility certification and permits.
- c. Qualifications of the licensed hauler.
- d. Types of equipment to be used in transporting the dredged material.
- e. Proposed truck route(s) to the receiving facility and weighing facilities.
- f. Material characterization forms, if required by receiving facility.
- g. Documentation of the facility’s acceptance of the dredged material prior to transporting any material off-site.
- h. Transport bills of lading.
- i. Receipts from the receiving facility.

The Monmouth County Reclamation Center (MCRC) can accept the dredged material as long as the stipulations outlined in the Acceptance of Dredge Material letter dated May 28, 2015 from MCRC and the MCRC Technical Section on Furnish Landfill Soil Cover Material, from the facility’s Solid Waste Permit Operations and Maintenance Manual, are met. Refer to the MCRC Technical Section on Furnish Landfill Soil Cover Material for provisions on hauling and acceptance information and other requirements from MCRC. The Contractor shall also meet the following provisions:

- a. Operating hours at the MCRC are 7:00 a.m. to 3:30 p.m. Deliveries shall be limited to these operating hours. Any deliveries proposed during non-operating times, County holidays, or weekends must be approved by and scheduled with the MCRC Superintendent.
- b. Provide to MCRC a master list of all vehicles to be used in the delivery of dredged material.
- c. All material must be unloaded at stockpile locations designated by the MCRC.
- d. All material shall be weighed in at the MCRC scale facility prior to dumping.
- e. All trucks must remain tarped until reaching the designated dumping/stockpile location(s).
- f. All trucks must obey site speed limit and traffic signs and shall remain on the route established by the MCRC.
- g. Any trucks/companies not complying with site rules may be banned from the MCRC site.
- h. Smoking is strictly prohibited on the MCRC site(s).
- i. All loads of dredged materials shall be free of debris, trash, rocks greater than six inches in diameter, etc. Any loads containing these materials must be removed from the MCRC site by the Contractor at no additional charge. These materials are to be separated prior to transport and disposed of under the appropriate line item.

Refer to Section 202.03.24 if the Contractor chooses a location other than MCRC.

TABLE 105.05-1 IS CHANGED TO:

Table 105.05 1 – Working Drawing Submission Category	
Certified	Approved
Work Plan	Dewatering Plan
Pipeline Route Plan	Soil Erosion and Sediment Control Plan
Structures Protection Plan	Material Handling Plan
Channel Closure Plan	
Sign Legends	
Health and Safety Plan	

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

1. **Certified Working Drawings.** For working drawings requiring certification, include two 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.

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.

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:

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

TELECOMMUNICATION
 Verizon–New Jersey, Inc.
 Mr. William Z. Moschberger
 Southern FMC

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10 Tansboro Road, 2nd Floor
Berlin, NJ 08009
Telephone: 732-357-3034

GAS

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

CABLE TELEVISION

Cablevision
Mr. Alan Szucs
275 Centennial Avenue
Piscataway, NJ 08854
aszucs@cablevision.com
Telephone: 732-496-0119

WATER

New Jersey American Water
Mr. Kevin Watsey
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: 856-346-8200

SANITARY

Ocean Grove Sewerage Authority
Ms. Sharon Killgallon
1900 Corlies Avenue
Neptune, NJ 07753
Telephone: 732-775-8705
732-775-8799

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

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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 Department.

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. The application for the permit(s) and authorization(s) are submitted and they will be provided when they are received.

- a) PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur.
- b) PENDING State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology, Coastal Zone Management Permit, Maintenance Dredging and Channel Improvements for Shark River Channel and Shark River Spur.

All additional required permitting (e.g., dewatering discharges, alternate disposal locations, etc.) will be the responsibility of the Contractor. No separate payment will be made for Permitting.

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

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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.

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/identify/nrsr.htm. Refer to the Permit plans for location of archaeological artifact and buffer.

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

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

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

- c) **Navigable Waters.** If work is required over, on, or adjacent to navigable waters, do not interfere with the free navigation of the waterways, and ensure that the existing navigable depths are not reduced, except as allowed by permits issued for the Project. Before beginning work in or over a navigable waterway for which maintenance dredging permits have been issued, notify the Coast Guard and other agencies specified by permit condition. Refer to the permit conditions in the environmental permits listed in Section 105.08.2 and provided as attachments to these Special Provisions for notification requirements and other restrictions.
- d) **Obstruction of Channel.** The Department is not responsible for keeping the channel free from vessels or other obstructions. Marine traffic in the immediate project area consists of pleasure and commercial

vessels, including fishing vessels, and occasional barge and tug traffic. Local marine traffic has precedence over the dredging operations, except as approved in the Channel Closure Plan. Channel closures must be performed in accordance with the following schedule:

April 1 – September 30 of any given year

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 on the following holidays:

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

Note:

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

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

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

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

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

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

- h) Protection of Water Resources.** Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

Turbidity - Conduct dredging and disposal operations in a manner to minimize turbidity and conform to all water quality standards as prescribed by the applicable permits. The effluent from the dewatering operations must adhere to the NJAC 7:14A-12, and the standards set forth in NJAC 7:14A-12, Appendix B Effluent Standards for Site Remediation Projects.

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

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

THE FOLLOWING SUBSECTION IS ADDED:

105.11 ACCESS TO THE WORKSITE

Water access to the dredging sites is from the Atlantic Ocean and the Shark River Inlet. Access to shore side work and to watercraft transport locations may be made via the interstate highway system, the Garden State Parkway, NJ Route 35, and local streets in the Township of Neptune, Borough of Neptune City, and Borough of Belmar areas. Rail and airport facilities are not believed to be available in the project area 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 107 – LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

THE FOURTH PARAGRAPH IS CHANGED TO:

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

107.09 INDEPENDENT CONTRACTOR

THE ENTIRE SUBSECTION IS CHANGED TO:

The relationship of the Contractor to the Department 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 Section 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 Section 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 Section 109.11 and all claims have been reviewed at Steps I and II of the Claims Resolution Process. When reviewing a combination of claims, the Claims Committee will not review any individual claim valued less than \$20,000.

THE FOLLOWING SUBSECTION IS ADDED

107.17 COMMUNICATION WITH THE NEWS MEDIA AND PUBLIC

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

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

THE FOLLOWING SUBPART IS ADDED TO THE FIRST PARAGRAPH:

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4. Prior to mobilization, provide 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

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

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

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in Section 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 seven (7) calendar 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 delay log with each Daily Report of Operations. Describe and record delays for any period when the dredge pump is not operating and pumping dredged material. Record operating delays in 5 minute intervals.

Additionally, maintain one up-to-date copy of all the daily reports on site. Prepare and submit similar daily reports of staging and transport of dredged material to final disposal locations. 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.

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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 Award Conference.

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.

THE FOLLOWING IS ADDED:

Pursuant to the Borough of Belmar Zoning Ordinance No. 1992-32 § 7.22-13(b), spotlights or other types of artificial lighting, that provide a concentrated beam of light for operations on land, shall be so directed that the beam of light does not extend beyond any property lines.

108.10 CONTRACT TIME

THE FOLLOWING IS ADDED:

- A. Complete all work required for Substantial Completion on or before December 31, 2016.
- B. Achieve Completion on or before February 15, 2017.

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 filling activities associated with dredging operations. The RE will assess any delay claims due solely to weather and award excusable, non-compensable extensions as appropriate.

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 Section 108.11.01.B.3.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

THE FOLLOWING IS ADDED AFTER THE 2ND PARAGRAPH:

If the Department directs the Surety to complete the Contract, and the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the Department a request for approval of the proposed

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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 an after-dredge survey as specified in Section 202.04.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

108.20 LIQUIDATED DAMAGES

THE FOLLOWING IS ADDED:

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Section 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$900.
- B. For each day that the Contractor fails to achieve Completion as specified in Section 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$450.

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.

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.

THE FOLLOWING IS ADDED:

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The Contractor will invoice for each channel (Shark River Channel and Shark River Spur) separately. Allocate unit costs between the two channels based on the correct volume ratio.

109.05 ESTIMATES

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

THE NINTH PARAGRAPH IS CHANGED TO:

In the first Estimate following installation of all landscape work, the Department will reduce the retainage withheld to one percent of the total adjusted Contract price, excluding subcontracted work on Federally funded 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 Section 108.14.

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 Section [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.

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 Department, 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 AS IT APPEARS IN THE SI IS CHANGED TO:

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

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

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

152.03.03 Pollution Liability Insurance

SUBPART 9 IS ADDED TO THE THIRD PARAGRAPH:

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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.

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 indicating in detail each construction activity for Dredging, Dredged Material Processing, and Disposal. Assign dredging activities in segments related to the various channel reaches or in groups of work not longer than 10 days duration. Identify temporary staging/dewatering/processing locations and disposal facilities for dredged materials. 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. Submit shop drawings or working drawings to explain details of the excavation, staging, and dewatering activities. The format and details of the Construction Schedule must be approved by the RE prior to commencement of any work. The Contractor will provide an implementation schedule to the Department which factors in the Contractor's proposed means and methods, daily capacity estimates for dredging and processing of the dredged material, and applicable timing restrictions (see NJDEP permit), with the goal to reach substantial completion by December 31, 2016 and completion by February 15, 2017 as specified in Section 108.10. If the proposed schedule is deemed unattainable by the Contractor, and alternative schedule will be provided to the Department as part of the Contractor's bid.

The dredging may be performed in both the Shark River Channel and Shark River Spur Channel areas as needed to efficiently utilize equipment and manage staging and dewatering operations. Complete continuous reaches of channel required depths from the chosen starting point to completion point of the two main channel segments (Shark River and Shark River Spur Channels). Provide a detailed description of the order of work in the schedules and working drawings submitted to the RE for approval. Perform the work in the order described and as approved by the RE. Changes in the approved order of work must be requested of the RE in writing and receive written approval prior to the change being implemented.

THE FOLLOWING IS ADDED:

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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 Section 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 movement of personnel and equipment to the project site, the establishment of the contractor’s offices, shops, storage areas, sanitary and other equipment or facilities required by the Contract as well as by Federal, State, or Local 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.

The work covered by this section also includes the following:

1. Mobilization, demobilization and relocation of dredging, towing, transport, attendant plant and equipment required for performance of all specified dredging work.
2. Mobilization, demobilization and relocation of boosters, pipelines, shore valves, tractors, loaders and any equipment required to perform the transportation of dredged material to the designated dewatering location as well as dewatering, staging, loading, and transportation for dredged material.
3. Any re-mobilization and demobilization required to meet the schedules in the Federal or State permit conditions encountered by the contractor.

154.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

The Department will make payment for Items as follows:

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

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

- 1) Payment of 60% of the lump sum bid price upon completion of the Contractors mobilization at the work site and commencement of actual dredging as determined by the RE.
- 2) Payment of the remaining 40% of the lump sum bid price upon substantial completion of the work.

Mobilization is deemed complete after the first 24 hour period in which the Contractor places the minimum volume requirement for the dredging plant prescribed in Section 202.

Should the payment amount represented by 60% of the lump sum bid price for item MOBILIZATION be in excess of that determined to be reasonable by the RE, the Contractor will be required to support actual costs of the Mobilization through submittals in accordance with the General Conditions of this Contract in order to be paid at the first partial payment period. Should it be determined that 60% of the lump sum bid price for item MOBILIZATION is in excess of actual mobilization costs, the actually substantiated cost amount will be paid at the time of mobilization and the remaining amount of the lump sum bid price for item MOBILIZATION will be paid with the payment for substantial completion of the work.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office

4. Communication Equipment.

- a. **Telephones.** Provide 1 cordless phone with auto-switching.
- b. **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 1 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
- c. **Computer System.** Provide a computer system meeting the following requirements:
 - 3 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 2.0 compatible and has at least two front USB ports Include Keyboard, optical mouse and 2 piece desktop speakers.
 2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least one wired Ethernet switch.
 3. High-speed broad band connection and service with a minimum speed of 3 Megabits per second (mbps) with dynamic IP address for the duration of the project.
 4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.
 5. 40 Gigabyte or larger external drive with backup software for MS-Windows, and fifteen corresponding formatted data cartridges corresponding to the tape drive size.
 6. 1 Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.
 7. Uninterruptible power supply (UPS).
 8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.
 9. 1 Computer workstation, chair, printer stand, and/or table having both appropriate surface and chair height.
 10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

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

Also provide:

24 USB 8 GB Flash/Jump memory drives

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

1 color laser printers 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.
6. Primavera Project Management, latest version
7. 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 FOLLOWING IS ADDED:

- e. **Marine Radios.** Provide 2 Waterproof handheld marine VHF two-way radio that is capable of transmitting and receiving on both channel 13 (ship-to-ship) and channel 16 (hailing/emergency).

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

SUBPART (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.

SUBPART (2) IS CHANGED TO:

2. 1 digital camera. Ensure each digital camera has auto-focus, with rechargeable batteries and charger, 256 MB memory card, USB Memory Card Reader compatible with camera and field office computer, 1.5 inch LCD monitor, 8 mega pixel resolution, 10 X optical zoom lens, built in flash, image stabilization, computer connections, and a carrying case

7. **Inspection Equipment.**

1. 1 Calculator with trigonometric capability
2. 1 Date/ Received stamp and ink pad
3. 1 Cloth tape, 100 feet

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4. 1 Steel Tape, 25 feet
5. 1 Illuminated measuring wheel
6. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.
7. 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.
8. 4 sets of Mustang Survival Model No. MS2175 22 survival suits or approved equal
9. 4 Sets of rain gear with reflective sheeting
10. 4 Sets of hearing protection with a NRR rating of 22 dB
11. 4 Sets of eye protection according to ANSI Z87.1
12. 6 Lantern flashlight, 6V with monthly battery replacements
13. 1 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.
14. 50 Legal size hanging folders
15. 50 Legal size manila file folders – three tab
16. 10 Adult Sized USCG Approved Floatation Devices
17. 1 Means of marine transportation, capable of transporting at least four passengers at a time. Provide a boat and licensed operator for the exclusive use of the RE and his representatives for inspection and survey purposes throughout the life of the contract. Provide a boat that is a minimum of 18 ft in length and powered by a minimum 70 horsepower engine. The boat must be in compliance with the U.S. Coast Guard's Boating Safety Division, as well as all Federal and State laws and regulations. Equip the boat with all applicable safety features and all required Coast Guard safety equipment (including but not limited to life jackets, fire extinguishers, running lights, throwable flotation devices, etc.). Provide a boat that complies with all applicable OSHA regulations. Keep the boat seaworthy and in first class operating condition and ready for use at all times. In the event the boat becomes inoperable, provide a comparable replacement boat satisfying all contract requirements. Provide a licensed boat operator to be responsible for the operation of the boat. Be responsible for any damage that may be caused to the boat, for maintaining the boat and accessories in good repair and operating condition, for providing all necessary fuel, safety equipment and other supplies and parts, and for paying any permits, licenses, insurance premiums or fees that may be required in connection with the operation of the boat for the entire period that the boat is required under this contract. No separate payment will be made for any and all costs incurred by the Contractor in providing the boat, Operator and accessories as described, including payment for rental cost and insurance that may be necessary, and allowances for depreciation. All costs associated with the boat are included in the item Field Office Maintenance.

155.03.02 Field Office Maintenance

THE FOLLOWING IS ADDED:

Maintain the boat and accessories in good repair and operating condition, and provide all necessary fuel, safety equipment and other supplies and parts, obtain any permits, licenses and pay all insurance premiums or other fees that may be required in connection with the operation of the boat for the entire period that the boat is required under this contract. The boat and operator is required for the entire 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:

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Item
TELEPHONE SERVICE

Pay Unit
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 Licensed Land Surveyor.

The Project Vertical Datum is MLW as referenced in the National Geodetic Survey published bench mark sheets for Point ID Nos. AA5232 and KV6349 New Jersey/Monmouth. 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.

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

Item
CONSTRUCTION LAYOUT

Pay Unit
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_B = Bid price for CONSTRUCTION LAYOUT.

C_O = Original Contract Price.

C_F = Final Contract Price.

E_F = Total of CL_B and the final cost for PERFORMANCE BOND AND PAYMENT BOND, Incentive/Disincentives for completion/interim completion, and claim settlements.

E_O = Total of CL_B, and PERFORMANCE AND PAYMENT BOND.

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Perform progress surveys of the work in the dredge area(s), staging/dewatering processing areas, and disposal 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.

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

158.03 CONSTRUCTION

158.03.02 SESC Measures

THE FOLLOWING IS ADDED:

Upon selection and approval of the dredged material staging and dewatering locations and methods, the Contractor will prepare and submit to the Department a Soil Erosion and Sediment Control Plan outlining appropriate measures to contain the activities within the approved sites, and prevent sediment and dewatering effluent from discharging from the sites prior to necessary treatment.

15. Construction Driveway

THE FOLLOWING IS ADDED:

Prior to construction of the Construction Driveway(s), prepare and submit to the RE a report documenting the existing conditions at the driveway site location(s). The report is to include written descriptions and photographs of the site(s) sufficient to document all existing structures, curbing, pavement, signage, utility work, and any items of private property that exist. Further included are to be records documenting pre-construction location inspections for all underground or existing utilities performed by a third party utility location service. Physically stake out the location and limits of the planned construction driveway(s) and notify the RE when ready for inspection and approval prior to any clearing or construction of the driveway. Construction Driveways will be required to be constructed at the staging/dewatering sites identified in Section 202.03.23 and as detailed in the plans. Construction driveway locations and details for any and all other staging/dewatering sites must be approved by the RE prior to construction.

Upon completion of the project work and removal of the construction driveway(s), document final condition in a similar report.

19. Oil-Only Emergency Spill Kit.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

SECTION 159 – TRAFFIC CONTROL

159.03.02 Traffic Control Devices

1. Construction Signs

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH

Furnish, install and maintain one or two project sign(s) 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

THE FOLLOWING IS ADDED:

Dispose of material and debris as specified in Section 201.03.09.

SECTION 202 – EXCAVATION

THE TITLE OF THIS SECTION IS CHANGED TO THE FOLLOWING:

SECTION 202 – EXCAVATION AND DREDGING

202.01 DESCRIPTION

THE FOLLOWING IS ADDED:

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

This section also describes the work that includes detailed design, shop drawing submittal, construction, and operation of outlet structures, discharge water piping, pumping, or other methods necessary to manage the dewatering in connection with hydraulic or mechanical transport and placement of the dredged material to the staging sites and in accordance with permit requirements for dewatering discharge.

202.02 MATERIALS

THE FOLLOWING SUBPART TITLE IS INSERTED BEFORE THE FIRST PARAGRAPH:

202.02.01 Materials

THE FOLLOWING SUBPART IS ADDED TO THE END OF THIS SUBSECTION:

202.02.02 Equipment

Provide equipment as specified:

The minimum size standard of the dredging plant is:

1. A minimum of 300 installed horsepower on the dredge exclusive of any boosters with a minimum of 200 HP on the main pump (for hydraulic dredging).
2. A minimum ten inch (10”) suction pipe with a minimum ten inch (10”) discharge line (for hydraulic dredging).

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3. Proven capacity of the proposed vessel(s) including associated booster pumps to produce a minimum average of 500 CY/Calendar Day under conditions similar to this project, including material type, pipeline lengths, placement area type, weather conditions, placement site turbidity limits, operating hour constraints and other permit conditions. Provide the average production shown in the bid submittal for a referenced period on at least two projects involving not less than 30 calendar days of dredging work each. Production capacity of the dredging plant shown as estimated for this project is to be for the submitted schedule of work (days/month, total working hours) and is to be adequate to complete the work within the specified contract period. Submit historic production references in the format provided.
4. Measure the capacity of the dredge for purposes of schedule review and progress assessment during the project by the actual production of the work performed.
5. Alternative methods must meet minimum production rate of 500 CY/Calendar Day as stated above.
6. The dewatering plant processing rate must allow the Contractor to maintain minimum production rate of 500 CY/Calendar Day as stated above.

202.03 CONSTRUCTION

202.03.03 Excavating Unclassified Material

B. Temporarily Storing

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

The NJDEP and ACOE permits will allow the use of the staging/dewatering areas identified in Section 202.03.22 and the contract plans within the floodplain and within 50 feet of a waterway.

THE FOLLOWING SUBSECTIONS ARE ADDED:

202.03.10 Method of Dredging

Excavate all dredged material within the channels to the required depths using a mechanical dredge or hydraulic cutter suction dredge and transport to the staging areas for dewatering and then disposal, shown on the plans. Furnish additional equipment for removal of trash and debris such as a barge-mounted excavator or crane in order to remove material that the dredge cannot excavate and transport to the staging site.

202.03.11 Continuity of Work

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

202.03.12 Pumping of Bilges

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

202.03.13 Historical Period Shipwreck Sites

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

202.03.14 Fuel Oil Transfer Operations

Perform fuel oil transfer operations in accordance with U.S. Coast Guard regulations (33 CFR 156.120.) To fuel any vessel with a capacity of 250 or more barrels of oil, use a bolted or full-threaded connection; or an approved quick-connect coupling or an automatic back-pressure shutoff nozzle during fuel oil transfer operations.

202.03.15 Signal Lights

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

202.03.16 Inspection

Inspection requirements:

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

202.03.17 Notification of Coast Guard

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

202.03.18 Notification of NJDEP

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

202.03.19 Work Area

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Exclude the public from the work areas in the immediate vicinity of dredging, transporting, staging, dewatering and disposal operations. Coordinate with local boating, commercial fishing interests, or other interested parties to affect suitable arrangements for maintenance of marine or other traffic during the dredging operations. Should enforcement assistance be required, coordinate with local enforcement agencies.

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

Provide and maintain safe access necessary for equipment and plant to and from the work site, mooring area, and staging 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 or other areas being utilized by vessels. Promptly remove and properly dispose of any bottom material or other debris placed into areas described above as a result of the work.
3. **Staging/Dewatering Areas** – All dredged material staging, dewatering, and processing shall be performed in accordance with Section 105.05 and all references incorporated therein.

202.03.20 Utility Crossing

Verify the locations and depths of any utility crossings and take precautions against damages which might result from its operations, especially the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of utility crossings. If any damage occurs as a result of its operations, suspend dredging until the damage is repaired. Costs of such repairs and downtime of the dredge and attendant plant is not compensable.

202.03.21 Dredge Pipelines

1. **Dredge Discharge Pipeline** - Plainly mark the pipeline locations with conspicuous stakes, targets, and/or lighted buoys, and maintain them throughout the contract operations. Maintain a watertight dredge discharge pipeline to prevent spilling of dredged material or slurry outside of the intended placement area. During dredging operations, conduct continual inspections of the full length of the pipeline. Should breaks, spillage, leaks in the pipeline, or excessive turbidity occur, cease dredging immediately and do not resume dredging until the necessary pipeline repairs have been completed. Inform the RE at what time the problems were found, time when action was taken to correct the problems and time that dredging resumed. Include a detailed description of the incident on the Daily Production Report.
2. **Submerged Pipeline** - In the event the Contractor elects to submerge its pipeline, or rest the pipeline on the bottom. Place the pipeline so that the top of the submerged pipeline and any anchor securing the submerged pipeline is no higher than the required project depth within the channel. Should a pipeline material, which is buoyant or semi-buoyant (such as HDPE pipe, or similar materials) be used, securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. Remove all anchors when the submerged pipeline is removed. Mark the location of the entire length of submerged pipeline with signs, buoys, and lights, conforming to U.S. Coast Guard regulations. Provide and maintain a location drawing of the dredge pipeline from the dredge discharge to the shore landing on the dredge, and update daily in order to provide the RE with current pipeline location information at all times.

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3. **Floating Pipeline** - Consider a pipeline as floating if it is not placed and anchored on the bottom. Clearly mark and maintain visibility of the floating pipeline on the surface. Do not, in any case, allow the pipeline to fluctuate between the surface and the bottom, or lie partly submerged. Install lights on the floating pipeline as required under Section 202.03.15. Properly support and display the lights according to U.S. Coast Guard regulations. Where the pipeline does not cross a navigable channel, space the flashing yellow all-around lights not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard rules and regulations, in which case the requirements of the U.S. Coast Guard shall govern.
4. **Road Crossings** - Submit a Pipeline Route Plan to the RE for approval in accordance with Section 105.05 prior to installing any road crossings. Submit details of any road crossings of the pipeline as part of the required plan.

202.03.22 Dredge Template

Project Depth - Payment will be made for the material actually removed to the template lines and widths to a required depth of -6 feet MLW and material within an over depth tolerance (measured vertically) of one (1) foot below the required dredging template.

Side Slopes – Form side slopes by dredging along the side slope. Material actually removed, within the limits approved by the RE, to provide for final side slopes not flatter than that shown on the contract plans, but not in excess of the amount originally lying above this limiting side slope, will be measured in accordance with the provisions contained in Section 157.03.

Excessive Dredging - Materials taken from beyond the limits as described above under Project Depth and Side Slopes, are deducted from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging, and payment will not be made therefore. Nothing herein is to prevent payment for the removal of shoals identified by the RE and dredged in accordance with the applicable provisions of Completion and Acceptance. Excess material dredged will be dewatered, transported, and disposed of at the Contractor's expense and at no cost to the Department.

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

Noise Control – Provide all equipment, dredge/barges, boats, and tugs used on this work with satisfactory mufflers or other noise abatement devices. Conduct operations so as to comply with all Federal, State, and local laws pertaining to noise. Minimize the use of horns and whistle signals to absolute necessity in order to perform as quiet an operation as possible. Unless a waiver is provided by the municipality(ies), the requirements of the local ordinances, as applicable, must be met.

202.03.23 Placement of Dredged Material in Staging/Dewatering Areas

Deposit all materials removed from the channel dredging into staging/dewatering areas within the lines, grades and limits of disturbance as shown on the plans except as may be modified by the RE. The following facilities have been approved by the appropriate municipalities and identified in the permits for use as potential staging/dewatering areas. Should the Contractor utilize a different staging/dewatering area, the Contractor is responsible for obtaining all additional permitting and approval from the appropriate municipalities.

1. Seaview Island
417 Seaview Circle
Block 563, Lots 1 and 2
Township of Neptune, Monmouth County
2. Belmar Marina Parking Lot

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905 New Jersey 35
Block 108, Lot 1
Borough of Belmar, Monmouth County

Take care not to damage any existing private or public structures, specifically including, but not limited to, piers, crosswalks, walkways, curbs, pavements, drainage structures, chain-link fencing, or sand fencing. Jointly inspect the entire work site with the RE prior to construction. Submit to the RE a "Structures Protection Plan" in accordance with Section 105.05 prior to the placement of dredged material into the staging area. Approval of the plan does not relieve the Contractor of responsibility of damages to private or public property.

Protect with an approved construction fence all identified trees and plant material to remain on site by the RE prior to commencement of work. Remove from the site all products of clearing and grubbing, driftwood, and debris prior to placement of fill. Dispose of all such materials removed in an approved landfill.

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

202.03.24 Transport of Dredged Material to Landfill(s)

Transport all materials from the staging area to the approved and permitted receiving facility, MCRC.

Take care not to damage any existing private or public structures, specifically including, but not limited to piers, crosswalks, walkways, curbs, pavements, drainage structures, chain-link fencing, or sand fencing. Jointly inspect the entire work site with the RE prior to construction.

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

Contractor may submit a value engineering proposal to be evaluated following contract award as referenced in Section 104.02 Value Engineering.

202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
DREDGING	CUBIC YARD
DREDGED MATERIAL PROCESSING	CUBIC YARD
DREDGED MATERIAL TRANSPORTATION	TON

THE FOLLOWING IS ADDED:

The total amount of material dredged and transported to an approved landfill(s) and/or disposal facility is to be paid for under the respective pay items is measured by the cubic yard (CY) in place by computing the volume between the bottom surface shown by the soundings of the last survey performed immediately before dredging and the bottom surface shown by the soundings of an after-dredge survey made as soon as practicable after dredging has been completed for the project or for each segment of the project as determined by the RE. The Department will perform the immediate before and after dredging surveys in accordance with the requirements of Section 202.04 Dredge Quantity Surveys, of these Special Provisions. The Department will compute the volume removed and paid for under this portion of the

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contract by using the average end area method. Determination of the quantities removed after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

Dredge Quantity Surveys

The before dredging (BD) and after dredging (AD) hydrographic surveys are required for payment and for final acceptance of the project and will be performed by the Department. The Department will pay for a maximum of two BD and AD surveys, to account for the 2015 and 2016 dredge seasons. 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 one re-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 area(s) will be conducted by the Department prior to the start of dredging activity. The BD survey data will be used as information for computing the payment quantity of dredging pay items. Provide seven (7) 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 available pay quantity 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 pay quantity 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 site will be conducted by the Department upon completion of dredging activity. The AD survey data will be used as information for acceptance of the dredging work and for computing the payment quantity of dredging pay items. Provide seven (7) days advance notice, in writing, and regular updates to the RE of the need for an after-dredge survey for the completed work or any divisible portion of the work separated for payment. The surveys are required for payment and for final acceptance of the project or of divisible portions of the project to be approved for payment.

The Department will make volume computations based on the BD and AD surveys of the dredging area(s) using the average end area method. The volume of material dredged for payment is defined as the difference between the before-dredge and after-dredge surveys minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.22.

The Department will perform the BD Survey and initial AD survey. 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.

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STATE ATTACHMENT NO. 1

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

I. GENERAL

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

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

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

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

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

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

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

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

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

Noncompliance by the Contractor with the requirements of the Affirmative Action program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

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

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

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor and Workforce Development, Construction EEO Monitoring Program may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of Labor and Workforce Development,

Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the Contractor’s or subcontractor’s prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (b) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Department of Labor and Workforce Development, Construction EEO Monitoring Program that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
 - (1) To notify the Public Agency Compliance Officer, the Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Department of Labor and Workforce Development, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable State and Federal court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or

schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.

- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above whenever vacancies occur. At the request of the Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Department of Labor and Workforce Development, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) provided to the public agency by the Department of Labor and Workforce Development, Construction EEO Monitoring Program for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The Contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for

registering and receiving the authentication code to access the web based application can be found at:

<http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>

Instructions on how to complete Form CC-257R are provided in the web application. Submit Form CC-257R through the web based application within 10 days following the end of the reporting month.

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

- d. The Contractor and its subcontractors shall furnish such reports or other documents to the Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.
- e. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

"It is the policy of this company that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will take Affirmative Action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

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

IV. DISSEMINATION OF POLICY

- A. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal

Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer or other knowledgeable company official will conduct the meetings.
 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
 3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's Procedures for locating and hiring minority and women workers.
- B. In order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
1. Notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions will be placed in conspicuous places readily accessible to employees, applicants for employment and potential employees.
 2. The Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

V. RECRUITMENT

- A. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
- B. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. To meet this requirement, the Contractor will, through his/her EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
- C. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).
- D. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section IX Unions" of the EEO Special Provisions.

VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS

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

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

VII. PERSONNEL ACTIONS

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The following procedures shall be followed:

- A. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

VIII. TRAINING AND PROMOTION

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

Consistent with the Contractor's workforce requirements and as permissible under State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

IX. UNIONS

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. Actions by the Contractor either directly or through a Contractor's association acting, as agent will include the procedures set forth below:

- A. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
- B. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- C. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
- D. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and

such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the NJDOT and shall set forth what efforts have been made to obtain such information.

- E. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the NJDOT.

X. SUBCONTRACTING

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

XI. RECORDS AND REPORTS

- A. The Contractor will keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. The records kept by the Contractor will be designed to indicate:
1. The work hours of minority and non-minority group members and women employed in each work classification on the project;
 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
 4. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
- B. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
- C. The Contractor shall submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

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

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

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq.,

N.J.S.A.10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., and Executive Order 11246, it shall take the following actions:

1. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
2. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
 - a) Investigatory activities and findings.
 - b) Dates and parties involved and activities involved in resolving the complaint.
 - c) Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
 - d) A signed copy of resolution of complaint by complainant and Contractor.
(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the NJDOT all other records, including, but not limited to, interview memos and statements.)
3. Upon the request of the NJDOT provides to the NJDOT within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
4. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with project's contract requirements.
5. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the project's contract requirements.
6. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
7. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
8. The Contractor also agrees that its failure to comply with the above requirements may be cause for the New Jersey Department of Transportation to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the contract or by state and/or federal law.

STATE ATTACHMENT NO. 2

PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

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

STATE ATTACHMENT NO. 3

AMERICANS WITH DISABILITIES ACT 100% STATE FUNDED CONTRACTS

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

STATE ATTACHMENT NO. 4

SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT 100% STATE-FUNDED CONTRACTS

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

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

II. POLICY

It is the policy of the New Jersey Department of Transportation that Small Business Enterprises, as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with 100% state funds.

III. CONTRACTOR'S SMALL BUSINESS OBLIGATION

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

IV. COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of Small Business Participation "Form CR-266S" included in the Proposal and all forms and documents required in Sections VII and VIII of these provisions which will be made a part of the resulting contract.

V. SMALL BUSINESS GOALS FOR THIS PROJECT

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

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

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

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

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

VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS

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

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

VIII. REASONABLE OUTREACH EFFORTS

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

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

IX. ADMINISTRATIVE RECONSIDERATION

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

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

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

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

XI. CONSENT BY DEPARTMENT TO SUBLETTING

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

XII. CONCILIATION

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

XIII. DOCUMENTATION

- A. Records and Reports

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

1. The names of the small business enterprise subcontractors, equipment lessors and material suppliers contacted for work on this project.
 2. The type of work to be done, materials to be utilized or services to be performed other than by the prime contractor on the project.
 3. The actual dollar amount of work awarded to SBE's.
 4. The progress and efforts being made in seeking out and utilizing Small Business Enterprise firms. This would include solicitations, quotes and bids regarding project work items, supplies, leases, etc.
 5. Documentation of all correspondence, contacts, telephone calls, etc, to obtain the services of Small Business Enterprise firms on this project.
- B. The contractor shall submit reports, as required by the Department, on those contracts and other business transactions executed with Small Business Enterprise firms in such form and manner as may be prescribed by the Department.
- C. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department.

XIV. PAYMENT TO SUBCONTRACTORS

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

XV. SANCTIONS

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

STATE ATTACHMENT NO. 5

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

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

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

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

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

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

SAMPLE EQUIPMENT SCHEDULE
FORM TO BE SUBMITTED WITH WORK PLAN

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

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

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

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