



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JOSEPH D. BERTONI
Acting Commissioner

KIM GUADAGNO
Lt. Governor
June 27, 2014

Mr. Jerry Vetter, President
Mobile Dredging & Pumping Co.
3100 Bethel Road
Chester, PA 19013

Re: **NOTICE TO PROCEED**
Maintenance Dredging and Channel Improvements for St. George's Thorofare
Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2,
City of Brigantine, Atlantic County; 100% State, UPC No: 201402, PE No: 6110108,
CE No: 5503304, DP No: 14418.

Dear Mr. Vetter:

Attached is a conformed copy of the Contract and Bond on the above-indicated project. On **June 26, 2014**, the Commissioner of Transportation executed the contract.

This constitutes your Notice to Proceed with the work of this contract in accordance with the provisions of Subsection 108.02 of the Specifications. As per Section 109.05 of the Specifications, estimate certificates for this project shall be dated the **5th** of each month with first estimate date of **August 5, 2014**. Enclosed is your proposal bond, which was submitted with your bid.

All further communications in reference to the performance of this project shall be directed to:
Office of Maritime Resources
Mr. W. Scott Douglas
1035 Parkway Avenue
Trenton, NJ 08625
Telephone: 609-530-4773

Sincerely,

Anthony Genovese
Director
Division of Procurement

AG:eh

c: B. Delucia, W. Scott Douglas, B. Clifton, V.A. Brown, A. Genovese, K. Desai, Q. Viernes,

CONTRACT AND BOND

CONTRACTOR: Mobile Dredging & Pumping Co.

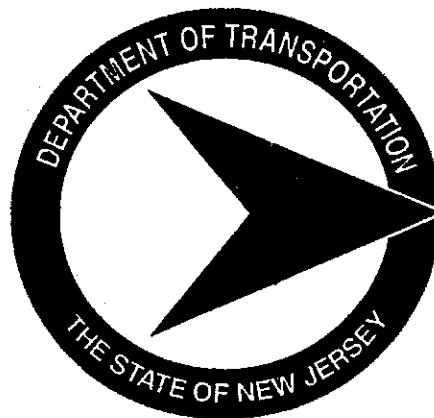
PROJECT: Maintenance Dredging and Channel Improvements for St. George's Thorofare Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2, City of Brigantine, Atlantic County; 100% State, UPC No: 201402, PE No: 6110108, CE No: 5503304, DP No: 14418

CONTRACT NUMBER: 171201402

FEDERAL PROJECT NUMBER: 100%State

DP NUMBER:

14418



NEW JERSEY DEPARTMENT OF TRANSPORTATION

Mailing
PO Box 600
Trenton, NJ 08625-0600

UPS / FedEx / Courier
1035 Parkway Ave
Trenton, NJ 08618

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Maintenance Dredging and Channel Improvements for St. George's Thorofare
Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2
City of Brigantine, Atlantic County; 100% State
UPC No: 201402, PE No: 6110108, CE No: 5503304
DP No: 14418

Appointment of Agent by Non-Resident Contractors

Certificate of Award

Pages 1 to 34 inclusive for General, Road, and Bridge Provisions.

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

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.

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

1. Sample Equipment Schedule and Relevant Project Experience Form

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

1. Example of a Contractor's Daily Production Report – Hydraulic Cutterhead Dredging (ExampleDailyProductionCutterhead.xlsx)
2. Technical Report on the Sampling and Testing of Sediment Superstorm Sandy: Waterway Debris Removal (ASI Job # 33-170 1 23 14.PDF)
3. Semivolatile Analysis of Bulk Sediment - Residential Direct Contact Tables 5a, 5b, 5c & 5d (33-170 bulk R.xlsx)
4. Semivolatile Analysis of Bulk Sediment – Non- Residential Direct Contact Tables 6a, 6b, 6c & 6d (33-170 bulk NR.xlsx)
5. Semivolatile Analysis of Field Blank Table 7 (33-170 Field Blank.xlsx)
6. NJDEP File No. 0103-06-0009.1, WFD060001 CAFRA/Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination (State 2143_StGeorges_Permits.pdf)
7. Department of the Army Permit No. CENAP-OP-R-200600482-45 (2143_USACE_StGeorges_Permits.pdf)
8. NJDEP Permit Modification March 7, 2014 (#0103-06-0009.1 (StGeorgesThoro 3-7-14).PDF)

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Prevailing Wage Rates for Atlantic County and Statewide

All additional 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 (NJSA 34:11-56.25, et seq.).

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

New Jersey Department of Transportation Code of Ethics for Vendors

Proposal Pages 1 to 09

Disclosure of Investment Activities in Iran

Addenda Nos. 1 through 2 inclusive with Acknowledgement

Public Law 2005, Chapter51

SBE Goals

Award Letter with Acknowledgement

Contract DC-81

Payment Bond

Performance Bond

Corporate Resolution

Proof of Valid Business Registration with the Division of Revenue

Certificate of Public Works Contractor Registration

Two-Year Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Chapter 51 Approval

Approval as to Form

APPOINTMENT OF AGENT
BY NON-RESIDENT CONTRACTORS

Project: Maintenance Dredging and Channel Improvements for St. George's Thorofare
Contract No. 171201402

In compliance with Subsection 103.01 of the 2007 Standard Specifications to be made a part of the contract for the above named project, the undersigned contractor does hereby irrevocably designate, constitute and appoint:

NAME: GT Corporation
ADDRESS: 820 Bear Tavern Road, West Trenton, NJ 08628

a resident of the State of New Jersey, the agent with full power to receive, accept and acknowledge, for and on behalf of the undersigned, and in its name or otherwise, process and service of process, notices and any and all other documents of every character in connection with any present or hereafter pending or prospective litigation arising out of or connected with the contract for the above-mentioned project, or to which the State of New Jersey, as represented by the Commissioner of Transportation, is a party of record or interest.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and Seal

this 19th day of June of Two Thousand Fourteen

Witness To: (If Contractor is an Individual or Partnership)

Mobile Dredging & Pumping Co.
Name of Contractor

Attest To: (If Contractor is a Corporation)

3100 Bethel Road
Street Address
Chester, PA 19013
City, State Zip Code®

Name: L. Cail Wayman
Secretary or Witness

Jerry Vetter
Name: Jerry Vetter
Officer President

AFFIX CORPORATE SEAL

CERTIFICATE OF AWARD-"STATE" FUNDED CONTRACT

PROJECT: Maintenance Dredging and Channel Improvements for St. George's Thorofare Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2, City of Brigantine, Atlantic County; 100% State, UPC No: 201402, PE No: 6110108, CE No: 5503304, DP No: 14418.

(A) DESIGNATION AND DESCRIPTION OF PROJECT

Maintenance Dredging and Channel Improvements for St. George's Thorofare Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2, City of Brigantine, Atlantic County; 100% State, UPC No: 201402, PE No: 6110108, CE No: 5503304, DP No: 14418.

(B) CERTIFICATION AS TO PUBLICATION AND NOTICE

In accordance with action taken on **March 26, 2014** by the Commissioner of Transportation in approving plans and specifications for the project described herein, advertisements were placed in compliance with R.S. 27:7-29 for bids to be received on **May 08, 2014**.

<u>Trenton Times</u>	on	<u>4/10/2014, 4/17/2014 & 4/24/2014</u>
<u>Asbury Park Press</u>		<u>4/10/2014, 4/17/2014 & 4/24/2014</u>
<u>The Coast Star</u>		<u>4/10/2014, 4/17/2014 & 4/24/2014</u>

(C) SUMMARY OF BIDS RECEIVED

In compliance with R.S. 27:7-29-30-31 and R.S. 27:7-35.1 et seq., bids were received on **May 08, 2014**. After receipt, all bids were examined for acceptability and accuracy. All bids were corrected when required and ranked as follows:

CONTRACTOR	BID AMOUNT
MOBILE DREDGING & PUMPING CO (1)	\$602,600.00
TRI-STATE DREDGING INC (2)	\$1,173,514.00
PEREIRA CONSTRUCTION CO INC	\$2,249,185.00
CROWDERGULF, LLC	\$2,539,745.00

Examiner, Bureau of Construction Services:

Quintin Viernes
Name

Senior Engineer
Title


Signature

CERTIFICATE OF AWARD-"STATE" FUNDED CONTRACT

PROJECT: Maintenance Dredging and Channel Improvements for St. George's Thorofare Contract No. 171201402; St. George's Thorofare Station - 1+29.2 to Station 18+57.2, City of Brigantine, Atlantic County; 100% State, UPC No: 201402, PE No: 6110108, CE No: 5503304, DP No: 14418.

I have examined the bids received for the named project. There has been compliance with N.J.S.A. 27:7-29 through 33 and N.J.S.A. 27:7-35.1 et seq. and the Standard Specifications of the Highway Department, as amended and supplemented which were vested in the New Jersey Department of Transportation pursuant to Chapter 301 Laws of 1966 (27:1A-1 et. seq.).

It is recommended to the Assistant Commissioner, Capital Investment, Planning and Grant Administration, that the Contract for the Project described herein be awarded to the lowest responsible bidder at his price bid.

Eli D. Lambert, III
Eli D. Lambert, III P.E., State Transportation Engineer

JUN 05 2014

(E) CERTIFICATION OF CONCURRENCE BY FEDERAL HIGHWAY ADMINISTRATION

Notice of concurrence in recommendation to "Award" this Federal Project to the lowest responsible bidder at his price bid was received from the Federal Highway Administration on N/A - 100% STATE FUNDED CONTRACT

N/A

Karen Abbott, Supervising Engineer II, Capital Program Coordination

N/A

Date

(F) STATUS OF FUNDS

Approved as to funds.

Barbara DeLucia
~~Barbara DeLucia~~ Director of Accounting & Auditing

ACTING

(G) CERTIFICATE OF AWARD

Based on the above recommendation and the powers vested in the Commissioner of New Jersey Department of Transportation pursuant to Chapter 301 Laws of 1966 (27:1A-1 et. seq.) as amended, this contract is awarded to:

MOBILE DREDGING & PUMPING CO, the lowest responsible bidder.

David Kuhn

David Kuhn, Assistant Commissioner, Capital Investment, Planning and Grant Administration

6-5-14

Date

(H) CERTIFICATION OF AWARD

The Contract was awarded to the lowest responsible bidder by the authorized representative of the Commissioner of New Jersey Department of Transportation on

June 05, 2014
Date

Jacqueline Trausi
Jacqueline Trausi - Secretary,
New Jersey Department of Transportation

AFFIX SEAL

SPECIAL PROVISIONS

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR ST. GEORGE'S THOROFARE CONTRACT NO. 171201402 CITY OF BRIGANTINE, ATLANTIC COUNTY

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Pages 1 to 34 inclusive.

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

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

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

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
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The following additional project specific Attachments are located at the end of these Special Provisions:

1. Sample Equipment Schedule and Relevant Project Experience Form

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

1. Example of a Contractor's Daily Production Report – Hydraulic Cutterhead Dredging (ExampleDailyProductionCutterhead.xlsx)
2. Technical Report on the Sampling and Testing of Sediment Superstorm Sandy: Waterway Debris Removal (ASI Job # 33-170 1 23 14.PDF)
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6. NJDEP File No. 0103-06-0009.1, WFD060001 CAFRA/Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination (State 2143_StGeorges_Permits.pdf)
7. Department of the Army Permit No. CENAP-OP-R-200600482-45(2143_USACE_StGeorges_Permits.pdf)
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DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.02 ABBREVIATIONS

THE FOLLOWING TERMS ARE ADDED.

The following abbreviations are used in the contract:

AD	after dredge
AIWW	America Intracoastal Waterway
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: 609-530-4773

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

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. State of New Jersey
Department of Environmental Protection
Bureau of Coastal Engineering
Before Dredge Soundings
City of Brigantine
County of Atlantic
June 2012
Sheets 1 & 2
- b. State of New Jersey
Department of Environmental Protection
Bureau of Coastal Engineering
Maintenance Dredging of St. George's Thorofare
City of Brigantine
County of Atlantic
March 2006
Sheets 1 & 2
- c. Department of Army Permit Plans
State of New Jersey
Department of Environmental Protection
Bureau of Coastal Engineering
Project No. 2143
Proposed Dredging of St. George's Thorofare
City of Brigantine
County of Atlantic
March 2006
Sheets E-1 through E-10

102.09 PROPOSAL BOND

THE FIFTH PARAGRAPH IS CHANGED TO:

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

102.10 SUBMISSION OF BIDS

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

102.15 DISQUALIFICATION OF BIDDERS

PART (10) IS CHANGED TO:

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

SECTION 104 – SCOPE OF WORK

104.03.03 Types of Changes

3. Changes in the Character of Work.

a. Differing Site Condition.

THE SECOND PARAGRAPH IS CHANGED TO:

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

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.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS
FOR ST. GEORGE'S THOROFARE
CONTRACT NO171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY

4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

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

104.03.08 Force Account

7. Equipment.

a. Contractor-Owned Equipment.

PART 1 IS CHANGED TO:

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

THE FOLLOWING PART IS ADDED:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

10. Subcontractors.

THE SECOND PARAGRAPH IS CHANGED TO:

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

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

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

SECTION 105 – CONTROL OF WORK

THE FOLLOWING IS ADDED:

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.01 Labor and Equipment

1. Labor

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

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

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

105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE NINTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS
FOR ST. GEORGE'S THOROFARE
CONTRACT NO171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY

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. 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, 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.

TABLE 105.05-1 IS CHANGED TO:

Table 105.05 1 – Working Drawing Submission Category	
Certified	Approved
Work Plan	
Pipeline Route Plan	
Sign Legends	

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

- 1. Certified Working Drawings.** For working drawings requiring certification, include 2 blank blocks directly above the title block. Designate one block for design unit certification, and designate the other block for the Contractor’s approval stamp and a signed statement stating that the Contract has not been altered.

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.

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

Jamiil G. Garcia
Field Engineering Technician
Atlantic City Electric, Distribution Engineering
2542 Fire Road
Egg Harbor Township, NJ 08234

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS
FOR ST. GEORGE’S THOROFARE
CONTRACT NO171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY

(609) 645-4692 (Office)
jamiil.garcia@atlanticcityelectric.com

TELECOMMUNICATION

Verizon–New Jersey, Inc.
11 US RT. 9
South Marmora, NJ 08223
Michael Kretschmer
856-753-1486
michael.g.kretschmer@verizon.com

GAS

South Jersey Gas Company
1 South Jersey Plaza
Folsom, NJ 08037
Joseph Schneider
609-561-9000

CABLE TELEVISION

Comcast
901 W. Leeds Ave
Absecon NJ 08201
Bob Mayeux
609-677-7332
Bob_Mayeux@cable.comcast.com

WATER

Brigantine Water and Sewer Department
John Doring, Supervisor
3605 Bayshore Avenue
Brigantine NJ 08203
609 266-7800 x 11
jdoring@brigantinebeachnj.com

SANITARY

Water and Sewer
Brigantine Water and Sewer Department
John Doring, Supervisor
3605 Bayshore Avenue
Brigantine NJ 08203
609 266-7800 x 11
jdoring@brigantinebeachnj.com

105.08 ENVIRONMENTAL PROTECTION

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

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

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land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

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

Also, comply with the following:

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

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

2. Permits and Authorizations - Comply with all requirements under the terms and conditions set out in the following permit(s) and authorization(s) listed below. Copies of these permit(s) and authorization(s) are included in the attachments to these Special Provisions.

- a. Department of the Army Permit No. CENAP-OP_R-200600482-45, Date of Issue November 6, 2006
- b. NJDEP File No. 0103-06-0009.1, (WFD060001) CAFRA/Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination Project: St. George's Thorofare – Maintenance and New Dredging. City of Brigantine, Atlantic County. Date of Issue August 3, 2006.
- c. MODIFICATION to NJDEP File No. 0103-06-0009.1, (WFD060001) CAFRA/Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination Project: St. George's Thorofare – Maintenance and New Dredging. City of Brigantine, Atlantic County. Original Date of Issue August 3, 2006; Modified March 7, 2014.

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

- a) Methods for protection of features to be preserved within authorized work areas. Prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historic, archeological, and cultural resources.
- b) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. Provide a written assurance that immediate corrective action will be taken to prevent pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- c) Plans showing locations of any proposed temporary excavations or embankments for haul roads, stream crossing, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials. Indicate the features designed to protect the road structure and the environment from dredged material spills or pipeline leaks for all pipeline road crossings or tunnels.
- d) Methods of protecting surface and ground water during construction activities.

- e) A description of the methods and measures for the prevention of oil spills (i.e., ground cover, containment, absorbent, etc.) Include detailed procedures for dealing with any oil or contaminant spill to include but not be limited to required notifications to regulatory agencies, a spill procedure checklist, spill procedure action diagram showing activities to be performed, Contractor's staff of responsible parties, subcontract or service companies and detailed 24-hour contact information for anyone in the Contractor's activity chain.
- f) Work area plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Include measures for marking the limits in the Environmental Protection Plan.

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

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

6. Notification - The RE will notify the Contractor in writing of any observed noncompliance with the aforementioned federal, state, or local laws or regulations, permits and other elements of the Environmental Protection Plan. After receipt of such notice, inform the RE of proposed corrective action and 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.

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

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

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

e) Hazardous Material. If evidence of hazardous material not specified in the Contract is discovered, immediately cease construction operations and notify the RE. Do not resume construction operations in that area until the Department provides direction.

f) Disposal of Solid Wastes. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Conduct all handling and disposal in accordance with Federal, State, and local regulations.

g) Disposal of Discarded Materials. Handle discarded materials other than those that can be included in the solid waste category as directed by the RE.

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

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

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

i) Protection of Fish and Wildlife Resources. Keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. List species that require specific attention along with measures for their protection in the Environmental Protection Plan prior to the beginning of construction operation.

j) Protection of Air Resources. Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Perform all activities, equipment, processes and work operations in strict accordance with the applicable air pollution standards of the State of New Jersey and all Federal emission and performance laws and standards.

k) Sound Intrusions. Keep construction activities under surveillance and control to minimize damage to the environment by noise.

l) Preservation and Restoration of Landscape and Marine Vegetation Damages. Restore all landscape features and marine vegetation damaged or destroyed during construction operations outside the limits of the approved work areas. Place swing anchors at the minimum distance outside the channel toes to provide for efficient maneuvering of the dredge, and to avoid damage to vegetation.

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105.11 ACCESS TO THE WORKSITE

Water access to the dredging sites is from the Atlantic Ocean, Absecon Bay, and Absecon Inlet. Access to shore side work and to watercraft transport locations may be made via the interstate highway system, the Garden State Parkway, Atlantic City Expressway, NJ Route 87, and local streets in the Brigantine area

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

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

SECTION 107 – LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

THE FOURTH PARAGRAPH IS CHANGED TO:

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

107.09 INDEPENDENT CONTRACTOR

THE ENTIRE SUBSECTION IS CHANGED TO:

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

107.12.01 Satisfying the Notice Requirements

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

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

107.12.02 Steps

3. Step III, Claims Committee.

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING SUBSECTION IS ADDED

107.17 COMMUNICATION WITH THE NEWS MEDIA

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

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

THE FOLLOWING SUBPART IS ADDED TO THE FIRST PARAGRAPH:

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

1. Values and Quantities.

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

- 1.

Specialty Items are as listed below:
Maintenance Dredging

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

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

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03.03

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

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

Further instructions on the preparation of the reports will be furnished at the 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 reflective safety garment meeting ANSI/ISEA Class 3, Level 2 standards.

108.10 CONTRACT TIME

THE FOLLOWING IS ADDED:

- A. Complete all work required for Substantial Completion on or before October 23, 2014.
- B. Achieve Completion on or before December 4, 2014.

No in-water work is permitted from January 1 to May 31 in any given year. Please see the environmental permit conditions included as attachments.

Dredging and/or work on the beach may only be performed between September 9 and December 31 in any given year.

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 at his sole discretion.

THE LAST PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED AFTER THE 2ND PARAGRAPH:

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

108.18 SUBSTANTIAL COMPLETION

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

As part of the inspection, the Department will perform 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

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$ 2,700.
- B. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$ 1,350.

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.

109.05 ESTIMATES

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

THE 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 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 [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 State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy.

Ensure the policy is endorsed to include per project aggregate.

6. Marine Liability Insurance.

THE ENTIRE TEXT 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 State, its officers, employees, and agents as additional insured.

152.03.03 Pollution Liability Insurance

SUBPART 9 IS ADDED TO THE THIRD PARAGRAPH:

9. Per project aggregate.

152.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS' PAY UNITS ARE REVISED TO:

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

THE LAST PARAGRAPH IS CHANGED TO:

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

SECTION 153 – PROGRESS SCHEDULE

SECTIONS 153.03.01 AND 153.03.02 ARE DELETED IN THEIR ENTIRETY

153.03.03 Bar Chart Progress Schedule and Updates

A. Schedule.

THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

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

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

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

Perform the dredging in a continuous manner from the chosen starting point to completion point of the channel segment. Beachfill must begin on the eastern limit of placement and progress continually with full sections to the west. Provide a detailed description of the order of work in the schedules and working drawings submitted to the RE for approval. Perform the work in the order described and as approved by the RE. Changes in the approved order of work must be requested of the RE in writing and receive written approval prior to the change being implemented.

THE FOLLOWING IS ADDED:

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

SECTION 154 – MOBILIZATION

154.03.01 Mobilization

THIS SECTION IS REPLACED WITH THE FOLLOWING:

The work includes furnishing all materials and equipment and performing all labor necessary to assemble and set up for the project and for cleanup and removal at the finish of the project. This includes the initial 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 Specifications and General Conditions of the Contract as well as by Federal, Local, or State law and all other work and operations which must be performed prior to beginning work on other items. The cost of required insurance and any other initial expense required for the start of work on this project and not included in other payment items is included in the item.

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 other equipment required to perform the placement of dredged material at the designated placement locations.
3. Any re-mobilization and demobilization required to meet the schedules in the Federal or State permit conditions encountered by the contractor.

154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING SECTION IS REPLACED WITH THE FOLLOWING:

The Department will make payment for the Item as follows:

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

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

- 1) 60% of the lump sum 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 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 dredged plant prescribed in Section 202.

Should the amount represented by 60% of this bid item “MOBILIZATION” be in excess of that determined to be reasonable by the RE, the Contractor is required to substantiate actual Mobilization costs to the satisfaction of the RE in order to be paid at the first partial payment period. Should it be determined that 60% of this bid item is in excess of actual mobilization costs, the actually substantiated cost amount will be paid at the time of mobilization and the remaining amount of the bid item will be paid with the payment for completion of the work.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office

4. Communication Equipment.

- a. **Telephones.** Provide 1 cordless phone with auto-switching.

- c. **Cell Phones.** Provide 2 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage, unlimited push-to-talk/ walkie-talkie usage and an anticipated monthly usage of 900 any-time minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:

1. Push to Talk / Walkie-Talkie capable
2. Camera with 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

- d. **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 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, with a minimum of 192 Megabytes of expanded memory, printer cable, and legal size paper tray.
2. One set of printer ink cartridges every other month for the duration of the construction project for each printer.

Software as follows:

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

6. Adobe Acrobat Professional, latest version, or compatible software for Scanner

THE THIRD PARAGRAPH IS CHANGED TO:

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

- 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:

PART (1) IS CHANGED TO:

1. A copier with automatic document feed, 15 pages per minute copy speed, variable reduce/enlarge capability, and letter, legal, and ledger size capabilities. Erase the copier hard drive before removing the copier from the field office and provide the RE with a certification stating that the copier hard drive has been erased.

PART (1) AND (2) ARE 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 Calculators with trigonometric capability
2. 1 Date/ Received stamp and ink pad
3. 1 Cloth tape, 100 feet
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 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:

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

THE THIRD PARAGRAPH IS DELETED.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 Construction Layout

THE FOURTH PARAGRAPH IS CHANGED TO:

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

The Project Vertical Datum is MLW. MLW is 2.24 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control sheets are included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Furnish such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations referenced in the Contract plans and specifications. Maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor or through its negligence, prior to their authorized removal, they may be replaced by the Department, at its discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The RE may require that work be suspended at any time when location and limit marks established by

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the Contractor are not reasonably adequate to permit checking of the work.

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

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

Where:

CL = Adjusted payment for CONSTRUCTION LAYOUT.

CL_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.

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

158.03 CONSTRUCTION

THE FOLLOWING SUBARTS ARE ADDED:

158.03.02 SESC Measures

15. Construction Driveway

ADD THE FOLLOWING TO THE EXISTING PARAGRAPH:

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

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

19. Oil-Only Emergency Spill Kit.

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THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

158.03.04 Biological Survey for Piping Plover

Complete a biological survey for the presence of piping plover by a qualified ornithologist and submit reports as detailed in the permits prior to any work commencing. Perform weekly survey for piping plovers during all periods in which work is performed by the contractor between April 1 and June 30, in any given year. Detailed contact information and procedures if piping plovers are observed are detailed in the project permits (noted in 105.08).

158.03.05 Biological Survey for Seabeach Amaranth (Amaranthus Pumilus)

Complete a biological survey for the presence of the Seabeach Amaranth (Amaranth Pumilus) by a qualified botanist one week prior to performing any work. Perform monthly survey for Seabeach Amaranth during all periods in which work is performed by the contractor between May 15 and September 15, in any given year. If there is a presence of the Seabeach Amaranth, detailed contact information and procedures are detailed in the project permits (noted in 105.08).

158.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
BIOLOGICAL SURVEYS	LUMP SUM

SECTION 159 – TRAFFIC CONTROL

159.03.02 Traffic Control Devices

1. Construction Signs

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH

Furnish, install and maintain one project sign throughout the project duration. Construct the sign as shown in the Contract Plans. Place the sign at a location as directed by the RE.

SECTION SECTION 160 – PRICE ADJUSTMENTS

THE ENTIRE TEXT OF THIS SECTION IS DELETED.

161 – FINAL CLEANUP

161.03.01 Final Cleanup

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

THE FOLLOWING IS ADDED:

Dispose of material and debris as specified in 201.03.09.

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

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

SECTION 202 – EXCAVATION

THE TITLE OF THIS SECTION IS CHANGED TO THE FOLLOWING:

SECTION 202 – EXCAVATION AND DREDGING

202.01 DESCRIPTION

THE FOLLOWING IS ADDED:

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

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

202.02 MATERIALS

THE FOLLOWING SUBPART 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 dredge 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.
2. A minimum ten inch (10”) suction pipe with a minimum ten inch (10”) discharge line.
3. Proven capacity of the proposed vessel(s) including associated booster pumps to produce a minimum average of 1000 CY/ 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 work plan submittal for a referenced period on at least two projects involving not less than 30 days of dredging work each. Production capacity of the dredging plant shown as estimated for this project is to be for

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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.

202.03 CONSTRUCTION

THE FOLLOWING SUBSECTIONS ARE ADDED:

202.03.10 Method of Dredging

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

Excavate all dredged material within the channels to the required depths using a hydraulic cutter suction dredge and transport through pipelines to the beach fill placement area 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 cutter suction dredge cannot excavate and transport to an approved placement site.

202.03.11 Continuity of Work

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

202.03.12 Pumping of Bilges

Do not pump or release oil or bilge water containing oil into any waterway. Pumping of oil or bilge water containing oil into a navigable water, or into areas which would permit the oil to flow into such water, is prohibited by Section 13 of the River and Harbor Act of 1899, approved 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

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

202.03.18 Work Area

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

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

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

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

202.03.19 Utility Crossing

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

202.03.20 Dredge Pipelines

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

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

202.03.21 Dredge Template

Project Depth - Payment will be made for the material actually removed to the template lines and widths to a required depth of -10 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 202.04.

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

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

202.03.22 Placement of Dredged Material to Beach Fill

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

For acceptance, place and grade the beach fill berm and slope to a tolerance of plus or minus 0.5' from the intercept of Mean Tide Line (Elevation +2.0 MLW) and higher. Fill placed below the Mean Tide Line does not require further grading and may remain at the natural slopes developed.

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

In Beach Fill areas, control fill placement by the use of dredge discharge pipe placement and constructed training dikes. Maintain the fill in a satisfactory condition at all times until final completion and acceptance of the work. Place fill so as to drain and so that no ponded water remains after filling.

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

Maintain pedestrian and vehicular access to the public areas of the Absecon Inlet beach. Take measures to restrict access to the general public from the active work site.

202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

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

THE FOLLOWING IS ADDED:

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

1. **Before-Dredge Survey.** Hydrographic survey of the dredging area(s) will be conducted by the Department prior to the start of dredging activity. The before-dredge (BD) survey data will be used as information for computing the payment quantity of dredging pay items. Provide 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 after-dredge survey data will be used as information for acceptance of the dredging work and for computing the payment quantity of dredging pay items. Provide 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 (BD) and after-dredge (AD) surveys minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.21.

The Department will perform the BD Survey and 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.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 605 – FENCE

605.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

The work covered by this section consists of furnishing all labor, materials and equipment, and performing all operations required for the erection of sand fence, as specified herein.

References

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

ASTM INTERNATIONAL (ASTM)	
ASTM F537	(2001; R2007) Standard Specification for Design, Fabrication, and Installation of Fences Constructed of Wood and Related Materials
ASTM A641/A641M	(2009a) Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire

605.02 MATERIALS

THE FOLLOWING IS ADDED:

Provide materials as specified:

Sand Fence.....913.02.04

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605.03 CONSTRUCTION

THE FOLLOWING SUBSECTION IS ADDED:

605.03.05 Sand Fence

Delivery, Storage, and Handling

Deliver products to the project site in undamaged condition.

Storage

Store products out of contact with the ground, and protect against damage.

Handling

Do not drop or dump materials from vehicles.

Construction

Immediately after completion of the beach fill, erect/replace the sand fence along the existing alignment. Set posts and pickets/slats vertical. If debris is encountered when excavating to install posts, excavate at an adjacent location. Set posts plumb, in proper alignment, at intervals not exceeding 10 feet, and place so that the top of the post is even with the top of the pickets/slats. Moisten backfill to optimum condition and compact with hand tampers. Set the posts such that the number of protrusions, i.e. knots, are minimized on the side to which the fence is to be attached. Place the sand fence on alternating sides of the posts and attach by pulling fence taut and securely wrapping with minimum fourteen (14) gauge galvanized wire around fence post and picket. Twist wire ends together to secure fence picket to post at each of the post locations. Splice fence by overlapping a minimum of two pickets/slats and wrapping with wire at each of the locations as the fence picket bindings and twisting ends securely. Tuck wire ends in at all locations to prevent injury to workers and the public. Attach warning signs at maximum fifty foot (50') intervals with minimum fourteen (14) gauge galvanized wire with the top of the warning sign six inches (6") below the top of the fence.

605.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

Item

SAND FENCE

Pay Unit

LINEAR FOOT

DIVISION 900 – MATERIALS

THE FOLLOWING SUBSECTION IS ADDED:

913.02.04 Sand Fence

1. **Sand Fence.** Use ASTM F537, Type III, wire-bound wood picket fence. Use pickets/slats of No. 1 White Cedar, Aspen, Douglas Fir or Spruce, minimum 0.375 inches thick, 1.5 inches wide, 48 inches long, square cut both ends, substantially free from excessive wane, knots, short pickets/slats and unsquare ends. Use fence free of decay, broken wire, and missing or broken pickets/slats. Use a minimum 12.5 gauge galvanized wire for fence binding wire. Stretch fence weaving to ensure the pickets/slats are tightly bound by the wire. Furnish fence in unpainted fifty (50)-foot minimum lengths.
2. **Fence Posts.** Use fence posts that are a minimum of 3-inch diameter of cedar wood, and of a length as shown on the drawings, free of large knots and structural defects.
3. **Post Binding Wire.** Use ASTM A641/A641M, soft temper, galvanized, 14 gauge minimum wire for attaching the fence to the posts.
4. **Warning Signs.** For warning signs indicating that the area is off limits to the public use eighteen inch by 10 inch (18" x 10") rectangular galvanized steel, 18 gauge, with painted white background and painted black one inch (1") letters stating in the first line "NJDOT WORK SITE" and in the second line "NO ACCESS". Drill four one-eighth inch (1/8") holes located at the four sign corners on the eighteen inch lengths at distances one-half inch (1/2") from the top and bottom edges and one inch (1") from each ten inch (10") side edge to accommodate the attachment wires.

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 thereunto, 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 The Division of Public Contracts Equal Employment Opportunity Compliance (hereafter "Division") 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 Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time 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 Division 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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (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 Division. 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 Division, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, 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 Division.
- (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 Division and submitted promptly to the Division 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public

Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance 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. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. And Executive Order 11246, it shall take the following actions:

1. Within one (1) working day commence an investigation of the complaint, which 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 % 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.

SAMPLE EQUIPMENT SCHEDULE
FORM TO BE SUBMITTED WITH WORK PLAN

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

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

SAMPLE RELEVANT PROJECT EXPERIENCE
FORM TO BE SUBMITTED WITH WORK PLAN

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

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

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

THE PARTICULAR PREVAILING WAGE SCHEDULES
INCLUDED IN THIS CONTRACT ARE NOT REPRINTED HERE
DUE TO SIZE.

NEW JERSEY DEPARTMENT OF TRANSPORTATION CODE OF ETHICS FOR VENDORS

Introduction

The New Jersey Department of Transportation considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with the NJDOT must avoid all situations where proprietary or financial interests, or the opportunity for financial gain could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the Department.

This code, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to contractors, provide general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J. S.A. 27:1A et seq., and for good cause.

This Code of Ethics shall be made part of each Request for Proposal (REP) promulgated by the Department and be attached to every contract and agreement to which the NJDOT is a party. It shall be distributed to all parties who presently do business with the Department and, to the extent feasible, to all those parties anticipating doing business with the Department.

NJDOT Code of Ethics for Vendors

- 1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.**
- 2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.**
- 3. No vendor shall cause or influence, or attempt to cause or influence any NJDOT officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.**
- 4. No vendor shall cause or influence, or attempt to cause or influence any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.**

(Continued on Page 2)

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers or employees of the NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item, which could be construed as having more than nominal value.

Note: This section would permit an NJDOT officer or employee to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example – coffee, danish, tea or soda served during a conference break).

Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Department officer or employee should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. **This code is intended to augment, not to replace, existing administrative orders and the current Department Code of Ethics.**

***Vendor** is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with the NJDOT.

Chris Christie
Governor



Joseph D. Bertoni
Acting Commissioner

Kim Guadagno
Lt. Governor

June 2014

NEW JERSEY DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR CONSTRUCTION OF

PAGE 1

DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

Maintenance Dredging and Channel Improvements for St.
George's Thorofare Contract No. 171201402

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 05-08-14
AT 10:00 A.M.

TO THE COMMISSIONER OF TRANSPORTATION OF THE STATE OF NEW JERSEY:

STATE OF Pennsylvania

COUNTY OF Delaware

I Jerry Vetter

(NAME)

I AM President OF THE

(TITLE)

FIRM OF Mobile Dredging & Pumping Co.,

THE BIDDER SUBMITTING THIS PROPOSAL.

THE BIDDER HEREBY AGREES TO CONSTRUCT AND COMPLETE THIS PROJECT IN EVERY
DETAIL AND AT THE PRICES PER UNIT OF MEASURE DELINEATED IN THE ATTACHED
EBS FILE IN THE FOLDER DESIGNATED "SCHEDULE OF ITEMS":


DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
SECTION 0001 Waterway					
0001	PERFORMANCE BOND AND PAYMENT BOND 151006M	1.00	DOLL	1.00	1.00
0002	OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE 152004P	1.00	DOLL	1.00	1.00
0003	POLLUTION LIABILITY INSURANCE 152015P	1.00	DOLL	1.00	1.00
0004	BAR CHART PROGRESS SCHEDULE AND UPDATES 153009P		LUMP SUM	3,000.00	3,000.00
0005	MOBILIZATION 154003P		LUMP SUM	193,495.00	193,495.00
0006	FIELD OFFICE TYPE A SET UP 155003M	1.00	U	22,272.00	22,272.00
0007	FIELD OFFICE TYPE A MAINTENANCE 155021M	6.00	MO	1,000.00	6,000.00
0008	CONSTRUCTION LAYOUT 157004M	1.00	DOLL	5,290.00	5,290.00
0009	CONSTRUCTION DRIVEWAY 158060M	45.00	T	100.00	4,500.00
0010	OIL ONLY EMERGENCY SPILL KIT, TYPE 1 158072M	1.00	U	600.00	600.00
0011	BIOLOGICAL SURVEYS 158085P	1.00	LS	3,450.00	3,450.00
0012	CONSTRUCTION IDENTIFICATION SIGN, 6' X 12' 159018M	1.00	U	1,200.00	1,200.00
0013	FINAL CLEANUP 161003P		LUMP SUM	3,100.00	3,100.00

DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0014	CLEARING SITE 201003P		LUMP SUM	3,100.00	3,100.00
0015	DREDGING, TRANSPORT AND PLACEMENT TO BEACHFILL 202042M	40,600.00	CY	8.65	351,190.00
0016	SAND FENCE 605201P	300.00	LF	18.00	5,400.00
TOTAL SECTION 0001 Waterway					602,600.00
TOTAL PRICE					602,600.00
(THIS SPACE FOR DEPARTMENT USE ONLY)					
EXTENSIONS AND ADDITIONS OF ITEMS IN THIS PROPOSAL HAVE BEEN VERIFIED. ERRORS, IF ANY, HAVE BEEN IDENTIFIED AND CORRECTED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS.					
 EXAMINER BUREAU OF CONSTRUCTION SERVICES, NJDOT					

NOTE: THE TOTAL PRICE, AS CORRECTLY DETERMINED FROM THE ESTIMATED QUANTITIES LISTED AND THE PRICES PER UNIT OF MEASURE BID RESPECTIVELY THEREFORE, WILL BE CONSIDERED TO BE THE AMOUNT BID FOR THE PROJECT, AND THE CORRECT TOTAL PRICE WILL CONTROL IN AWARDING THE CONTRACT AS PROVIDED IN SECTION 103 OF THE SPECIFICATIONS.

DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

DC-16 (1/2013)

State of New Jersey
Department of Transportation
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidx Proposal Number: 14418
Bidder/Vendor: NJDOT

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE SELECT THE APPROPRIATE BOX:

(X) I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (AChapter 25 List@). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

() I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Check: 6FCE6271 Amendment Count: 1

No I will provide further information related to investment activities in Iran.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities
of the bidding person/entity, or one of its parents, subsidiaries or affiliates,
engaging in the investment activities in Iran outlined above by completing boxes
below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS.
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name:
Relationship to Bidder/Offeror:
Description of Activities:
Duration of Engagement:
Anticipated Cessation Date:
Bidder/Vendor Contact Name:
Contact Phone Number:

Name:
Relationship to Bidder/Offeror:
Description of Activities:
Duration of Engagement:
Anticipated Cessation Date:
Bidder/Vendor Contact Name:
Contact Phone Number:

Name:
Relationship to Bidder/Offeror:
Description of Activities:
Duration of Engagement:
Anticipated Cessation Date:
Bidder/Vendor Contact Name:
Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent and state
that the foregoing information and any attachments thereto to the best of my
knowledge are true and complete. I attest that I am authorized to execute this
certification on behalf of the above-referenced person or entity. I acknowledge
that the State of New Jersey is relying on the information contained herein and
thereby acknowledge that I am under a continuing obligation from the date of
this certification through the completion of any contracts with the State to
notify the State in writing of any changes to the answers or information
contained herein. I acknowledge that I am aware that is a criminal offense to
make a false statement or misrepresentation in the this certification, and if I
do so, I recognize that I am subject to criminal prosecution under the law and
that if will also constitute a material breach of my agreement(s) with the State
of New Jersey and the State at its option my declare any contract(s) resulting
from this certification void and unenforceable.

Full Name (Print): Jerry Vetter
Title: President
Date: 05/08/14

Check: 6FCE6271 Amendment Count: 1

DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

I. AFFIRMATIVE ACTION

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

II. THIS SECTION IS DELETED FOR WHOLLY STATE FUNDED PROJECTS.

III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT

BY OTHERS

THAT THIS PROPOSAL HAS BEEN EXECUTED WITH FULL AUTHORITY TO DO SO; THAT SAID BIDDER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE, COMPETITIVE BIDDING IN CONNECTION WITH THE ABOVE NAMED PROJECT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE STATE OF NEW JERSEY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID PROJECT.

THE BIDDER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE SUCH CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY THE BIDDER. (N.J.S.A.52:34-15)

DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

IV. THIS SECTION IS DELETED FOR WHOLLY STATE FUNDED PROJECTS.

V. THIS SECTION IS RESERVED.

VI. SMALL BUSINESS ENTERPRISE REGISTRATION

THAT HE SHALL MEET THE REQUIREMENTS OF THE SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT SMALL BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

VII. DEBARMENT

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY.

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGEMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

SHALL INSERT THIS CERTIFICATION IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY IN TURN BE MADE.

DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS
CERTIFICATION, THE BIDDER SHALL EXPLAIN BELOW.

DP NUM 14418
BIDDER 03955

GENERATED 04-07-14
REVISED 04-22-14

BIDDER'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CAREFULLY EXAMINED THE ADVERTISEMENT, SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED ABOVE.

BY SUBMITTING THIS BID, THE BIDDER CERTIFIES AND REPRESENTS THAT ITS BID, UPDATED FINANCIAL STATEMENT(S), CERTIFICATIONS AS TO PL2005, CHAP. 51, EXECUTIVE ORDER NO.117 (2008)/BUSINESS REGISTRATION/PWCR AND PROPOSAL BOND HAVE BEEN DIGITALLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER.

Check: 6FCE6271 Amendment Count: 1

**State of New Jersey
Department of Transportation
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Proposal/Solicitation Number: 14418 Bidder/Vendor: Mobile Dredging & Pumping Co.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, the Department of Treasury shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity
 - that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
 - is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided below to the Department of Transportation under penalty of perjury.

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

_____ must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. **EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON**

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____

Bidder/Vendor Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the State of New Jersey and that I state at its option may declare contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jerry Vetter Signature: [Handwritten Signature]
Title: President Date: 01/13/14

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR ST. GEORGE'S
THOROFARE
CONTRACT NO. 171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY
DP No: 14418
100% STATE**

Bid Date: May 8, 2014

**ADDENDUM No. 1
Page No. 1 of 2**

• **The following CHANGE is made to the Proposal:**

The date for receipt of Bids is **CHANGED** to May 8, 2014.

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

• **The following reference documents are being provided:**

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	DEPARTMENT OF ARMY PERMIT PLANS State of New Jersey Department of Environmental Protection Bureau of Coastal Engineering Project No. 2143 Proposed Dredging of St. George's Thorofare City of Brigantine County of Atlantic March 2006 Sheets E-1 through E-10

Please note these plans are for reference use only and do not depict the present day conditions, nor the current design. These plans were used for informational purposes only during the development of the Contract Documents.

• **The following are Responses to Questions received from Plan Holders:**

Questions Asked By: Manson Construction Co.

Question No. 1: Item 15 202042 40,600 CY

"Does the advertised volume of 40,600CY include the 1' allowable overdepth?"

Response to Question No. 1: The 40,600 CY does include the 1 foot of allowable over-depth. Please refer to plan sheet 3 of 11 for the table detailing the breakdown of available pay volume.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR ST. GEORGE'S
THOROFARE
CONTRACT NO. 171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY
DP No: 14418
100% STATE**

Bid Date: May 8, 2014

**ADDENDUM No. 1
Page No. 2 of 2**

Question No. 2: Past History of Construction

"Although the project is listed as maintenance dredging, has the channel limits(full template) been dredged previously? Would the state please provide clarification on when and by whome the project was executed."

Response to Question No. 2: The channel was previously dredged through a NJDEP BCE contract in 2006. The channel alignment has been shifted slightly to the north to better mirror natural conditions since dredging was last completed. The template depths and widths have remained the same.

Question No. 3: Dredging beyond 1' overdepth

"Due to dredging inaccurasies caused by excavation, will dredging beyond the 1' overdepth allowed violate the State and USACE permit?"

Response to Question No. 3: Every effort should be made by the contractor to stay within the maximum dredge depth template. NJDOT will not pay for dredging that exceeds the maximum dredge depth. Excessive overdredging may result in a notice of violation from the regulatory agencies.

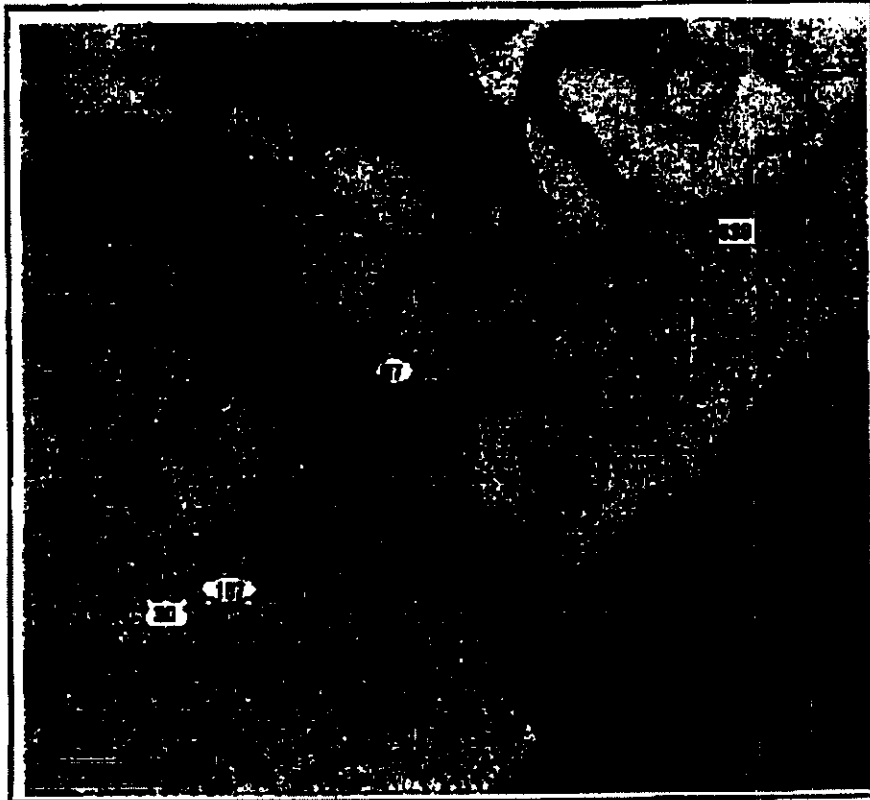
Question No. 4: Unsuitable Beach Fill Material

"Due to some clay material within the vibracore borings, as seen in ASI boring #1, what stipulations are applied to material being placed on the beach? In the event material becomes unsuitable for beach placement where does the material go and who makes the decision?"

Response to Question No. 4: Cores SGT-1 & SGT-2 had trace to little fines content. These cores are located within the project area and are within acceptable tolerances for material to be placed directly on the beach.

Core SGT-3 had 24.2 % Sand and Gravel, but is located approximately 400' outside the project limits and appears to be located around a bend in the channel from SGT-2, which could account for the significant drop-off in sand content. As a result this core is not likely representative of the material to be dredged within the project limits.

All the dredged material within the project limits is to be placed on the beach since it was permitted and characterized in that manner.



LOCATION PLAN

NTS

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 1 of 10

E-1

REVISED - JUNE 2, 2006

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING PROJECT NO. 2143	
PROPOSED DREDGING OF ST. GEORGE'S THOROFARE CITY OF BRIGANTINE COUNTY OF ATLANTIC	
DWN. BY: M.A.D.	APPROVED BY
SCALE: AS SHOWN DATE: MAR. 30, 2006 SHEET 1 OF 10	<i>Benjamin Heiser</i> Supervising Engineer



CITY OF BRIGANTINE

PROPOSED DREDGING -10.0' MIN. TO -11.0' MAX.

MATCH LINE, SEE SHEET 3

LIMIT OF WETLANDS - HTL
C-7.9

ABSECON INLET

ST. GEORGES THOROFARE

EDGE OF VEGETATION

CITY OF BRIGANTINE

BLOCK 8429
LOT 1

PROPOSED PIPELINE

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 2 of 10

E-2

DREDGING PLAN



SCALE IN FEET
REVISED - JUNE 2, 2006

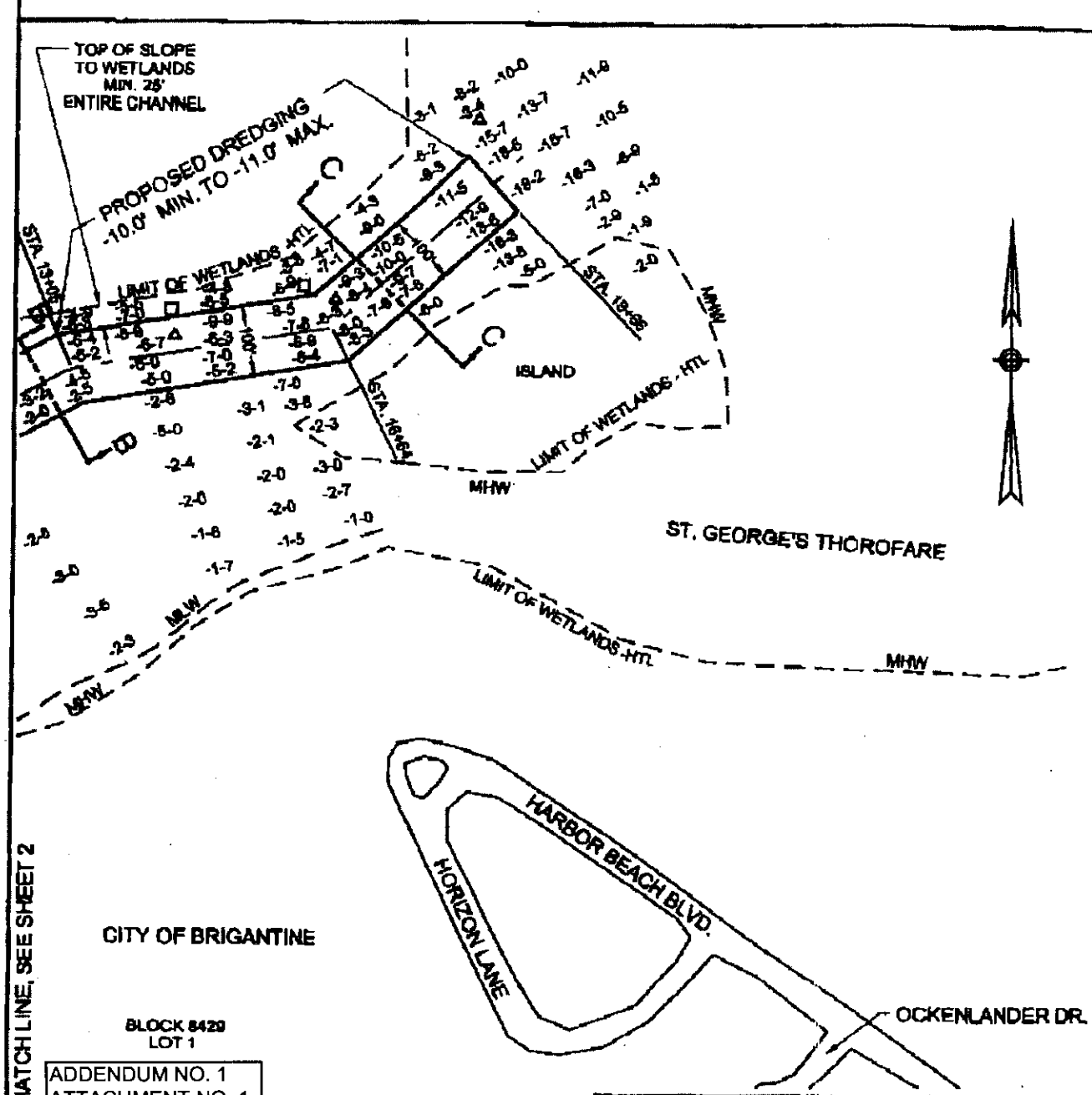
SEE SHEET 4
MATCH CORNER

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
BUREAU OF COASTAL ENGINEERING
PROJECT NO. 2143

PROPOSED DREDGING OF ST. GEORGES THOROFARE
CITY OF BRIGANTINE
COUNTY OF ATLANTIC

DWN. BY: M.A.D.
SCALE: AS SHOWN
DATE: MAR. 30, 2006
SHEET 2 OF 10

APPROVED BY
Benjamin Heiser
Superintendent



MATCHLINE, SEE SHEET 2

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 3 of 10

DREDGING PLAN



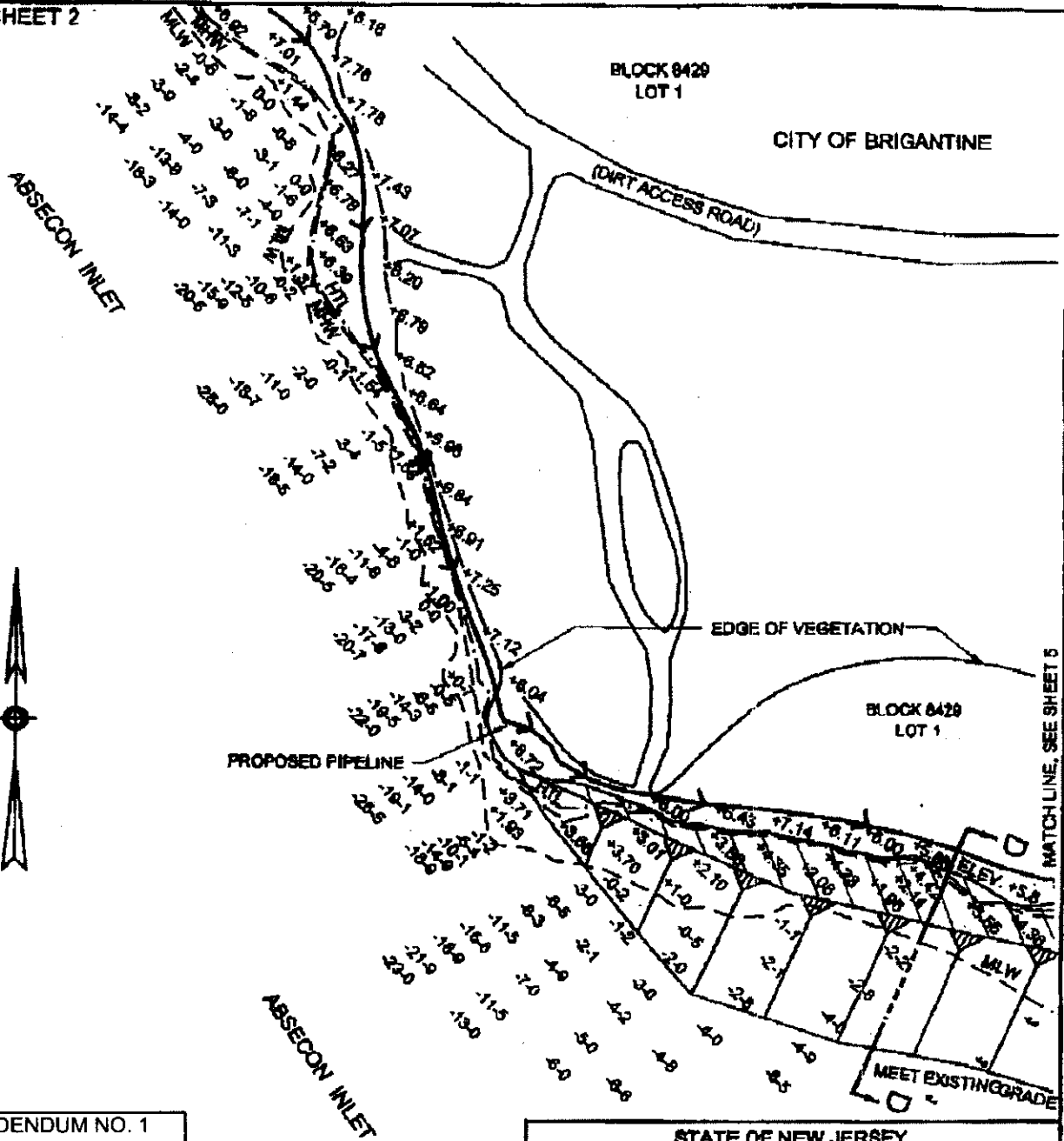
E-3

REVISED - JUNE 2, 2006

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING PROJECT NO. 2143	
PROPOSED DREDGING OF ST. GEORGE'S THOROFARE CITY OF BRIGANTINE COUNTY OF ATLANTIC	
DWN. BY: M.A.D.	APPROVED BY
SCALE: AS SHOWN	<i>Benjamin Keiser</i> Supervising Engineer
DATE: MAR 30, 2006	
SHEET 3 OF 10	

SEE SHEET 2

MATCH CORNER



ADDENDUM NO. 1
 ATTACHMENT NO. 1
 SHEET 4 of 10

DISPOSAL PLAN



SCALE IN FEET

E-4

REVISED - JUNE 2, 2006

STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 OFFICE OF ENGINEERING & CONSTRUCTION
 BUREAU OF COASTAL ENGINEERING
 PROJECT NO. 2143

PROPOSED DREDGING OF ST. GEORGE'S THOROFARE
 CITY OF BRIGANTINE
 COUNTY OF ATLANTIC

DWN. BY : M.A.D.

APPROVED BY

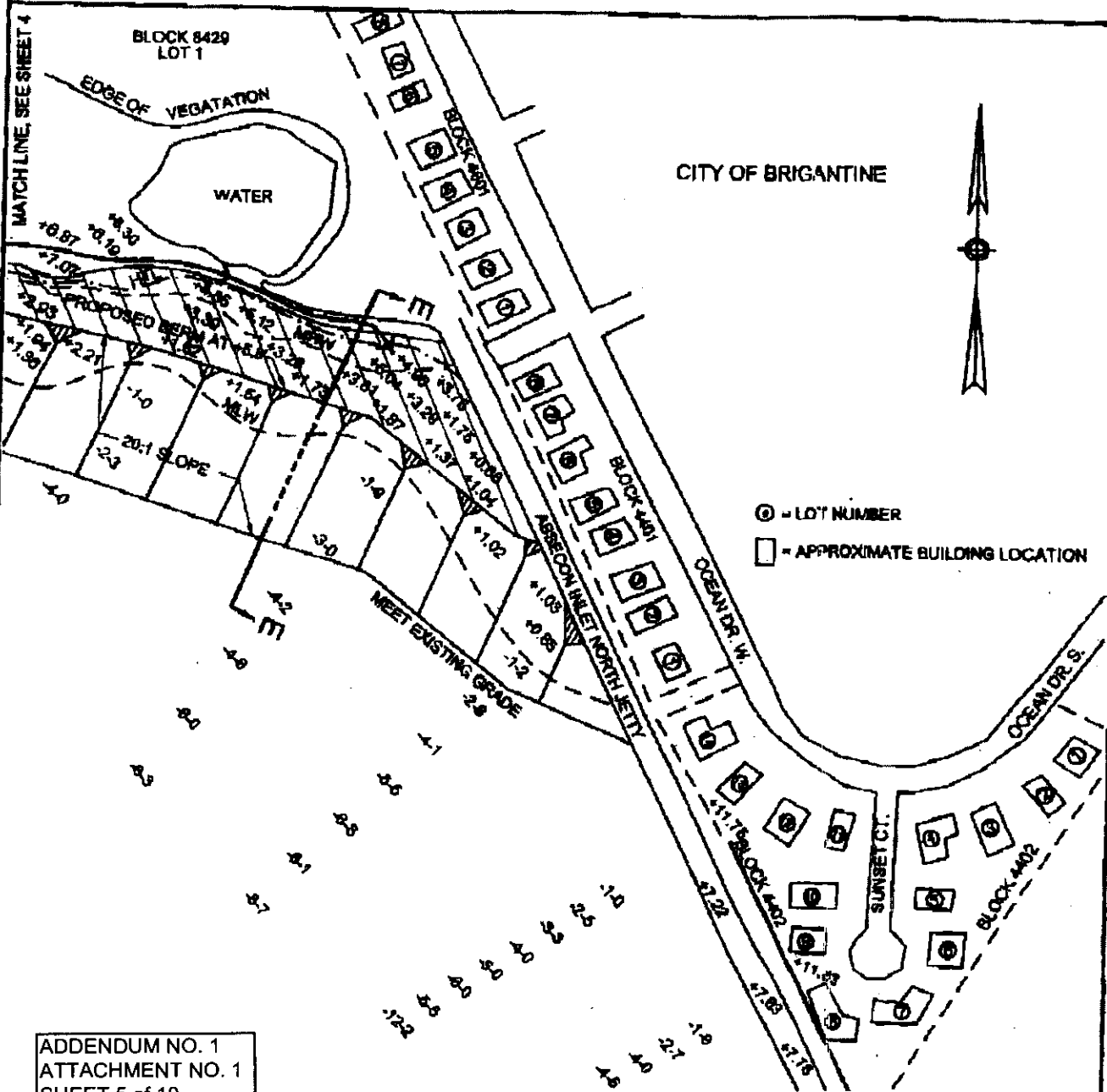
SCALE : AS SHOWN

Benjamin Heuer

DATE: MAR. 30, 2008

Supervising Engineer

SHEET 4 OF 10



MATCH LINE, SEE SHEET 4

BLOCK 8429
LOT 1

CITY OF BRIGANTINE

- ⊙ = LOT NUMBER
- = APPROXIMATE BUILDING LOCATION

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 5 of 10

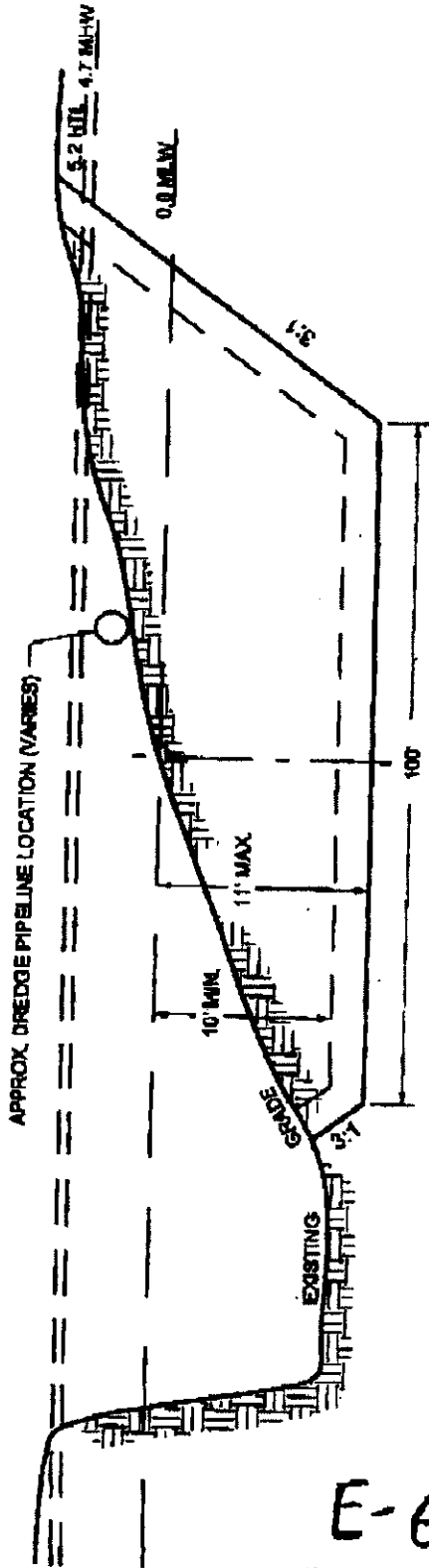
DISPOSAL PLAN



REVISED - JUNE 2, 2006

E-5

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING PROJECT NO. 2143	
PROPOSED DREDGING OF ST. GEORGE'S THOROFARE CITY OF BRIGANTINE COUNTY OF ATLANTIC	
DWN. BY: M.A.D.	APPROVED BY
SCALE: AS SHOWN DATE: MAR. 30, 2006 SHEET 5 OF 10	<i>Benjamin Keiser</i> Supervising Engineer



DREDGE SECTION A-A
 SCALE: VERT. 1"=10' HORIZ. 1"=25'

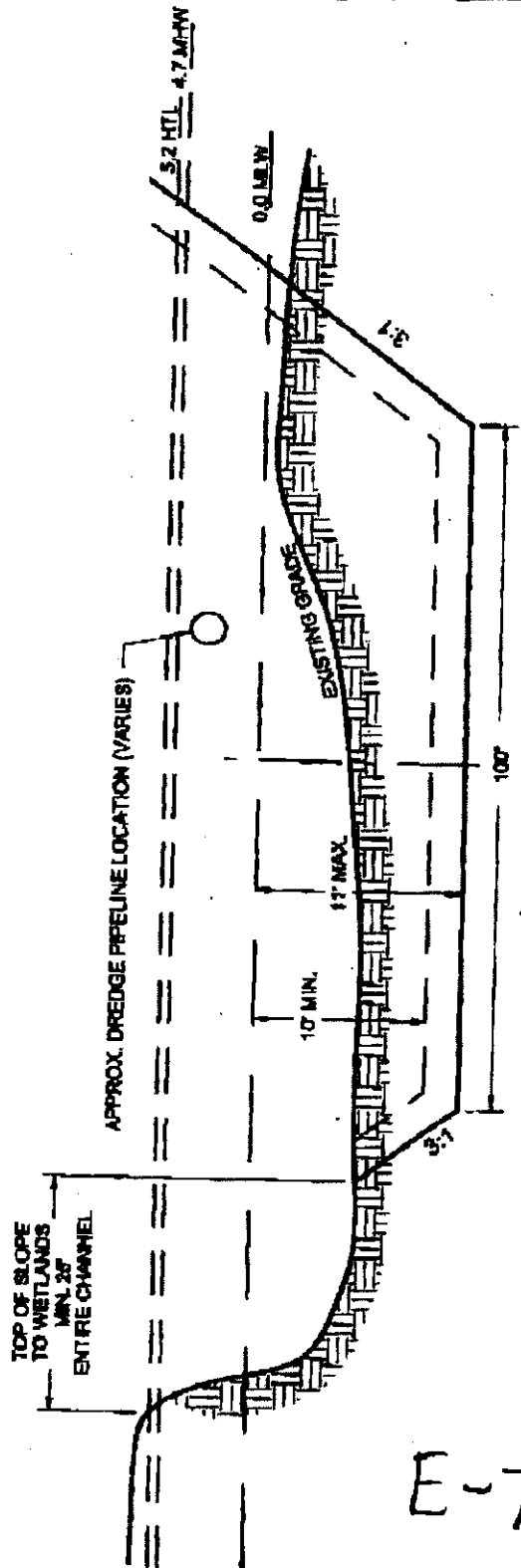
NOTE: ALL SOUNDINGS AND ELEVATIONS ARE IN FEET AND TENTHS OF FEET AND REFER TO MEAN LOW WATER (MLW).

ADDENDUM NO. 1
 ATTACHMENT NO. 1
 SHEET 6 of 10

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING PROJECT NO. 2143	
PROPOSED DREDGING OF ST. GEORGE'S THOROFARE CITY OF BRIGANTINE COUNTY OF ATLANTIC	
DWN. BY: M.A.D. SCALE: AS SHOWN DATE: MAR. 30, 2008 SHEET 6 OF 10	APPROVED BY <i>Benjamin Heiser</i> Supervising Engineer

E-6

REVISED - JUNE 2, 2008



DREDGE SECTION B-B
SCALE: VERT. 1"=10' HORIZ. 1"=25'

E-7

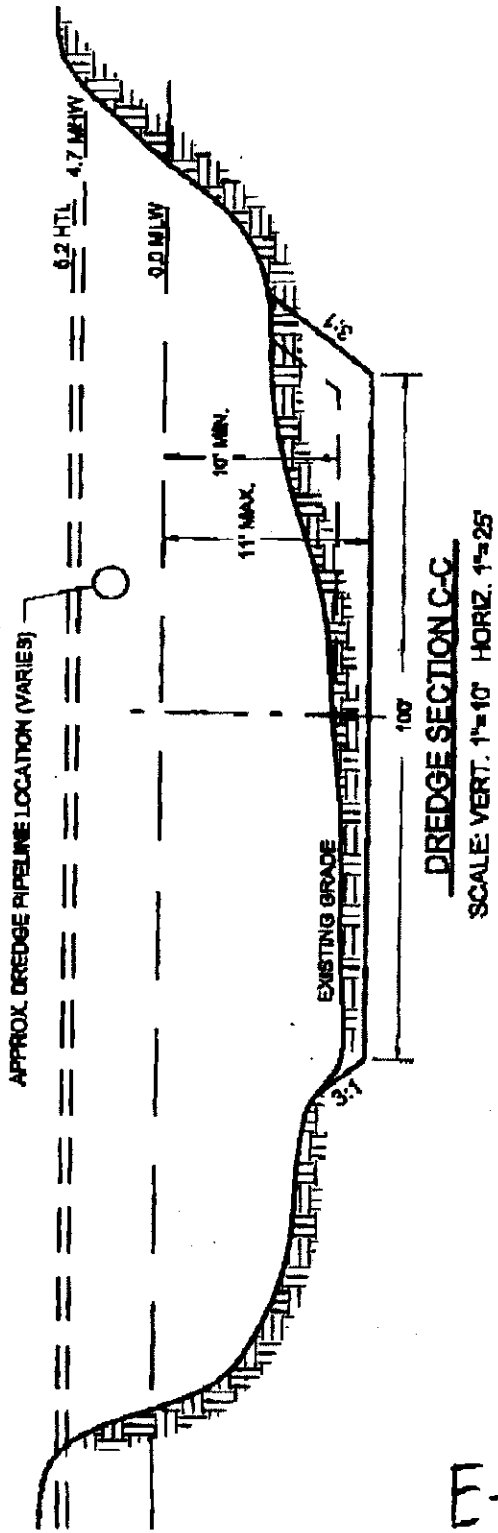
REVISED - JUNE 2, 2006

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 7 of 10

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
BUREAU OF COASTAL ENGINEERING
PROJECT NO. 2143

PROPOSED DREDGING OF ST. GEORGE'S THOROFARE
CITY OF BRIGANTINE
COUNTY OF ATLANTIC

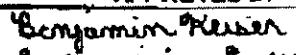
DWN. BY: M.A.D.	APPROVED BY
SCALE: AS SHOWN	<i>Benjamin Keiser</i> Supervising Engineer
DATE: MAR. 30, 2006	
SHEET 7 OF 10	

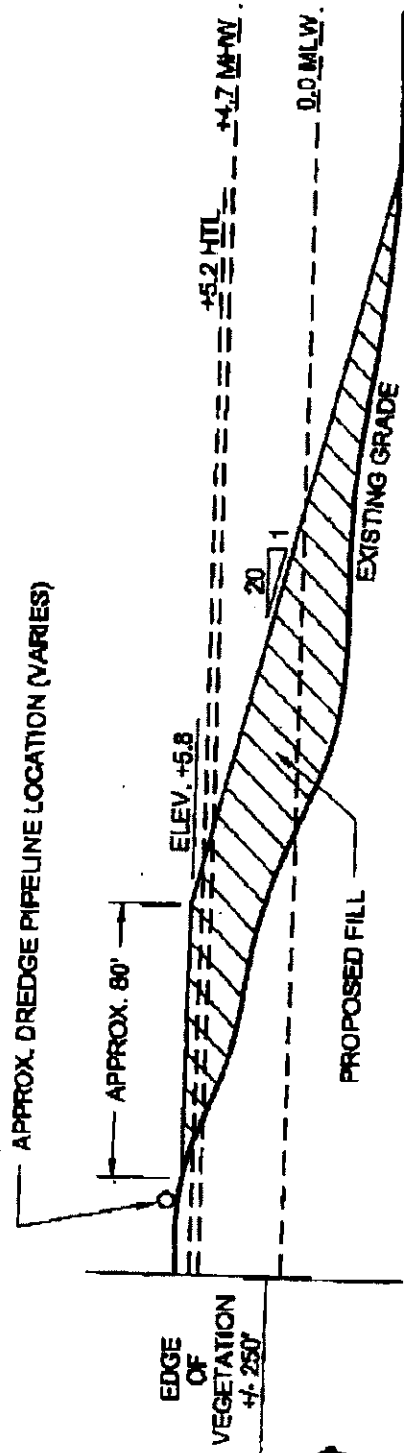


REVISED - JUNE 2, 2006

E-8

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 8 of 10

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING PROJECT NO. 2143	
PROPOSED DREDGING OF ST. GEORGE'S THOROFARE CITY OF BRIGANTINE COUNTY OF ATLANTIC	
DWN. BY: M.A.D. SCALE: AS SHOWN DATE: MAR 30, 2006 SHEET 8 OF 10	APPROVED BY  Supervising Engineer



BEACH DISPOSAL SECTION D-D

SCALE: VERT. 1"=10' HORIZ. 1"=50'

+4.68 FT. MHHW
+2.13 FT. MTL
0.00 FT. MLW

RANGE OF TIDE
NTS

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 9 of 10

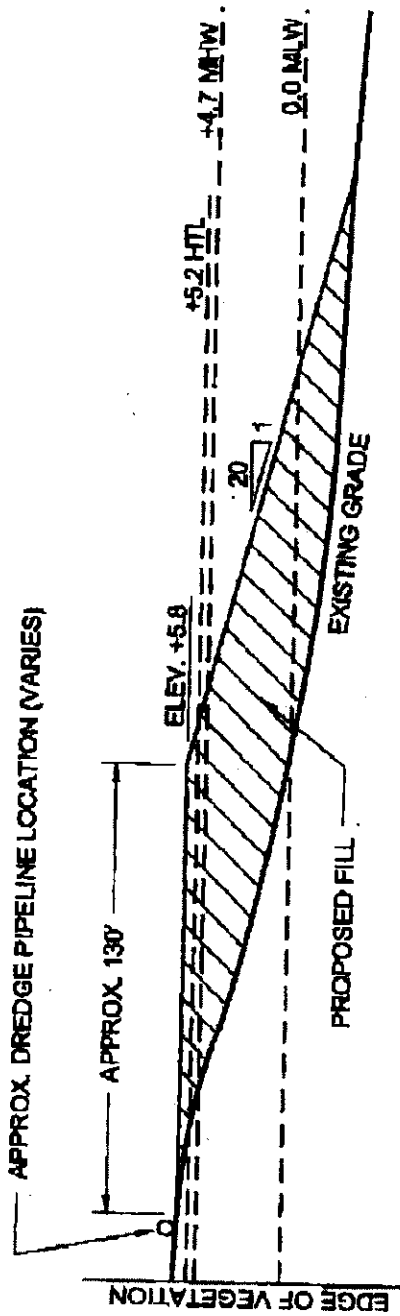
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
BUREAU OF COASTAL ENGINEERING
PROJECT NO. 2143

PROPOSED DREDGING OF ST. GEORGE'S THOROFARE
CITY OF BRIGANTINE
COUNTY OF ATLANTIC

DWN BY: M.A.D.	APPROVED BY
SCALE: AS SHOWN	<i>Benjamin Keiser</i> Supervising Engineer
DATE: MAR. 30, 2006	
SHEET 9 OF 10	

E-9

REVISED - JUNE 2, 2006



BEACH DISPOSAL SECTION E-E

SCALE: VERT. 1"=10' HORIZ. 1"=50'

ADDENDUM NO. 1
ATTACHMENT NO. 1
SHEET 10 of 10

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
BUREAU OF COASTAL ENGINEERING
PROJECT NO. 2143

PROPOSED DREDGING OF ST. GEORGE'S THOROFARE
CITY OF BRIGANTINE
COUNTY OF ATLANTIC

DWN. BY: M.A.D.
SCALE: AS SHOWN
DATE: MAR. 30, 2006
SHEET 10 OF 10

APPROVED BY
Benjamin Keiser
Supervising Engineer

E-10

REVISED - JUNE 2, 2006

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR ST. GEORGE'S
THOROFARE
CONTRACT NO. 171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY
DP No: 14418
100% STATE**

Bid Date: May 8, 2014

**ADDENDUM No. 2
Page No. 1 of 4**

- **The following are Responses to Questions received from Plan Holders:**

Questions Asked By: Manson Construction Co.

Question No. 5: Past Construction History

"Although the project is listed as maintenance dredging, has the channel limits(full template) been dredged previously? Would the state please provide clarification on when and by whom the project was executed by."

Response to Question No. 5: The response to this question was provided in the response to Question No. 2 in Addendum No. 1.

Questions Asked By: CrowderGulf. LLC

Question No. 6: St. George's Thorofare

- "1. Does the Department have any side scan sonar imagery depicting any storm related debris within the dredge template?
2. Can the proposed construction entrance be relocated to a different street end?"

Response to Question No. 6: (1) NJDOT surveyed the project area after Superstorm Sandy. Debris in the project area was typical, and not an impact to navigation. We do not anticipate any impacts to this maintenance project, however NJDOT will provide copies of the sidescan imagery to the low bidder after award for their review. (2) The construction driveway location specified in the plans has been vetted with the City of Brigantine. The process for value engineering is provided in the specifications.

Questions Asked By: Tri-State Dredging, Inc.

Question No. 7: pre-qualification

"why isn't tri-state dredging listed as an approved contractor?"

Response to Question No. 7: Tri-State Dredging is approved for Work Type 12

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR ST. GEORGE'S
THOROFARE
CONTRACT NO. 171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY
DP No: 14418
100% STATE**

Bid Date: May 8, 2014

ADDENDUM No. 2
Page No. 2 of 4

Questions Asked By: Manson Construction Co.

Question No. 8: Allowable Box Cut

"Shall dredging an equivalent box cut at the base of the side slope to account for sloughing of material be allowed for the required channel dimension? A box cut is a typical excavation method made by the dredge during a swing or pass where the width of cut is sufficient to allow slope material to slough off (or cave) to the natural underwater repose of that material without encroaching the desired channel dimensions."

Response to Question No. 8: Means and methods such as how the channel side slopes are achieved are not specified by NJDOT. Achievement of the final dredged channel dimensions is required as specified in the project documents.

Question No. 9: Modification to Permitted Depth

"With regards to "Response to Question No. 3", "Excessive overdredging may result in a notice of violation from the regulatory agencies ", this contractor requests that the NJDOT requests a permit modification prior to the bid date to allow contractors to dig beyond 2' below the required grade in order to leave grade and not violate the permits. Due to normal inaccuracies of the dredging process all potential cutter suction dredging contractors will exceed the permitted depth and therefore the NJDOT is guaranteed to have to report the low bidder of this contract for violating permit conditions. Can the bid date be postponed until this permit modification is achieved?"

Response to Question No. 9: A one foot overdredge limit has been standard operating procedure in the Atlantic shore channels for many decades. NJDOT will not be seeking a permit modification for a change in this requirement. Excessive overdredge is not a pay item and is at the contractors risk with regards to permit violations.

Questions Asked By: Mobile Dredging & Pumping Co.

Question No. 10: Section 105 Control of Work

"Paragraph 105.02.01 Labor and Equipment

Field Management Personnel.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR ST. GEORGE'S
THOROFARE
CONTRACT NO. 171201402
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DP No: 14418
100% STATE**

Bid Date: May 8, 2014

ADDENDUM No. 2

Page No. 3 of 4

1. Can the field management personnel have other responsibilities on the project?
2. Can one individual assume the responsibilities of more than one field management position?"

Response to Question No. 10: (1) Yes, the field management personnel can have other responsibilities on the project. (2) Yes, one individual can assume more than one field management position.

Question No. 11: Beach Fill

- "1. Will access to the beach be permitted through the public entrance at Lagoon Blvd?
2. Can the contractor start filling the beach at either end?"

Response to Question No. 11: (1) Alternative access can be considered under value engineering (See answer to question 5). (2) The contractor is not allowed to start filling at either end, the beachfill work is to begin at approximately Station 0+00 as outlined in the specifications.

Question No. 12: Dredging

- "1. Can the contractor start dredging at either end of the channel?"

Response to Question No. 12: Yes, work may proceed from either end of the channel provided the work is continuous from one end to the other end of the project area.

Question No. 13: Construction Field Office

- "1 Is there a specific location for the field office?
- 2 Given the relative short duration of the project, will Primavera Software be required?"

Response to Question No. 13: (1) There is no specific location specified for a field office, it is at the discretion of the contractor. (2) Primavera may be used, but it is not required. The Bar Chart Progress schedule must be in accordance with Section 153.03.03 of the 2007 Standard Specification and as amended by the Contract Special Provisions.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR ST. GEORGE'S
THOROFARE
CONTRACT NO. 171201402
CITY OF BRIGANTINE, ATLANTIC COUNTY
DP No: 14418
100% STATE**

Bid Date: May 8, 2014

ADDENDUM No. 2
Page No. 4 of 4

Questions Asked By: Global Infrastructure, LLC

Question No. 14: Substantial Completion

"Can you clarify what is the designation of Substantial Completion as it relates to this dredging project?"

Response to Question No. 14: Substantial completion is achieved upon receipt of a contractor supplied progress survey that demonstrates full clearance of the required dredging template or owner performed AD survey demonstrating full clearance, whichever is first.

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REVISED 04-22-14

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 1 through 2 inclusive, containing information for the above referenced Project. This acknowledgement is made by the Bidder, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

Further, I understand that by selecting yes, that I have applied all amendments, if any, for the above referenced project. YES

FAILURE TO APPLY THE AMENDMENTS OR ACKNOWLEDGE THE ADDENDA WILL RESULT IN A MATERIAL DEFECT IN THE BID AND THE BID WILL BE REJECTED.

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REVISED 04-22-14

VIII. PUBLIC LAW 2005, CHAPTER 51

I HAVE READ THE PROVISIONS OF AND THE BIDDER, INCLUDING ALL JOINT VENTURE CONTRACTORS IF APPLICABLE, IS/ARE IN COMPLIANCE WITH PL2005, CHAP. 51 (FORMERLY EO # 134). Yes

THAT COMMENCING WITH CONTRIBUTIONS MADE ON AND AFTER OCTOBER 15, 2004, THE BIDDER HAS NOT SOLICITED OR MADE ANY CONTRIBUTION OF MONEY, PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS, AS SET FORTH BELOW THAT WOULD BAR THE AWARD OF A CONTRACT TO THE BIDDER PURSUANT TO THE TERMS OF PUBLIC LAW 2005, CHAPTER 51.

- (A) WITHIN THE 18 MONTHS IMMEDIATELY PRECEDING THE SOLICITATION, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
 - (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF CANDIDATE FOR OR CURRENT HOLDER OF THE PUBLIC OFFICE OF GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE.

- (B) DURING THE TERM OF OFFICE OF THE CURRENT GOVERNOR, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
 - (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE NOMINATING SUCH GOVERNOR IN THE ELECTION PRECEDING THE COMMENCEMENT OF SAID GOVERNOR'S TERM.

- (C) WITHIN THE 18 MONTHS IMMEDIATELY PRECEDING THE LAST DAY OF THE TERM OF OFFICE OF THE GOVERNOR, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
 - (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE OF THE POLITICAL PARTY NOMINATING SUCH GOVERNOR IN THE LAST GUBERNATORIAL ELECTION PRECEDING THE ELECTION. IN THE EVENT SUCH A CONTRIBUTION HAS BEEN MADE, THE BIDDER WILL BE BARRED FROM RECEIVING THE AWARD OF A CONTRACT THROUGHOUT THE REMAINING TERM OF THE CURRENT GOVERNOR AND THE FULL TERM OF THE NEXT GOVERNOR.

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THE BIDDER FURTHER WARRANTS THAT IF THE BIDDER IS AWARDED A CONTRACT PURSUANT TO THE SOLICITATION FOR THIS BID PROPOSAL, THE BIDDER WILL, ON A CONTINUING BASIS, CONTINUE TO REPORT ANY CONTRIBUTIONS IT MAKES DURING THE TERM OF THE CONTRACT AND ANY EXTENSION(S) THEREOF.

"CONTRIBUTION" - MEANS A CONTRIBUTION REPORTABLE BY THE RECIPIENT UNDER THE "NEW JERSEY CAMPAIGN CONTRIBUTIONS AND EXPENDITURES REPORTING ACT," P.L. 173, C.83 (C.19:44A-1 ET SEQ.), AND IMPLEMENTING REGULATIONS SET FORTH AT N.J.A.C. 19-25-7 AND N.J.A.C. 19:25-10.1 ET SEQ. CURRENTLY, CONTRIBUTIONS IN AN AMOUNT IN EXCESS OF \$400 DURING A REPORTING PERIOD ARE DEEMED "REPORTABLE" UNDER THESE LAWS. AS OF JANUARY 1, 2005, THAT THRESHOLD WILL BE REDUCED TO CONTRIBUTIONS IN EXCESS OF \$300.

IX. NEW "PAY-TO-PLAY" RESTRICTIONS - EO 117

IMPORTANT NOTICE

NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

GOVERNOR JON S. CORZINE RECENTLY SIGNED EXECUTIVE ORDER NO. 117, WHICH IS DESIGNED TO ENHANCE NEW JERSEY'S EFFORTS TO PROTECT THE INTEGRITY OF GOVERNMENT CONTRACTUAL DECISIONS AND INCREASE THE PUBLIC'S CONFIDENCE IN GOVERNMENT. THE EXECUTIVE ORDER BUILDS ON THE PROVISIONS OF P.L. 2005, C. 51 ("CHAPTER 51"), WHICH LIMITS CONTRIBUTIONS TO CERTAIN POLITICAL CANDIDATES AND COMMITTEES BY FOR-PROFIT BUSINESS ENTITIES THAT ARE, OR SEEK TO BECOME, STATE GOVERNMENT VENDORS.

EXECUTIVE ORDER NO. 117 EXTENDS THE PROVISIONS OF CHAPTER 51 IN TWO WAYS:

1. THE DEFINITION OF "BUSINESS ENTITY" IS REVISED AND EXPANDED SO THAT CONTRIBUTIONS BY THE FOLLOWING INDIVIDUALS ALSO ARE CONSIDERED CONTRIBUTIONS ATTRIBUTABLE TO THE BUSINESS ENTITY:
 - OFFICERS OF CORPORATIONS AND PROFESSIONAL SERVICES CORPORATIONS, WITH THE TERM "OFFICER" BEING DEFINED IN THE SAME MANNER AS IN THE REGULATIONS OF THE ELECTION LAW ENFORCEMENT COMMISSION REGARDING VENDOR DISCLOSURE REQUIREMENTS (N.J.A.C. 19:25-26.1), WITH THE EXCEPTION OF OFFICERS OF NON-PROFIT ENTITIES;
 - PARTNERS OF GENERAL PARTNERSHIPS, LIMITED PARTNERSHIPS, AND LIMITED LIABILITY PARTNERSHIPS AND MEMBERS OF LIMITED LIABILITY COMPANIES (LLCS), WITH THE TERM "PARTNER" BEING DEFINED IN THE SAME MANNER AS IN THE REGULATIONS OF THE ELECTION LAW ENFORCEMENT COMMISSION REGARDING VENDOR DISCLOSURE REQUIREMENTS (N.J.A.C. 19:25-26.1); AND

DP NUM 14418

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GENERATED 04-07-14

REVISED 04-22-14

- SPOUSES, CIVIL UNION PARTNERS, AND RESIDENT CHILDREN OF OFFICERS, PARTNERS, LLC MEMBERS AND PERSONS OWNING OR CONTROLLING 10% OR MORE OF A CORPORATION'S STOCK ARE INCLUDED WITHIN THE NEW DEFINITION, EXCEPT FOR CONTRIBUTIONS BY SPOUSES, CIVIL UNION PARTNERS, OR RESIDENT CHILDREN TO A CANDIDATE FOR WHOM THE CONTRIBUTOR IS ELIGIBLE TO VOTE OR TO A POLITICAL PARTY COMMITTEE WITHIN WHOSE JURISDICTION THE CONTRIBUTOR RESIDES.

2. REPORTABLE CONTRIBUTIONS (THOSE OVER \$300.00 IN THE AGGREGATE) TO LEGISLATIVE LEADERSHIP COMMITTEES, MUNICIPAL POLITICAL PARTY COMMITTEES, AND CANDIDATE COMMITTEES OR ELECTION FUNDS FOR LIEUTENANT GOVERNOR ARE DISQUALIFYING CONTRIBUTIONS IN THE SAME MANNER AS REPORTABLE CONTRIBUTIONS TO STATE AND COUNTY POLITICAL PARTY COMMITTEES AND CANDIDATE COMMITTEES OR ELECTION FUNDS FOR GOVERNOR HAVE BEEN DISQUALIFYING CONTRIBUTIONS UNDER CHAPTER 51.

EXECUTIVE ORDER NO. 117 APPLIES ONLY TO CONTRIBUTIONS MADE ON OR AFTER NOVEMBER 15, 2008, AND TO CONTRACTS EXECUTED ON OR AFTER NOVEMBER 15, 2008.

UPDATED FORMS AND MATERIALS ARE CURRENTLY BEING DEVELOPED AND WILL BE MADE AVAILABLE ON THE WEBSITE AS SOON AS THEY ARE AVAILABLE. IN THE MEANTIME, BEGINNING NOVEMBER 15, 2008, PROSPECTIVE VENDORS WILL BE REQUIRED TO SUBMIT, IN ADDITION TO THE CURRENTLY REQUIRED CHAPTER 51 AND CHAPTER 271 FORMS, THE ATTACHED CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER NO. 117.

=====
CERTIFICATION ON BEHALF OF A COMPANY, JOINT VENTURE, TRYVENTURE PARTNERSHI ORGANIZATION AS APPLICABLE AND ALL INDIVIDUALS WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO.117 (2008)

*** YOU MUST SELECT YES IF THIS BID IS BEING SUBMITTED ON BEHALF OF A COMPANY, PARTNERSHIP, OR ORGANIZATION. No ***

I HEREBY CERTIFY AS FOLLOWS:

ON OR AFTER NOVEMBER 15, 2008, NEITHER THE BELOW-NAMED ENTITY NOR ANY INDIVIDUAL WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO. 117 (2008) HAS SOLICITED OR MADE ANY REPORTABLE CONTRIBUTION OF MONEY OR PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS OR COMPANY OR ORGANIZATION CONTRIBUTIONS, TO THE FOLLOWING:

- A) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR;
- B) A STATE POLITICAL PARTY COMMITTEE;
- C) A LEGISLATIVE LEADERSHIP COMMITTEE;

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- D) A COUNTY POLITICAL PARTY COMMITTEE; OR
- E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

I CERTIFY AS AN OFFICER OR AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ORGANIZATION IDENTIFIED BELOW THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FOREGOING STATEMENTS BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

TITLE: President

Yes THE COMPANY, PARTNERSHIP OR ORGANIZATION IS THE VENDOR.

Yes THE COMPANY, PARTNERSHIP OR ORGANIZATION IS A PRINCIPAL (MORE THAN 10% OWNERSHIP OR CONTROL) OF THE VENDOR, A SUBSIDIARY CONTROLLED BY THE VENDOR, OR A POLITICAL ORGANIZATION (E.G., PAC) CONTROLLED BY THE VENDOR.

*PLEASE NOTE THAT IF THE PERSON SIGNING THIS CERTIFICATION IS NOT SIGNING ON BEHALF OF ALL INDIVIDUALS WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO.117(2008), EACH OF THOSE INDIVIDUALS WILL BE REQUIRED TO SUBMIT A SEPARATE INDIVIDUAL CERTIFICATION, AS FOLLOWS

=====

INDIVIDUAL CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER NO. 117 (2008)

*** YOU MUST SELECT YES IF THIS BID IS BEING SUBMITTED ON BEHALF OF AN INDIVIDUAL. No ***

I HEREBY CERTIFY AS FOLLOWS:

ON OR AFTER NOVEMBER 15, 2008, I HAVE NOT SOLICITED OR MADE ANY REPORTABLE CONTRIBUTION OF MONEY OR PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS OR COMPANY OR ORGANIZATION CONTRIBUTIONS, TO THE FOLLOWING:

- A) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR;
- B) A STATE POLITICAL PARTY COMMITTEE;
- C) A LEGISLATIVE LEADERSHIP COMMITTEE;
- D) A COUNTY POLITICAL PARTY COMMITTEE; OR
- E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING STATEMENTS BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

NAME: Jerry Vetter



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor
June 06, 2014

Mr. Jerry Vetter, President
Mobile Dredging & Pumping Co.
3100 Bethel Road
Chester, PA 19013

Re: Maintenance Dredging and Channel Improvements for St. George's Thorofare Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2, City of Brigantine, Atlantic County; 100% State, UPC No: 201402, PE No: 6110108, CE No: 5503304, DP No: 14418.

Dear Mr. Vetter:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Dredging and Channel Improvements for St. George's Thorofare Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2, City of Brigantine, Atlantic County; 100% State, UPC No: 201402, PE No: 6110108, CE No: 5503304, DP No: 14418** to your firm on **June 05, 2014**.

The Contract amount is **(\$602,600.00)**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is signed by the Commissioner or his/her designee. **A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. AN ACCEPTABLE CORPORATE RESOLUTION TEMPLATE CAN BE FOUND FROM THE WEBSITE BELOW FOR YOUR USE.**
<http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm>
USING THIS TEMPLATE WILL AVOID DELAYS ENCOUNTERED DURING CONTRACT EXECUTION.

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"), and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003.**

FOR 100% STATE FUNDED PROJECTS ONLY, your firm must be in compliance with Public Law 2005, Chapter 51 Contractor Certification and Disclosure of Political Contributions (formerly Executive Order #134) and Executive Order # 117, effective November 15, 2008 prior to the Contract being executed by the Commissioner. You must complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the Department. Instructions for completing these forms are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. IGNORE THIS REQUIREMENT FOR FEDERALLY FUNDED PROJECTS.

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS OF THE DATE OF THE AWARD**. If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The N.J.D.O.T. Insurance Certificate (DC 175) must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference.**
DC 175 form can be found from the website below.

<http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm>

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

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,
Re: Initial Project Workforce Report - Construction, FORM AA-201

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et.seq., N.J.A.C.17:27), please submit your **Initial Project Workforce Report - Construction, Form AA-201** directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/pdf/aa201.pdf

Please complete and submit Form AA-201 as follows:

<u>FIRST (2) Copies to:</u>	<u>(3rd) Copy – (Marked Public Agency) to:</u>
New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 530-6355.

Very truly yours,



Anthony Genovese
Director
Division of Procurement

AG/

cc: B. Delucia, A. Rossi, D. Hill, M. Armstrong, J. Overton, A. Miro, D. Shumaker, R. Sterns, K. Abbott, P. Adams, A. Genovese, K. Desai, Q. Viernes, A. Ghorbani, R. Kauffman, A. Ennas, R. Maiorano, D. Lambert, D. Kuhn, G. Boehm-Clifton, S. Douglas

I do not intend to escrow bid documents as per Sec. 102.05 of the specifications.

Authorized Signature _____

Print Name: Jerry Vetter

Title: President

CONTRACT

THIS AGREEMENT Made the 26th day of June in the year two thousand 2014,
fourteen, between the Department of Transportation of the State of New Jersey, herein after referred
to as the Department and **Mobile Dredging & Pumping Co.** with a principal office location at
3100 Bethel Road, Chester, PA 19013, herein after referred to as the Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter
specified and agreed to be made by the Department, hereby covenants and agrees to furnish and
deliver all the materials, to do and perform all the work and labor required to be furnished and
delivered, done and performed in and about the improvement of

**Maintenance Dredging and Channel Improvements for St. George's Thorofare Contract No.
171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2, City of Brigantine, Atlantic
County; 100% State, UPC No: 201402, PE No: 6110108, CE No: 5503304, DP No: 14418.**

in strict and entire conformity with the plans on file at the office of the Department in Trenton
and with the specifications of the New Jersey Department of Transportation as amended by the
Supplementary Specifications applying to this particular work, which were duly approved by the
State Commissioner of Transportation under the power and authority vested in the Department
under Chapter 301, Laws of 1966, approved December 12, 1966 (27:1A-1, et seq.), and which
said plans and specifications are hereby made part of this agreement as fully and with the same
effect as if the same had been set forth at length in the body of this agreement.

In consideration of the covenants contained herein the Department hereby agrees to pay the
Contractor for the said work, when completed in accordance with the said plans and specifications,
the sum of **six hundred two thousand, six hundred dollars and no cents (\$602,600.00)**

OVER

IN WITNESS WHEREOF, the parties have caused this instrument to be signed, attested to and sealed.

Department of Transportation
of the State of New Jersey

Eli D. Salant III

State Transportation Engineer

Date: 6/26/14

Witness, Attest, Affix Seal:

by

Jacqueline Brown

Secretary

New Jersey Department of Transportation

Date: June 26, 2014

Witness or attest:

Linda G. Wayman

Secretary

Linda G. Wayman

(Also print or type name)

Mobile Dredging & Pumping Co.

Jerry Vetter

Authorized Officer

President

Title of Officer

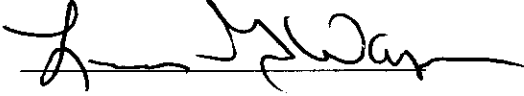
Jerry Vetter

(Also print or type name)

AFFIX SEAL IF A CORPORATION

Mobile Dredging & Pumping Co.

Witness or attest:



Linda G. Wayman
(ALSO PRINT OR TYPE NAME)



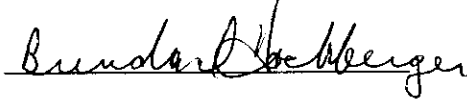
Signature of Authorized Officer

President
Title of Principal

Jerry Vetter
(ALSO PRINT OR TYPE NAME)
(AFFIX CORPORATE SEAL OF PRINCIPAL)

Travelers Casualty and Surety Company of America

Witness or attest:



Brenda D. Hockberger
(ALSO PRINT OR TYPE NAME)

BY: 

Oscar F. Rincon

Attorney-in-Fact

Surety Telephone No. 630-961-7005
(ALSO PRINT OR TYPE NAME)
(AFFIX CORPORATE SEAL OF SURETY)

CERTIFICATION TO THE AUTHORITY OF
THE ATTORNEY INFAC TO COMMIT THE
SURETY COMPANY MUST ACCOMPANY THIS BOND

FOR DEPT. USE ONLY:

SURETY CHECKED BY: Quintin Viernes

TREASURY CIRCULAR 570 \$ 178,045,000.00

LICENSED IN NEW JERSEY YES

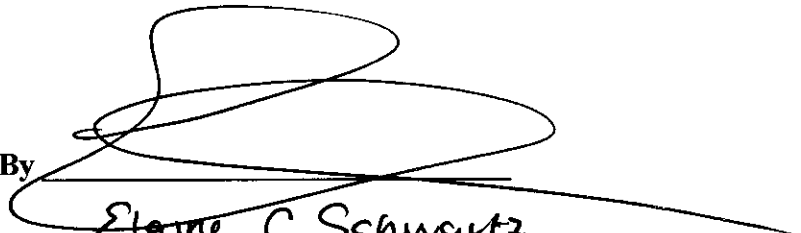
Description

Maintenance Dredging and Channel Improvements for St. George's Thorofare
Contract No. 171201402; St. George's Thorofare Station -1+29.2 to Station 18+57.2
City of Brigantine, Atlantic County; 100% State
UPC No: 201402, PE No: 6110108, CE No: 5503304
DP No: 14418

OFFICE OF THE ATTORNEY GENERAL

The foregoing contract and bonds has been reviewed and approved as to form.

John J. Hoffman
Acting Attorney General of New Jersey

By 
Name: Elaine C Schwartz

Deputy Attorney General

Date 6/26/14