

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION
TRENTON, NEW JERSEY

NOTICE TO CONTRACTORS

Notice is hereby given that bid proposals will be received via the Internet until 10:00:59 A.M. on 6/4/15, downloaded, and publicly opened and read, from Bidders classified under N.J.S.A. 27:7-35.1 et seq.; in the CONFERENCE ROOM-A, 1st Floor F & A Building, New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, NJ 08625; for:

Construction of Leonardo Confined Disposal Facility Contract No. 009201501 Middletown Township Monmouth County; 100% State, PE No: 6110108, CE No: 2205864, DP No: 15425.

Project Advertisement Date 5/14/15
Project Bid Date 6/4/15
Estimated Completion Date on 09/29/2015
Estimated Range Range up to \$5,000,000
Cost of Plans and Contract Documents Available at www.bidx.com.
Contractors Prequalified in one of these
Work Types are eligible to bid this project: 1,1c,3,3a,3b, or 5

The principal items of work consist of:

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
11,161	CY	Confined Disposal Facility Construction

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

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

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

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

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

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

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

PLEASE CHECK THE EXPIRATION DATE OF YOUR ASSIGNED CLASSIFICATION

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

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

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

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

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE**

Bid Date: June 11, 2015

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

THE FOLLOWING CHANGES ARE MADE TO THE PROPOSAL:

The date for receipt of Bids is CHANGED to June 11, 2015.

<u>Line No.</u>	<u>Item No.</u>	<u>Item Name</u>	<u>Remarks</u>
0024	605045P	CHAIN-LINK FENCE, 6' HIGH	Item Quantity CHANGE – Quantity INCREASED from 100 LF to 122 LF

These Proposal CHANGES are available from the NJDOT Bid Express website as Amendment No. 1

THE FOLLOWING CHANGES ARE MADE TO THE SPECIAL PROVISIONS:

201.03.01. Clearing Site

THE FOLLOWING IS ADDED AFTER THE LAST SENTENCE OF THE FIRST PARAGRAPH:

Any solid waste found on site prior to the start of construction activities is to be collected and placed on site, at the direction of the RE, for removal and disposal by others.

THE FOLLOWING CHANGES ARE MADE TO THE PLANS:

THE FOLLOWING PLAN SHEETS HAVE BEEN REVISED AND ARE REISSUED:

Plan Sheet 8 of 10 (CD-2)

Plan Sheet 9 of 10 (CD-3)

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	REPLACES ORIGINAL PLAN SHEET NO. 8 OF 10
ATTACHMENT NO. 2	REPLACES ORIGINAL PLAN SHEET NO. 9 OF 10

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE**

Bid Date: June 11, 2015

ADDENDUM No. 1
Page No. 2 of 5

THE FOLLOWING PLAN SHEETS HAVE BEEN **REVISED** BUT ARE **NOT REISSUED**:

Plan Sheet 2 of 10 (EDQ-1) – REVISED to show a quantity of 122 LF for Item No. 24 (605045P) CHAIN-LINK FENCE, 6’ HIGH.

Plan Sheet 4 of 10 (C-1) – REVISED to show a quantity of 122 LF for the construction bubble of item No. 24 (605045P) CHAIN-LINK FENCE, 6’ HIGH.

Revised Plan Sheets reflecting these changes will not be issued at this time, but all corrections will be made by the designer during the preparation of the As-Built Plans.

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

Questions Asked By: A. Servidone Inc./B. Anthony Construction Corp JV

Question No. 2: Proposal Item P201003 Clearing Site.

“The site is totally covered in vegetation. There is no item for Stripping, so how is the vegetation to be removed?”

Special Provisions states Disposal of material and debris as specified in Specification Subsection 201.03.09. Please provide the requirements for disposal of material and debris on this project, in accordance with the Monmouth County Solid Waste Management Plan. Are there any special requirements for removal and disposal of Fragmities, on the project site.”

Response to Question No. 2:

The vegetation removal and disposal is to be paid for under the item 201003P Clearing Site. Requirements for disposal of material and debris can be found here:

<http://www.visitmonmouth.com/page.aspx?Id=4172>.

There are no special requirements for the removal and disposal of Phragmites, they should be disposed of with the site vegetation.

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE**

Bid Date: June 11, 2015

**ADDENDUM No. 1
Page No. 3 of 5**

Question No. 3: Proposal Item 203065P Confined Disposal Facility Construction.

“What work is included under this item. This is a "Paid" quantity item. Is this quantity based the quantity of material excavated, or the quantity of material placed as embankment to construct the dikes? What tis the disposition of any excess soil, and where is it to be placed?”

Response to Question No. 3:

The method of measurement and payment for item 203065P Confined Disposal Facility Construction is described in subsection 203.04 of the project Special Provisions. Excess soil can be placed within the confines of the site and as directed by the Resident Engineer.

Question No. 4: 158009M Heavy Duty Silt Fence, Orange

“Where will the 700 LF (25% of total quantity) of Heavy Duty Silt Fence, Orange be used?”

Response to Question No. 4:

The quantity of 700 LF Heavy Duty Silt Fence, Orange is included under the If & Where column on the Estimate and Distribution of Quantities plan. As such, the amount and location of this item is directed by the Resident Engineer.

Question No. 5: Proposal Item 602224M Confined Disposal Facility Control Structure

“Please clarify the details for the construction of this structure, Is it the intent that it be constructed with steel plate, 2' high, on 3 sides, and the remaining to be left open for placement of weir boards? Please be advised that ductile iron (pipe) cannot be effectively welded.

Response to Question No. 5:

That is the correct interpretation of the construction details. The contractor must submit detailed design information and shop drawings signed and sealed by a Professional Engineer licensed in the State of New Jersey for Item No. 602224M Confined Disposal Facility Control Structure. Plan sheet revisions for the connection of the 18” Ductile Iron Pipe to the control structure are provided as Attachment Nos. 1 & 2 with this addendum.

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
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100% STATE**

Bid Date: June 11, 2015

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

Question No. 7: Proposal Due Date/Project Questions

“Does the NJDOT intend on postponing the Proposal Due Date, which is June 4, 2015? We have submitted questions on 5/22/2015 which have yet to be addressed, to which responses are required to be able to prepare a proper and competitive bid.”

Response to Question No. 7:

See Amendment No. 1. A new receipt of bids date has been posted with this Addendum. Bids will be received on June 11, 2015.

Question No. 8: Proposal Item 0024 Chain-Link Fence, 6' High

“The Bid Proposal quantity of Item 0024 Chain-Link Fence,6' High is 100 LF. The Estimate - Distribution of Quantities shows 100 LF for this Item. Plan Sheet No. 4 shows 100 LF on the Plan and 122 LF under "To be Constructed". Please clarify. Please also clarify the height of this fence.”

Response to Question No. 8:

See Amendment No. 1. The total contract quantity for Item No.24 605045P CHAIN-LINK FENCE, 6' HIGH is 122 LF. As the item name indicates, the proposed chain link fence is 6' high.

Questions Asked By: Tarheel Enterprises, Inc.

Question No. 6: Existing Stockpile

“Section 203.02.01 of the Special Provisions indicates that the contractor should use the existing stockpile of dredged material located on the site first, prior to utilizing the material excavated from the CDF. Nowhere on the drawings is the stockpile shown nor is the available stockpiled material quantified. Contract Drawing 4 of 10 provides an earthwork summary which shows a near balance between the material excavated from the CDF and that used for the dike. Please advise the location and quantity of the stockpiled material in order that we can determine the amount of material to be disposed of.”

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
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TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
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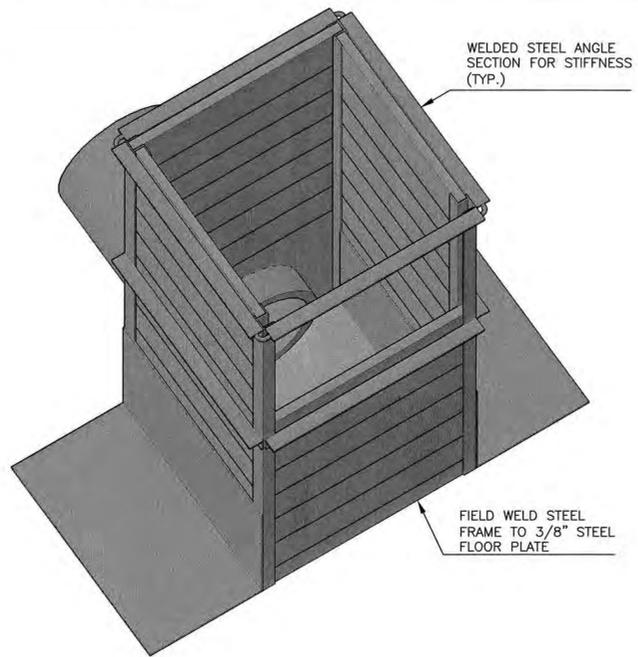
Bid Date: June 11, 2015

ADDENDUM No. 1
Page No. 5 of 5

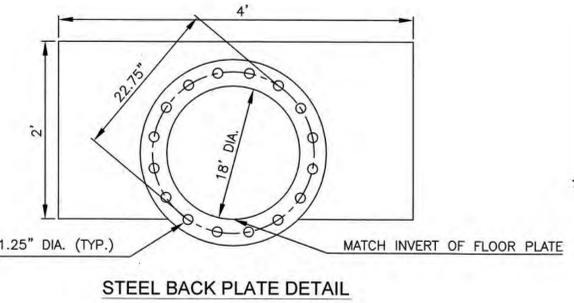
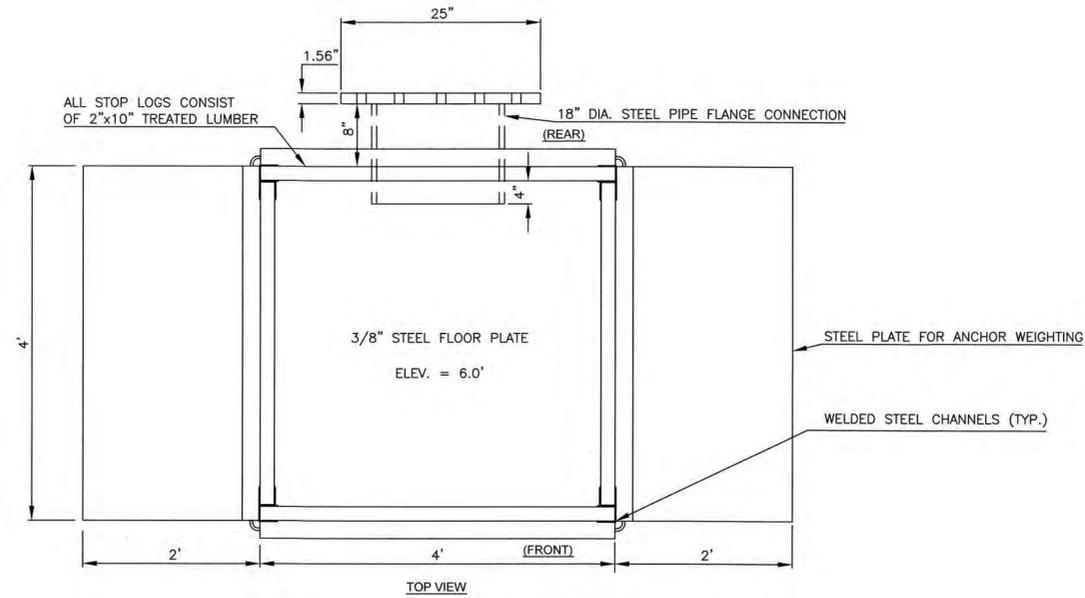
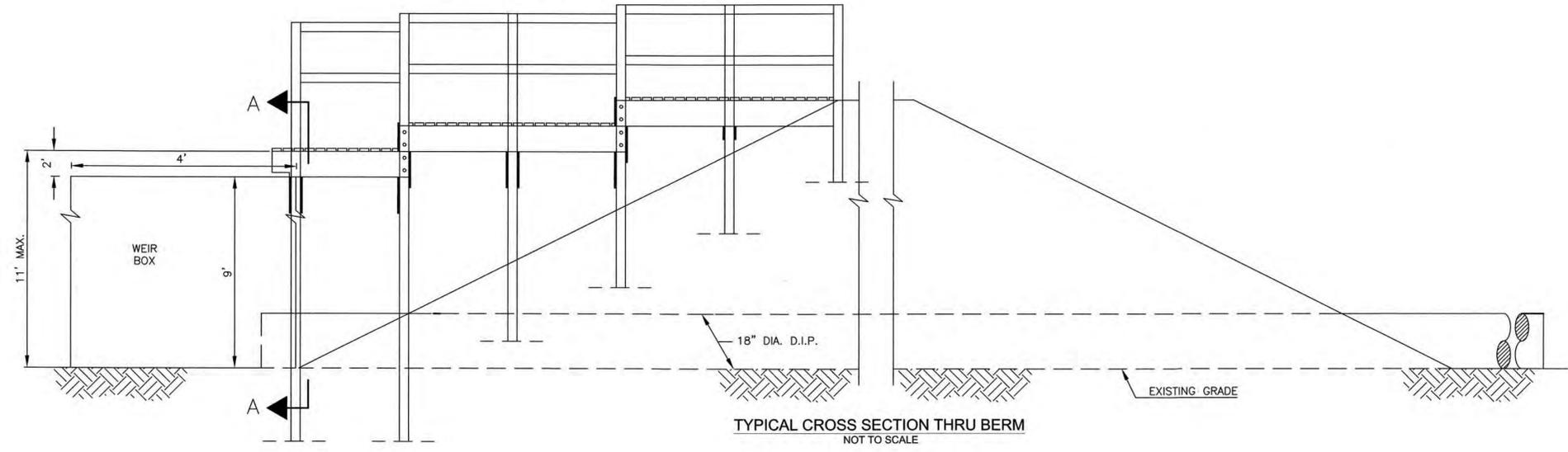
Response to Question No. 6:

The existing stockpile of dredged material to be used first is located on-site near the construction entrance shown on plan sheet 4 of 10. It is approximately 3,000 CY of material. Any excess embankment material, after construction of the confining dikes may remain onsite and placed at the direction of the Resident Engineer.

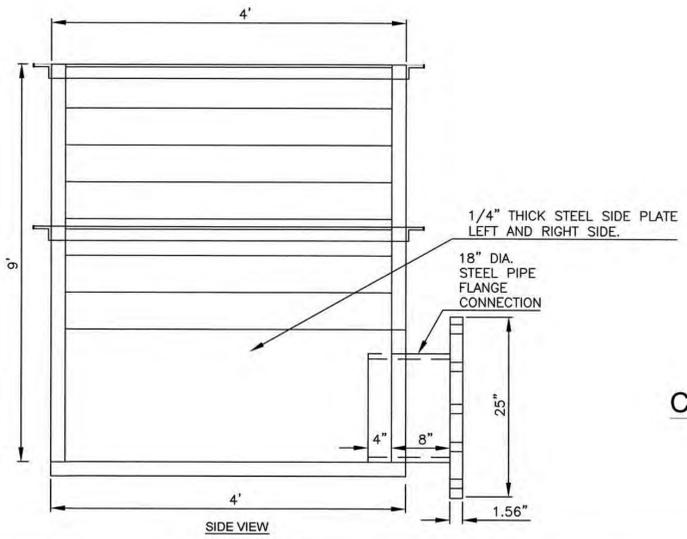
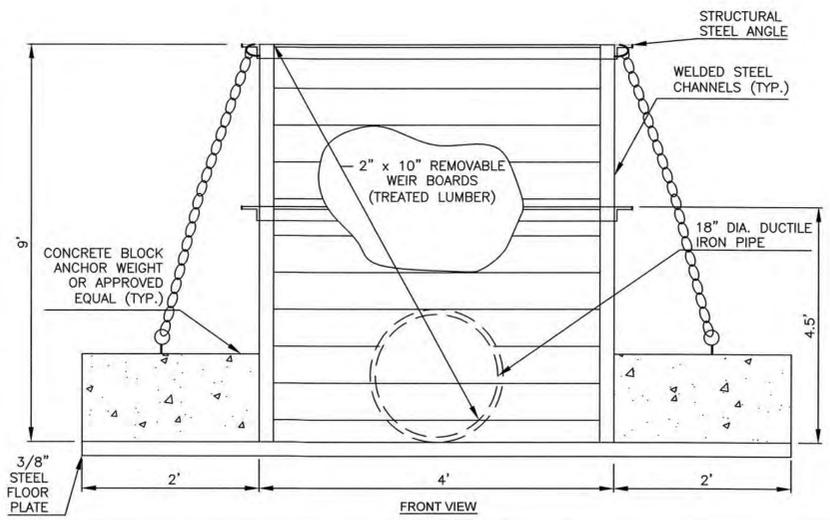
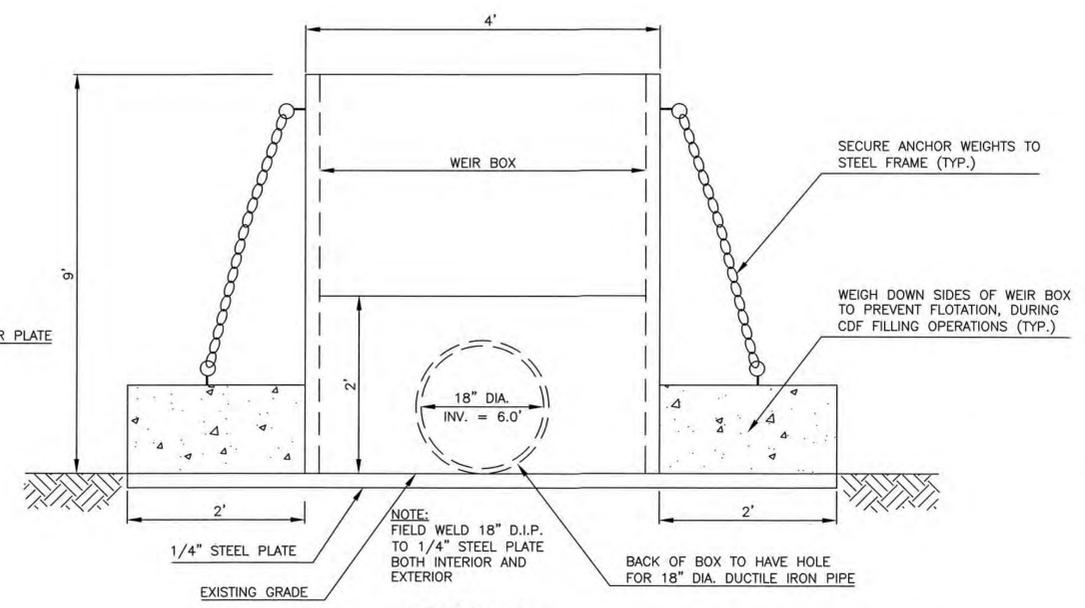
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SEE TIMBER STRUCTURE DETAILS ON SHEET 9 OF 10



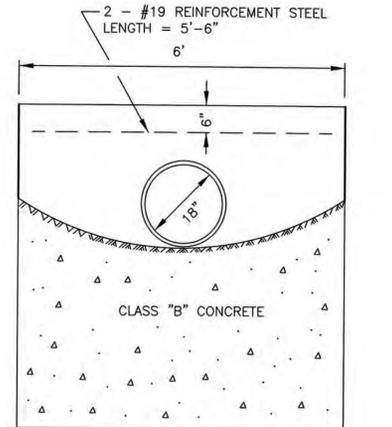
NOTE:
USE 1 1/8"x5" BOLTS TO CONNECT PIPE FLANGES
USE 18"x21 3/8" RING GASKET BETWEEN FLANGES
REFERENCE: AMERICAN PIPE MANUAL 16TH EDITION AMERICAN CAST IRON PIPE COMPANY-TABLE 6-1 ON PAGE 6-4.



CONFINED DISPOSAL FACILITY
CONTROL STRUCTURE
NOT TO SCALE

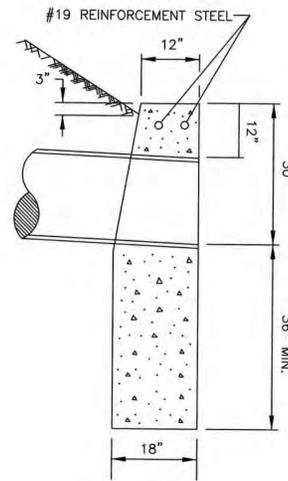
ADDENDUM NO. 1
ATTACHMENT 1

STATE OF NEW JERSEY NJDOT OFFICE OF MARITIME RESOURCES	
TITLE: CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY CONTRACT NO. 009201501 CONSTRUCTION DETAILS	
PROJECT: MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY	
DRAWN BY: EV	PARSONS BRINCKERHOFF, INC. CERTIFICATION OF AUTHORIZATION NO. 24GA28029800
CHECKED BY: MJM	<i>Michael J. Marano</i>
SCALE: AS SHOWN	MICHAEL J. MARANO NEW JERSEY PROFESSIONAL ENGINEER
DATE: MAY 2015	NO. 24GE04087500
PROJECT NO.	SHEET 8 OF 10
DWG. NO. CD-2	



TO BE CARRIED TO FIRM BEARING BELOW FROST LINE

CONCRETE HEADWALL
NOT TO SCALE



OUTLET

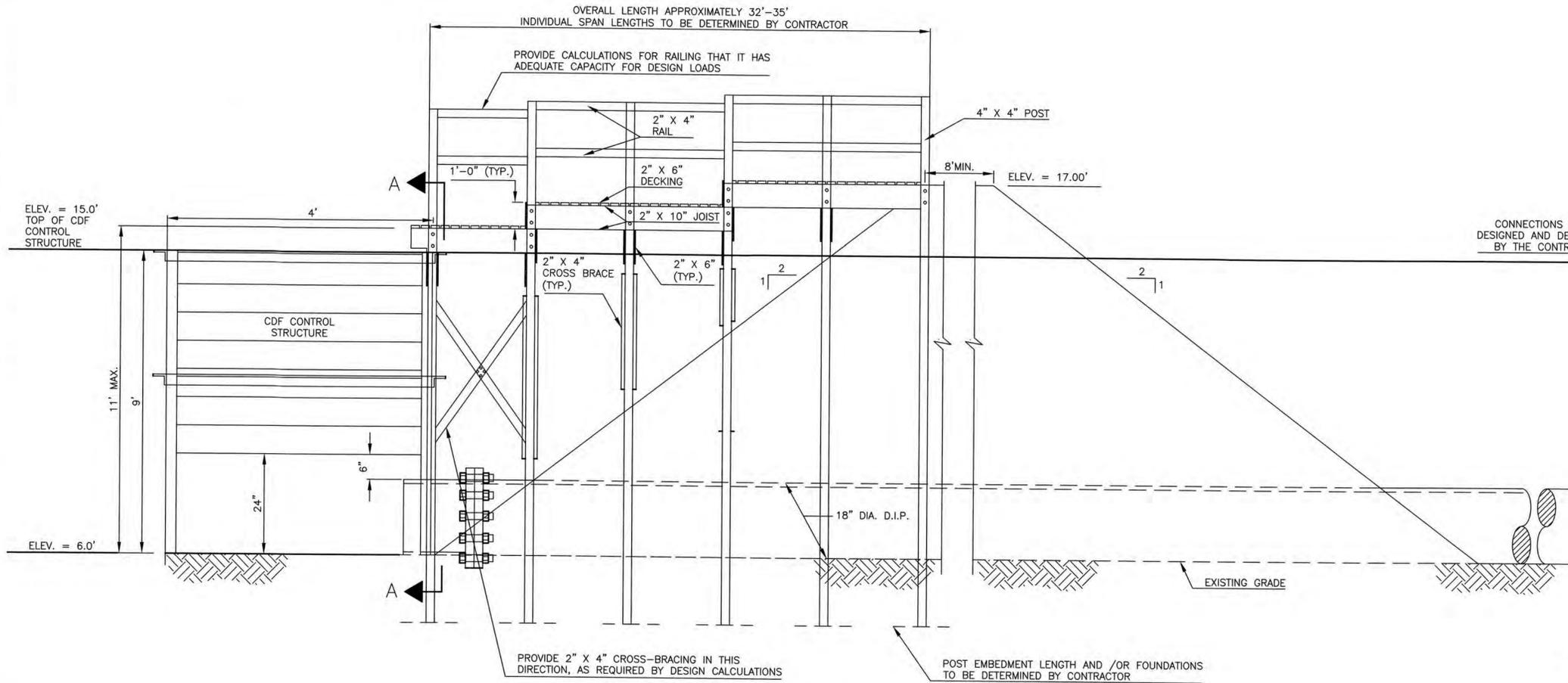
HEADWALL QUANTITY IN CUBIC YARDS

PIPE DIA.	DUCTILE IRON PIPE
18"	CLASS B CONCRETE 1.7 - SAY 2 C.Y. FOR ESTIMATION PURPOSES

- NOTES:
1. CONSTRUCTION AS PER NJDOT STANDARD SPECIFICATIONS SECTION 602.

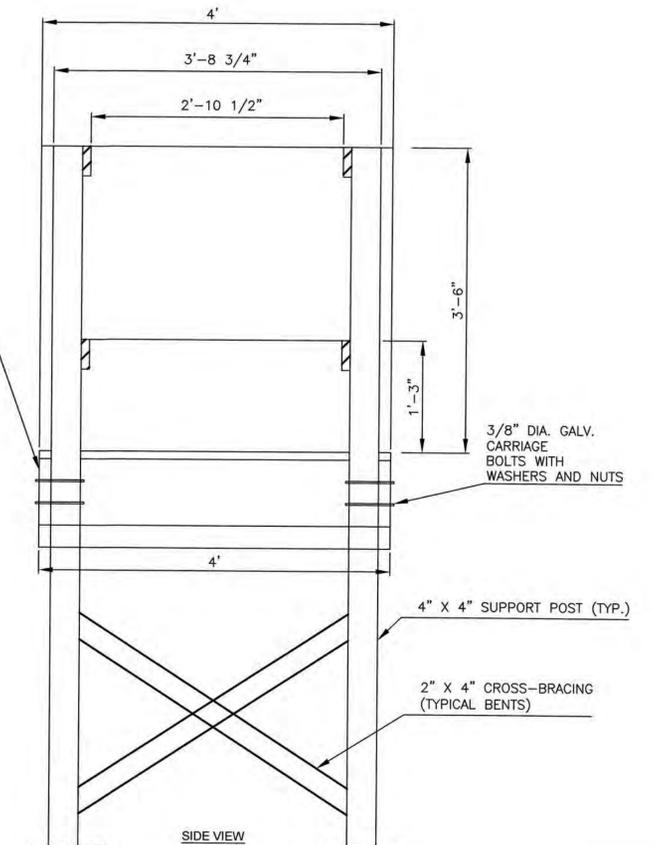
TIMBER STRUCTURE NOTES:

- SHOP DRAWINGS SHOULD BE SUBMITTED ALONG WITH DETAILED DESIGN CALCULATIONS SIGNED AND SEALED BY A NEW JERSEY PE AS PER THE SPECIFICATIONS.
- ALL BEAMS, JOISTS, POSTS, DECKING TIMBER ETC, TO CONFORM TO NJDOT STANDARD SPECIFICATIONS SECTION 915.
- THE INFORMATION DEPICTED ON THIS PLAN IS TO SHOW DESIGN INTENT AND BASIC DETAILING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE STANDARD CONSTRUCTION PRACTICES TO PROVIDE A STRUCTURALLY SOUND ASSEMBLY.



TYPICAL CROSS SECTION THRU BERM
NOT TO SCALE

TIMBER STRUCTURE



SIDE VIEW

ADDENDUM NO. 1
ATTACHMENT 2

REV.	DATE	DESCRIPTION	BY	APPR.

STATE OF NEW JERSEY	
NJDOT OFFICE OF MARITIME RESOURCES	
TITLE: CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY CONTRACT NO. 009201501 CONSTRUCTION DETAILS	
PROJECT: MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY	
DRAWN BY: EV	PARSONS BRINCKERHOFF, INC. CERTIFICATION OF AUTHORIZATION NO. 24GA28029800
CHECKED BY: MJM	<i>Michael J. Marano</i>
SCALE: AS SHOWN	MICHAEL J. MARANO NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE04087500
DATE: MAY 2015	PROJECT NO. _____ SHEET 9 OF 10 DWG. NO. CD-3

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**SPECIAL PROVISIONS
CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY**

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation 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 33 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.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.
5. Notice of Executive Order 125 requirement for posting of winning proposal and contract documents.

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

1. Soil boring logs of the Leonardo State Marina Confined Disposal Facility (CDF) site.
2. Coastal Area Facility Review Act (CAFRA) Individual Permit; NJDEP File No: 1331-06-0017.2; CAFRA Individual Permit (CAF140001) Project: Leonardo Confined Disposal Facility (CDF); Block: 354 Lot: 1 Middletown Township, Monmouth County; Dated March 9, 2015.

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.02 ABBREVIATIONS

THE FOLLOWING TERMS ARE ADDED.

The following abbreviations are used in the contract:

AD	after dredge
AIWW	Atlantic Intracoastal Waterway
CDF	Confined Disposal Facility
BCE	Bureau of Coastal Engineering
BD	before dredge
MHW	Mean High Water
MLW	Mean Low Water
NJICWW	New Jersey Intracoastal Waterway
OMR	Office of Maritime Resources
RE	Resident Engineer
SAV	Submerged Aquatic Vegetation

101.04 INQUIRIES REGARDING THE PROJECT

1. Before Award of Contract.

THE FIRST PARAGRAPH IS CHANGED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

2. After Award of Contract.

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

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

SECOND CRITERIA IS CHANGED TO:

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

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.

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

102.03 REVISIONS BEFORE SUBMITTING A BID

THE SECOND PARAGRAPH IS CHANGED TO:

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

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

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

1. Evaluation of Subsurface and Surface Conditions.

THE FOLLOWING IS ADDED:

Available information from sampling and analyses is included as an attachment to these Special Provisions.

3. Existing Plans and As-Built.

Existing Plans and As-builts used are as follows:

- a. Property Survey For Sandy Hook Cove
Lots 1,2 &4 Block 354 Lots 3&5 Block 334 Lot 2 Block 335
Township of Middletown, Tax Map Sheet 31, Monmouth County
HDA Assoc. LLC., 542 Prospect Ave. Little Silver, NJ 07739
Dated 1/21/03

- b. State of New Jersey
Department of Environmental Protection
Division of Coastal Resources
Bureau of Coastal Engineering
Maintenance Dredging of the Leonardo State Marina With
Removal and Replacement of Various Mooring Piles with Riding Irons
Township of Middletown
County of Monmouth
Dated: Jan. 2, 1986
Scale 1"=40'

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:

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

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.
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.

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
 CONTRACT NO. 009201501
 TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

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

THE NINTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

1. Work Plan

For construction of the CDF site, submit a detailed plan including a detailed breakdown of work activities, equipment to be employed, layout of work, measures to protect adjacent properties and environmentally sensitive areas. List the sequence of excavation and dike construction, the land surveys and activities associated with demobilization and final clean up of the CDF site.

Obtain written approval of the Work Plan from the RE prior to the start of Mobilization.

2. Confined Disposal Facility Control Structure

Submit shop drawings of the Contractor furnished Confined Disposal Facility Control Structure and discharge piping arrangement for approval by the RE. Shop drawings are to be signed and sealed by a Professional Engineer licensed in the State of New Jersey. Include calculations or references to establish the structural capacity of the Confined Disposal Facility Control Structure and the buried discharge pipe to support the anticipated dike loads. Provide calculations that ensure that the total weight of the Confined Disposal Facility Control Structure overcomes any floatation forces when the site is full of water up to the highest elevation of

the structure. Add additional weight with concrete or concrete blocks as determined in the locations shown on the plans.

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

3. Timber Structure

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

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

TABLE 105.05-1 IS CHANGED TO:

Table 105.05 1 – Working Drawing Submission Category	
Certified	Approved
Work Plan	Confined Disposal Facility Control Structure Timber Structure

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

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

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 14 days for review and approval or rejection and return of working drawings.

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

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

ELECTRIC

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

TELECOMMUNICATION

Verizon–New Jersey, Inc.
Mr. William Z. Moschberger

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

GAS

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

CABLE TELEVISION

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

WATER

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

SANITARY

Township of Middletown Sewerage Authority
Brian Rischman, P.E., Staff Engineer
P.O. Box 205
100 Beverly Way
Belford, NJ 07718
(732) 495-1010 (Office)
(732) 495-4565 (Fax)
BRischman@tomsanj.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

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

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 attached.

- a. Coastal Area Facility Review Act (CAFRA) Individual Permit; NJDEP File No: 1331-06-0017.2; CAFRA Individual Permit (CAF140001) Project: Leonardo Confined Disposal Facility (CDF); Block: 354 Lot: 1 Middletown Township, Monmouth County; Dated March 9, 2015.

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

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

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

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

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

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

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) **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.
- d) **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.
- e) **Disposal of Discarded Materials.** Handle discarded materials other than those that can be included in the solid waste category as directed by the RE.
- f) **Protection of Water Resources.** Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

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.

- g) **Protection of Fish and Wildlife Resources.** Keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. List species that require specific attention along with measures for their protection in the Environmental Protection Plan prior to the beginning of construction operations.
- h) **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.
- i) **Sound Intrusions.** Keep construction activities under surveillance and control to minimize damage to the environment by noise.
- j) **Preservation and Restoration of Landscape.** Restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

THE FOLLOWING SUBSECTION IS ADDED:

105.11 ACCESS TO THE WORKSITE

Access to the work site may be made via the interstate highway system, the Garden State Parkway, Route 35, Route 36, and local streets in the Middletown Township 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 106 – CONTROL OF MATERIAL

106.03 FOREIGN MATERIALS

1. Wholly State-Funded Projects

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

For steel and iron products incorporated into the Project, provide a certification from the manufacturer stating the country where the steel or iron product was melted and manufactured including application of coatings which protect or enhance the value of the material. Ensure that 4 copies of the manufacturer's certification are provided with each delivery of steel and iron products. Retain 1 copy and submit 3 copies to the RE. Ensure that the certification includes, materials description, quantity of material represented by the certification, country of manufacture, and notarized signature of a person having legal authority to bind the supplier. If a Certification of Compliance as specified in 106.07 contains a statement regarding the country of manufacture, a separate certification is not necessary.

106.07 CERTIFICATION OF COMPLIANCE

THE ENTIRE TEXT IS CHANGED TO:

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

106.07.01 Certification of Compliance

Submit manufacturer's Certifications of Compliance stating that the materials and/or assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department.

Ensure that Manufacturer's Certification of Compliance contains the following information:

1. Project Name.
2. Name of the Contractor.
3. Material description.
4. Quantity of material represented by the certification.
5. Means of identifying the consignment, such as label marking or seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and that representative samples have been sampled and tested.
8. If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract.
9. Signature of a person having legal authority to bind the supplier.
10. Typed or printed name of the person who signed the certification.

Before incorporating the materials into the Project, obtain 3 copies of the manufacturer's Certifications of Compliance for materials, components, and manufactured items that are accepted by certification. Retain 1 copy and submit 2 copies to the RE. With the Certification of Compliance, provide a transmittal identifying the Item for which it is submitted. For products that contain steel or iron, attach additional documents as required by the certification procedures as specified in 106.07.02. The Contractor may submit the Certifications of Compliance electronically to the RE in a scanned document. Include the transmittal and all backup documentation in the scanned document.

The Department has the right to sample and test materials or assemblies accepted on the basis of Certifications of Compliance at any time. The Department will reject materials or assemblies, whether in place or not, if found not to be in conformance with the Contract requirements.

The Department will not make payment for an Item for which material is accepted on the basis of a Certification of Compliance until the RE has received the required Certification of Compliance and has inspected and accepted the material or assembly.

106.07.02 Certification for iron and steel

- A. Incidental Steel or Iron Components and Manufactured Products.** Incidental steel and iron components such as lifting hooks, tie wire, chairs, nuts, bolts and screws are not required to be certified for compliance with Buy America requirements. For manufactured products that are not made predominantly of steel, the steel components are not required to be certified for compliance with Buy America requirements.
- B. Step Certification of Compliance.** For products that contain steel or iron components and are not covered in 106.07.02.A or 106.07.02.B, step Certification of Compliance is required to confirm that the item meets the Buy America requirements as specified in 106.03. A step certification is a process under which each handler (e.g., supplier, fabricator, manufacturer, processor, coating facility) of the iron and steel components certifies that the steel and iron components were of domestic origin and that their step in the process was domestically performed.

Every step in the process from melting to coating must be performed in the United States in order for the steel or iron component to be considered domestic and must be documented by step certification. If a domestic source for a steel or iron component cannot be found, submit a request for waiver to the Department. Do not purchase non-domestic steel or iron components without the express written consent of the Department.

Ensure that 3 copies of the Contractor's Certification of Compliance (Form DC-17) and the step Certifications of Compliance are provided for items containing steel or iron. Retain 1 copy and submit 2 copies to the RE. The Contractor may submit the DC-17 and the step certifications electronically in a scanned document.

Ensure that step Certifications of Compliance contain the following information:

1. Name of the Company supplying the material.
2. Name and location of the Company the material was shipped to.

3. Material description.
4. Quantity of material represented by the Certification.
5. Means of identifying the consignment, such as label marking or seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and to the Buy America requirements in 106.03.
8. A statement that all steel or iron components in the material or assembly were "melted and manufactured in the US", unless there is non-domestic steel or iron in the material or assembly.
9. If there is non-domestic steel or iron in the assembly, describe in detail the non-domestic steel or iron material and the quantity. Attach a copy of the Department's approval for the use of non-domestic steel or iron components.
10. Signature of a person having legal authority to bind the supplier.
11. Typed or printed name of the person who signed the certification.

The Department will not make payment for work containing steel or iron materials until the RE has received the required DC-17 and step Certifications of Compliance and has inspected and accepted the material or assembly.

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

1. Values and Quantities.

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1.

There are no Specialty Items in this Project.

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

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

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

5. Within 10 days of Contract Award, Notify the RE of the proposed starting date for CDF construction operations including equipment arrival and access to the CDF site.

108.06 NIGHT OPERATIONS

2. Visibility Requirements for Workers and Equipment.

THE FIRST PARAGRAPH IS CHANGED TO:

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

108.10 CONTRACT TIME

A. Complete all work required for Substantial Completion on or before October 5, 2015.

B. Achieve Completion on or before October 20, 2015.

108.11.01 Extensions to Contract Time

B. Types of Delays.

1. Excusable, Non-Compensable Delays. Non-Excusable Delays.

THE FOLLOWING IS ADDED:

For work performed by Utilities, delays up to 30 percent of the estimated duration specified in 105.07.02 are considered non-excusable. The duration includes both the advance notice and the completion of the work by the Utility.

For delays caused by Railroads, delays up to 30 percent of the estimated availability specified in 105.07 are considered non-excusable.

2. Excusable, Non-Compensable Delays.

c. Extreme Weather

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

The RE will assess any delay claims due solely to weather and will extend Contract Time for excusable, non-compensable delays due to extreme weather at his sole discretion.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

THE FOLLOWING IS ADDED AFTER THE 2ND PARAGRAPH:

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

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$2,400.
- 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 \$ 1,200.

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.

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

109.05 ESTIMATES

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

THE TENTH PARAGRAPH IS CHANGED TO:

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

109.06 MATERIALS PAYMENTS AND STORAGE

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

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

109.07 BONDS POSTED IN LIEU OF RETAINAGES

THE FIRST PARAGRAPH IS CHANGED TO:

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

109.09 AUDITS

THE FOLLOWING IS ADDED:

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

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.03.01 Performance Bond and Payment Bond

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

151.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

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

SECTION 152 – INSURANCE

152.03.01 Owner's and Contractor's Protective Liability Insurance

A. Policy Requirements.

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

B. Types.

3. Owner's and Contractor's Protective Liability Insurance.

THE ENTIRE TEXT IS CHANGED TO:

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

Ensure the policy is endorsed to include per project aggregate.

6. Marine Liability Insurance.

THE ENTIRE TEXT IS CHANGED TO:

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

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

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

152.03.03 Pollution Liability Insurance

SUBPART 9 IS ADDED TO THE THIRD PARAGRAPH:

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

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 construction 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 CDF construction. Assign construction activities in segments or in groups of work not longer than 10 days duration. Assign the duration, man-hour loading, and Contractor's dollar value to each activity. Indicate the work calendar for each activity. Include separately a detailed list of the equipment to be utilized. The format and details of the Bar Chart Progress Schedule must be approved by the RE prior to commencement of any work.

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

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

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 Mobilization.

The work covered by this section also includes the following:

1. Mobilization, demobilization and relocation of tractors, loaders and any other equipment required to perform the construction of the CDF.
2. Any re-mobilization and demobilization required to meet the schedules in the Federal or State permit conditions encountered by the contractor.
3. Satisfactory submittal of all pre-work submittals

154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING SECTION IS REPLACED WITH THE FOLLOWING:

The Department will make payment for the Item as follows:

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

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

- 1) 60% of the lump sum price upon completion of the Contractors mobilization at the work site and commencement of actual earthwork operations 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 has satisfactorily received approval for all pre-work submittals and commences actual earthwork operations as determined by the RE.

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 2 megapixel picture capability
3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
4. Equipped with a hands-free headset
5. Base charger and car charger

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

1 computer configuration meeting the following:

1. Equipped with an Intel Premium IV processor with Hyper Threading technology or equal having a clock speed of 3.5 GHz or faster, 4 GB RAM, 512 MB Video RAM, 200 Gigabyte hard drive designated as drive C, one DVD (+/-) Writer Drive, one CD-R Recordable Drive. Ensure the system is USB 2.0 compatible and has at least two front USB ports Include Keyboard, optical mouse and 2 piece desktop speakers.
2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least one wired Ethernet switch.
3. High-speed broad band connection and service with a minimum speed of 3 Megabits per second (mbps) with dynamic IP address for the duration of the project.
4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.
5. 40 Gigabyte or larger external drive with backup software for MS-Windows, and fifteen corresponding formatted data cartridges corresponding to the tape drive size.
6. 1 Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.
7. Uninterruptible power supply (UPS).
8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.
9. 1 Computer workstation, chair, printer stand, and/or table having both appropriate surface and chair height.
10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

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

Also provide:

- 5 USB 8 GB Flash/Jump memory drives
- 10 CD-R 700 MB (or larger) recordable CD's compatible with the CD drive.

1 color laser printer and supplies as follows:

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

Software as follows:

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

5. 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.

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:

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

7. Inspection Equipment.

1. 1 Calculator with trigonometric capability
2. 1 Date/ Received stamp and ink pad
3. 1 Cloth tape, 100 feet
4. 1 Illuminated measuring wheel
5. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.
6. 4 Safety garments – orange, reflectorized, 360° high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.
7. 4 Sets of rain gear with reflective sheeting
8. 4 Sets of hearing protection with a NRR rating of 22 dB
9. 4 Sets of eye protection according to ANSI Z87.1
10. 4 Lantern flashlights, 6V with monthly battery replacements
11. 2 Hard Bound Daily Diaries, 5-1/2" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.
12. 25 Legal size hanging folders
13. 25 Legal size manila file folders – three tab

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.

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
 CONTRACT NO. 009201501
 TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

156.03.05 Nuclear Density Gauge

THE LAST PARAGRAPH IS CHANGED TO:

Provide a nuclear density gauge for the exclusive use of the RE using one of the following methods:

1. Purchase a nuclear density gauge under the Contractor's New Jersey Department of Environmental Protection (NJDEP) License or the Contractors United States Nuclear Regulatory Commission (USNRC) license.
2. Lease a nuclear density gauge from a New Jersey Department of Environmental Protection (NJDEP) or United States Nuclear Regulatory Commission (USNRC) licensed third party on the Department's New Jersey Department of Environmental Protection (NJDEP) License.

The Contractor is barred from purchasing gauges on the Department's New Jersey Department of Environmental Protection (NJDEP) license. Perform calibration and servicing of the gauge, other than routine wipe tests, every 24 months. The RE may direct additional calibrations, when necessary. Supply a replacement gauge for the Department's use during the calibration and servicing period.

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 for CDF Construction is the North American Vertical Datum of 1988. Tidal datum relationships are as shown on the project plan sheets in the "Range of Tide" diagrams and Notes. Survey control is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Furnish such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations referenced in the Contract plans and specifications. Maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor or through its negligence, prior to their authorized removal, the Contractor must promptly restore such marks at no cost to the state. The RE may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

Perform progress surveys of the work in the CDF area to confirm that the work conforms to the lines, grades and typical sections 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:

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

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

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

158.03.02 SESC Measures

19. Oil-Only Emergency Spill Kit.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

SECTION 159 – TRAFFIC CONTROL

159.03.02 Traffic Control Devices

1. Construction Signs

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH

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

SECTION 160 – PRICE ADJUSTMENTS

THE ENTIRE TEXT OF THIS SECTION IS DELETED.

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 CDF area 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 203 – EMBANKMENT

203.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

203.02.01 MATERIALS

THIS ENTIRE SUBSECTION IS REPLACED WITH THE FOLLOWING:

For dike construction use the existing stockpile of dredged material located on site first, then the material excavated from within the limits of excavation of the CDF (to elevation 6.0 NAVD '88) as shown on the plans.

203.03 CONSTRUCTION

THE FOLLOWING SUBSECTION IS ADDED:

203.03.03 Confined Disposal Facility Construction

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

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

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

Determine maximum density according to AASHTO T 99, Method C, including the replacement option. At least 72 hours prior to the start of dike construction, submit laboratory testing results for the maximum density determination to the RE. The RE will determine the compacted density of dikes by taking the average of 5 randomly located

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

measurements for each course or at a minimum of each 1.5-foot increment of elevation according to AASHTO T 310 (Direct Transmission Method).

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

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

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

203.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
CONFINED DISPOSAL FACILITY CONSTRUCTION	CUBIC YARD

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

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

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

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

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

The RE may conduct independent surveys at its discretion.

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

1. A topographic map showing spot elevations and contours at a minimum of 1' intervals in NAVD '88 vertical datum for the existing pre-construction condition.

2. A topographic map showing spot elevations and contours at a minimum of 1' intervals in NAVD '88 vertical datum for the completed CDF post-construction conditions.
3. Plotted cross-sections showing pre-existing ground lines and post-construction grade lines with cut/fill end areas shown and labeled with computed areas in square feet.
4. A plan showing the method of cross-sections with locations of each section and scheme of matchlines between sections.
5. A report containing calculations of the CDF volumes using the average end area method.

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

DIVISION 500 – STRUCTURES

SECTION 510 – TIMBER STRUCTURES

510.01 DESCRIPTION

THE FOLLOWING IS ADDED:

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

510.02 MATERIALS

THE FOLLOWING IS ADDED:

510.02.01 Materials

THE FIRST SENTENCE IS CHANGED TO:

Provide materials as specified and shown on the plans:

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

Steel Bolting Materials.....908.01.01, 908.01.02

510.03 CONSTRUCTION

THE FOLLOWING SUBSECTIONS ARE ADDED:

510.03.01 Timber Structures

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND CHANGED TO:

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

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

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

Install the structure using a competent supervisor in the construction trades and according to the approved shop drawings. Provide proficient construction practices and procedures. Set posts plumb within a tolerance of 1/8" per foot. Secure and protect the structure's materials upon arrival at the destination. Allow the Resident Engineer to inspect all materials for appropriate condition prior to accepting the materials. Submit an association inspection certificate issued by the association whose grading rules govern the species of timber selected. Timber that is "Grade Marked" will be accepted in lieu of the inspection certificate.

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

510.04 METHOD OF MEASUREMENT
THIS SUBSECTION HEADING IS CHANGED TO:

510.04 MEASUREMENT AND PAYMENT

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.02 MATERIALS

THE FOLLOWING IS ADDED:

Provide materials as specified:

Ductile Iron Pipe.....909.02.08

601.03 CONSTRUCTION

E. Joining Pipe.

THE FOLLOWING IS ADDED:

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

601.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
18” DUCTILE IRON PIPE	LINEAR FOOT

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

THE SECOND SENTENCE IN THIS SECTION IS CHANGED TO:

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

602.02 MATERIALS

602.02.01 Materials

THE FIRST SENTENCE IS CHANGED TO:

Provide materials as specified and shown on the plans:

THE FOLLOWING MATERIALS ARE ADDED TO THE LIST:

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

602.03 CONSTRUCTION

THE FOLLOWING SUBSECTIONS ARE ADDED:

602.03.09 Confined Disposal Facility Control Structure

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

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

602.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

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

SECTION 603 – SLOPE AND CHANNEL PROTECTION

603.01 DESCRIPTION

THE FOLLOWING IS ADDED:

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

603.02 MATERIALS

603.02.01 Materials

THE FOLLOWING IS ADDED:

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

603.03 CONSTRUCTION

THE FOLLOWING SUBPART IS ADDED:

603.03.05 Outfall Scour Hole

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

603.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

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

THE FOLLOWING IS ADDED TO THIS SECTION:

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

SECTION 605 – FENCE

605.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

The work also 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
(2009a) Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire

ASTM A641/A641M

605.02 MATERIALS

THE FOLLOWING IS ADDED:

Provide materials as specified:

Sand Fence.....913.02.04

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

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

Immediately after completion of the CDF, erect the sand fence at the location shown on the Plans. 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

SECTION 913 – GUIDE RAIL, FENCE, AND RAILING

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 orange 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 Department of Labor and Workforce Development, Construction EEO Monitoring Program may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal

established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

this chapter. However a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.

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

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

The Contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at:

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

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

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

IV. DISSEMINATION OF POLICY

- A. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

V. RECRUITMENT

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

VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS

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

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

VII. PERSONNEL ACTIONS

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

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

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

VIII. TRAINING AND PROMOTION

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

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

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

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

IX. UNIONS

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

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

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

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

X. SUBCONTRACTING

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

XI. RECORDS AND REPORTS

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

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

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

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

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

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

STATE ATTACHMENT NO. 2

PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

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

STATE ATTACHMENT NO. 3

AMERICANS WITH DISABILITIES ACT 100% STATE FUNDED CONTRACTS

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

STATE ATTACHMENT NO. 4

SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT 100% STATE-FUNDED CONTRACTS

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

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

II. POLICY

It is the policy of the New Jersey Department of Transportation that Small Business Enterprises, as defined in N.J.A.C. 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 0.0 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES**.
- B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.
- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.

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

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

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

VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS

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

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

VIII. REASONABLE OUTREACH EFFORTS

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

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

IX. ADMINISTRATIVE RECONSIDERATION

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

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

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

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

XI. CONSENT BY DEPARTMENT TO SUBLETTING

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

XII. CONCILIATION

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

XIII. DOCUMENTATION

- A. Records and Reports

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

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

XIV. PAYMENT TO SUBCONTRACTORS

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

XV. SANCTIONS

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

STATE ATTACHMENT NO. 5

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

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

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

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

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

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

BORING LOGS FOR THIS CONTRACT ARE NOT REPRINTED HERE DUE TO
SIZE



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY

P.O. BOX 420

MAIL CODE #401-06C

TRENTON, NEW JERSEY 08625-0420

(609) 292-1250

FAX: (609) 777-1914

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

March 9, 2015

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

RE: NJDEP File No: 1331-06-0017.2
CAFRA Individual Permit (CAF140001)
Project: Leonardo Confined Disposal Facility (CDF)
Block: 354 Lot: 1
Middletown Township, Monmouth County

Dear Ms. Clifton:

Enclosed, please find an approved construction permit. Please read the permit and its terms and Conditions carefully. If you consider yourself aggrieved by our decision regarding your application, you may request a hearing by completing the requirements of the attached *administrative hearing request checklist and tracking form*. Unless you request a hearing to contest this permit or its conditions, you have accepted its terms and conditions.

You are required to keep a copy of your permit and the approved drawings at the construction site for the duration of the project. Failure to do so is a violation of the permit.

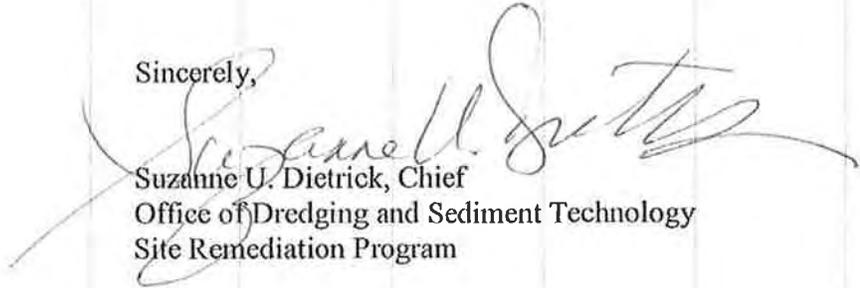
If you are required to record a Grant of Conservation Restriction/Easement, you must present the Department with proof that you have recorded it within ninety (90) days of issuance of this permit. You may NOT COMMENCE CONSTRUCTION until you have properly recorded the Division of Land Use Regulation approved Grant of Conservation Restriction/Easement documents and fulfilled the pre-construction conditions of this permit.

If a tidelands grant, lease or license is required as a condition of this permit, you may not begin construction until the Bureau of Tidelands Management has delivered the necessary conveyances. Construction prior to the receipt of the necessary conveyances is in violation of State law and will subject you to fines up to \$1,000.00 plus \$100.00 per day. Furthermore, the cost for the tidelands instrument may be higher since the property claimed will be appraised as improved property. You may be required to remove any unauthorized structures placed in tidelands claimed areas.

Attached is the NJDEP's Response to Comments document addressing comments received during the review of the permit application.

Please do not hesitate to contact the Office's project manager, listed on the first page of the permit, to discuss any concerns or questions you may have. Thank you for working with the staff of the Office to protect our state's natural resources.

Sincerely,

A handwritten signature in cursive script, appearing to read "Suzanne U. Dietrick".

Suzanne U. Dietrick, Chief
Office of Dredging and Sediment Technology
Site Remediation Program

- c: Tammy Miller, Coastal and Land Use Compliance and Enforcement, Toms River Office
Middletown Township Municipal Clerk
NY Army Corps of Engineers
Bureau of Tidelands Management
Joseph Lopresti, 45 Florence Avenue, Leonardo, NJ 07737
Frank Gonzalez, 123 Concord Avenue, Leonardo, NJ 07737

ADJUDICATORY HEARING REQUEST CHECKLIST AND TRACKING FORM

I. Permit Being Appealed:

Facility Name

Issuance Date of Final Permit Decision

Permit Number

II. Person Requesting Hearing:

Name/Organization

Name of Attorney (if applicable)

Address

Address of Attorney

Telephone Number

Telephone Number of Attorney

III. Please include the following information as part of your request:

- A. The date the permittee received the permit;
- B. A copy of the Denial of Permit and a list of all issues being appealed;
- C. The legal and factual questions at issue;
- D. A statement as to whether you raised each legal and factual issue during the public comment period;
- E. An estimate of the amount of time required for the hearing;
- G. A request, if necessary, for a barrier-free hearing location for disabled persons;
- H. A clear indication of any willingness to negotiate a settlement with the Department prior to the Department's processing of your hearing request to the Office of Administrative Law; and
- I. This form, completed, signed and dated with all of the information listed above, including attachments, to:
 - 1. Office of Legal Affairs
ATTENTION: Adjudicatory Hearing Requests
Department of Environmental Protection
401 East State Street
PO Box 402, Trenton, New Jersey 08625-0402
 - 2. Suzanne Dietrick, Chief
Office of Dredging and Sediment Technology
401 East State Street
PO Box 028, Trenton, New Jersey 08625-0029
 - 3. Any other person named on the permit (if you are a permittee under that permit).
 - 4. The permittee(s) (if you are a person seeking consideration as a party to the action).

IV. Signature: _____

Date: _____

PROJECT COMPLETION REPORT

This Project Completion Report must be mailed or faxed to the proper address below. Please circle the appropriate permit type(s).

Please mail notice of completion of projects authorized under a **Freshwater Wetlands Individual, General Permit or Transition Area Waiver, Major or Minor Stream Encroachment Permit, or Highlands Approval** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
P.O. Box 422
Trenton, NJ 08625-0422
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (609) 633-6798

Please mail notice of completion of projects authorized under an **Individual CAFRA or Waterfront Development Permit or Coastal General Permit** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
1510 Hooper Avenue
Toms River, NJ 08753
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (732) 255-0877

Permit Information

Project Manager: _____
Permit Number(s): _____

Date of Completion: _____

The undersigned hereby certifies that all activities approved by the Department within the above referenced permit/s have been constructed and completed in accordance with the plans approved therein, that said project is in compliance with all terms and conditions of the permit, and that any unauthorized encroachments have been removed.

Engineer's Signature and Seal: _____
New Jersey License Number: _____
Date: _____

CONSTRUCTION REPORT

This Project Commencement Report must be mailed or faxed to the proper address below. Please circle the appropriate permit type(s).

Please mail notice of commencement of projects authorized under a **Freshwater Wetlands Individual, General Permit or Transition Area Waiver, Major or Minor Stream Encroachment Permit, or Highlands Approval** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
P.O. Box 422
Trenton, NJ 08625-0422
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (609) 633-6798

Please mail notice of commencement of projects authorized under an **Individual CAFRA or Waterfront Development Permit or Coastal General Permit** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
1510 Hooper Avenue
Toms River, NJ 08753
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (732) 255-0877

Permit Information

Project Manager: _____

Permit Number(s): _____

Date of Commencement: _____

I hereby give notice that construction will begin on the above noted project on the date stated above (must give at least 7 days notice). Also, as required by the permit, a copy of the above referenced permit(s) along with all approved drawings shall be available for inspection at the project site throughout construction.

Engineer's Signature and Seal: _____

New Jersey License Number: _____

Date: _____

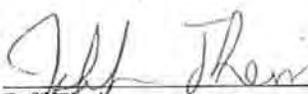


STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION

P.O. Box 439, Trenton, New Jersey 08625-0439
Fax: (609) 777-3656 or (609) 292-8115
www.state.nj.us/dep/landuse



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date 3/9/2015
		Expiration Date 3/8/2020
Permit Number(s) 1331-06-0017.2 CAF140001	Type of Approval(s) CAFRA Individual Permit	Enabling Statute(s) N.J.S.A. 13:19 CAFRA
Applicant: NJDOT-OMR 1035 Parkway Avenue Trenton, NJ 08625	Site Location: Leonardo CDF Concord Avenue Block: 354 Lot: 1 Municipality: Middletown County: Monmouth	
<p>Description of Authorized Activities</p> <p>Construct a Confined Disposal Facility (CDF) with a capacity of approximately 33,000 cubic yards adjacent to the Leonardo Marina along with an approximately 480 foot long access road (15 feet wide).</p> <p>The proposed project is shown on the following plans (signed and sealed by Michael Marano NJPE#24GE04087500:</p> <p>"Maintenance Dredging and Channel Improvements for Leonardo State Marina Channel Contract No. 009201406 Leonardo Confined Disposal Facility (CDF) Site", Sheet 1 of 2, dated September 2014</p> <p>"Maintenance Dredging and Channel Improvements for Leonardo State Marina Channel Contract No. 009201406 Details", Sheet 2 of 2, dated September 2014</p>		
Prepared by  Jeff Them Principal Environmental Engineer	Received or Recorded by County Clerk	
<p>THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH IN THIS PERMIT.</p>		
<p>This permit is not valid unless authorizing signature appears on the last page.</p>		

CONDITIONS APPLICABLE TO ALL LAND USE PERMITS:

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

8. This permit does not convey any property rights of any sort, or any exclusive privilege;

9. A copy of the permit and other authorizing documents including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents immediately upon request.

i. The permittee shall also furnish to the Department within a reasonable time any information that the Department requests to determine compliance with this permit or to determine whether cause exists for suspension or termination of this permit; and

ii. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by the permit;

10. The permittee shall allow an authorized representative of the Department, upon notification under current rule and upon the presentation of credentials, to:

i. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;

ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and

iii. Inspect at reasonable times any facilities, equipment, practices or operations regulated or required under the permit. Failure to allow reasonable access under this section shall be considered a violation of this chapter and subject the permittee to enforcement action;

iv. Sample or monitor at reasonable times for the purposes of assuring compliance with applicable rules;

11. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department;

12. The permittee shall provide reports to the Department as follows:

i. Monitoring results shall be reported at the intervals specified elsewhere in this permit;

ii. The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. In addition, the permittee shall report all noncompliance to Bureau of Coastal and Land Use Compliance and Enforcement, 401 E. State Street, 4th Floor, P.O. Box 422, Mail Code: 401-04C, Trenton, NJ 08625, in writing within five business days of the time the permittee becomes aware of the noncompliance. The written notice shall include: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter;

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

13. Development which requires soil disturbance, the creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3 through 1.14. and must obtain any required approvals from the local Soil Conservation District;

14. If any condition or this permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect the public interest;

15. This permit is not transferable to any person unless the transfer is approved by the Department;

16. The permittee must obtain any and all other Federal, State and/or local approvals. Authorization to undertake a regulated activity under these rules does not indicate that the activity also meets the requirements of any other rule, plan or ordinance. It is the applicant's responsibility to obtain all necessary approvals for a proposed project;

17. While the regulated activities are being undertaken, neither the permittee nor its agents shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee and/or its agents shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary;

18. All excavated material and dredged spoils shall be disposed of in a lawful manner. (For example, it should be placed outside of any flood hazard area, riparian zone, regulated water, freshwater/coastal wetlands and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area);

19. This permit or Verification shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Department immediately thereafter.

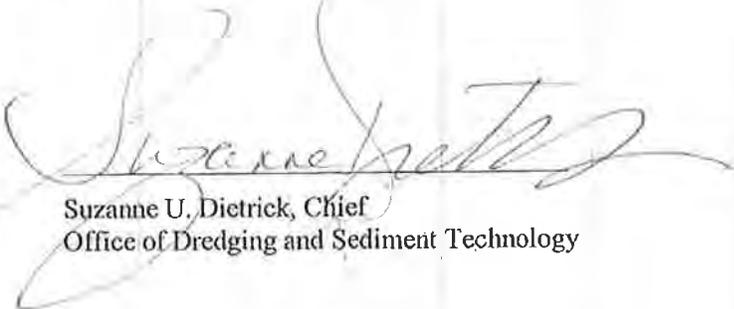
20. All sediment barriers and other soil control measures shall be installed prior to commencing any clearing, grading or construction on-site, and shall be maintained in proper working condition throughout the entire duration of the project.

21. Permittee shall minimize vegetation disturbance, especially the southern border of the CDF that buffers the CDF from the residential community.

22. The permittee shall use best management practices during construction activities to minimize impacts to wetlands, transition areas, and/or State open waters.

DATE

3/9/15


Suzanne U. Dietrick, Chief
Office of Dredging and Sediment Technology



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Office of Dredging and Sediment Technology

P.O. Box 420

Mail Code #401-06C

Trenton, NJ 08625-0420

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

RESPONSE TO COMMENTS – Leonardo Confined Disposal Facility CAFRA Permit #1331-06-0017.2

Comments from Frank Gonzalez, 123 Concord Avenue, Leonardo, Monmouth County:

1. Dredge material will be delivered and removed via heavy construction trucks which will damage the community roads and disrupt the community serenity

Response: Equipment will be used to construct the CDF via an access road near the shoreline and away from the residential community. This construction is expected to take 2-3 months. The NJDOT/OMR is planning to initially use the CDF to hold dredging material from the adjacent Leonardo Marina. The dredged material will be hydraulically dredged and therefore material will be disposed in the CDF via a pipe and not via trucks. NJDOT/OMR is planning to conduct the dredging of the Leonardo Marina sometime in the fall of 2015 (please note that a separate permit from NJDEP will be necessary for the dredging of Leonardo Marina). This material will be allowed to dewater in the CDF and would only be allowed to be removed from the CDF once an acceptable receiving site had been located and approved by the NJDEP, either through the NJDEP dredging permit or a modification of that dredging permit.

Please note that the NJDOT/OMR may choose to allow the dredged material to remain in the CDF until such time that another round of dredging for the Leonardo Marina is warranted to ensure safe navigation. Based on historical data, the marina is not likely to require dredging at intervals less than 5-8 years, although a significant weather event may necessitate additional dredging. Given the relatively small size of the CDF with respect to other NJDOT/OMR CDFs in the region, it is unlikely that dredged material from other locations would be placed in this CDF until material from the initial Leonardo Marina dredging job is removed. It is estimated that it would take 22 days to empty the CDF of dredged material associated with the proposed Leonardo Marina dredging project.

2. The CDF will cause real estate values to decrease substantially.

Response: The CDF is necessary to provide a storage and dewatering location for dredged material from the Leonardo Marina. Without dredging, the Leonardo Marina will not have sufficient depth for recreational boating in the Leonardo community which will negatively affect real estate values in the community.

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3. The CDF will be used as a “Regional CDF” for constant projects.

Response: As noted in response to comment #1, the Leonardo CDF is a relatively small CDF in contrast to NJDOT CDFs in Keansburg or Belford. These larger CDFs are not used for constant projects. The Leonardo CDF’s primary function is for use in dredging the adjacent Leonardo Marina, a marina that is expected to be dredged approximately every 5 to 8 years.

4. Heavy Duty equipment will be a constant eye-sore and create unacceptable noise.

Response: As noted in response to comments #1 & 3, the CDF will not be used for constant projects and upon completion of the CDF, the use of construction equipment at the CDF to prepare the CDF to receive dredged material from the Leonardo Marina will occur approximately every 5-8 years given the expected dredging cycle. Any placement of dredged material outside of the Leonardo Marina would require approval from NJDEP.

Comment from Joseph Lopresti, 45 Florence Avenue, Leonardo, Monmouth County:

In the best interest of the water front community of Leonardo, we feel your office should strongly consider against permitting the DOT to continue to destroy our community for the benefit of the deep water traffic. The existing CDF’s, 5 in total around the area is another example of flawed permitting to allow these in residential areas. This is a classic DOT approach of clustering 6 CDF’s where families live and play feet away. The people of Leonardo are clearly being discriminated against because we choose to live by the water.

Response: The dredging of the Leonardo Marina will allow individual boat owners in the Leonardo community to continue to access and enjoy the water. In order to hydraulically dredge the marina, a nearby confined disposal facility is necessary to adequately store and dewater the dredged material. The location of NJDOT CDFs in the Bayshore region is necessary to allow for safe navigation of New Jersey’s state channels and marinas. The proposed CDF is a compatible use given the need to dredge the Leonardo Marina.

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

TECHNICAL DRAWINGS FOR THIS PROJECT ARE NOT REPRINTED HERE
DUE TO SIZE