

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 7/8/14, downloaded, and publicly opened and read, from Bidders classified under N.J.S.A. 27:7-35.1 et seq.; in the CONFERENCE ROOM-1C, 1<sup>st</sup> Floor E & O Building, New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, NJ 08625; for:

Maintenance Dredging and Channel Improvements for Spicers Creek, Cape Island Creek, Schellengers Creek, Devils Reach and Middle Thorofare Contract No. 205201403; Spicers Creek Station 0+00 to Station 23+13.6, Cape Island Creek Station 0+00 to Station 9+45, Devils Reach Station 0+00 to Station 6+16.2, Middle Thorofare 0+00 to Station 15+36.6; Lower Township and City of Cape May, Cape May County; 100% State, PE No: 6110108, CE No: 2205814, DP No: 14437.

Project Advertisement Date	6/12/14
Project Bid Date	7/8/14
Estimated Completion Date on	12/31/14
Estimated Range	Range up to \$5,000,000
Cost of Plans and Contract Documents	Available at <a href="http://www.bidx.com">www.bidx.com</a> .
Contractors Prequalified in one of these	
Work Types are eligible to bid this project:	12

The principal items of work consist of:

**Roadway**

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
115,900	CY	Dredging, Transport and Placement to CDF

Bidders are required to comply with the requirements of P.L. 1975, c. 127 N.J.A.C 17:27.

[The awarded bidder must provide a completed Contractor Certification and Disclosure of Political Contribution Form\(s\) according to both P.L 2005, C.51 and Executive Order No. 117 within fourteen \(14\) days from the award date. Executive Order No. 117 is effective on November 15, 2008.](#) Pursuant to N.J.S.A. 52:32-44, all bidders must be registered with the New Jersey Department of Treasury, Division of Revenue, Business Registration, as of the date of bids. The awarded bidder must provide proof of valid business registration within fourteen (14) days from the award date. Pursuant to the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq., all bidders must be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance, at the time of bid. The awarded bidder must provide proof of PWCR within fourteen (14) days from the award date.

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

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

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

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

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

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

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

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

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**  
**CONTRACT NO. 205201403**  
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**  
**Page No. 1 of 8**

- **The following CHANGES are made to the Special Provisions:**

On page 2 of 37, item numbers 5, 6 & 7 are replaced with the following:

5. USACE Permit CENAP-OP-R-2014-214-35. Department of the Army Permit to perform maintenance dredging within Spicers Creek, Cape Island Creek, Schellengers Creek and Devils Reach, City of Cape May, Cape May County, New Jersey. (Corps Permit 2014-214.pdf)
6. NJDEP Permit No. 0505-14-0005.1, / WFD 14001 IP Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination Middle Thorofare Lagoon Channel Maintenance Dredging (0505-14-0005.1.pdf)
7. USACE Permit CENAP-OP-R-2014-279-35. Department of the Army Permit for Maintenance Dredging of the Middle Thorofare Lagoon Channel. (Corps Permit #2014-279-35.pdf)

**Section 105.08 ENVIRONMENTAL PROTECTION**

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

**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. NJDEP File No. 0500-04-0003.1, Modification of Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination, Project: Spicer's & Cape Island Creek Maintenance Dredging. Cape May City/Lower Township, Cape May County. Date of Issue April 15, 2014. (0500-04-0003.1.pdf)
- b. USACE Permit CENAP-OP-R-2014-214-35. Department of the Army Permit to perform maintenance dredging within Spicers Creek, Cape Island Creek, Schellengers Creek and Devils Reach, City of Cape May, Cape May County, New Jersey. (Corps Permit 2014-214.pdf)
- c. NJDEP Permit No. 0505-14-0005.1, / WFD 14001 IP Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination Middle Thorofare Lagoon Channel Maintenance Dredging (0505-14-0005.1.pdf)
- d. USACE Permit CENAP-OP-R-2014-279-35. Department of the Army Permit for Maintenance Dredging of the Middle Thorofare Lagoon Channel. (Corps Permit #2014-279-35.pdf)

<b><u>ATTACHMENT NO.</u></b>	<b><u>DESCRIPTION</u></b>
ATTACHMENT NO. 2	REPLACES ORIGINAL PROJECT SPECIFIC ATTACHMENT NO. 3
ATTACHMENT NO. 3	REPLACES ORIGINAL PROJECT SPECIFIC ATTACHMENT NO. 5
ATTACHMENT NO. 4	REPLACES ORIGINAL PROJECT SPECIFIC ATTACHMENT NO. 6
ATTACHMENT NO. 5	REPLACES ORIGINAL PROJECT SPECIFIC ATTACHMENT NO. 7

**DP# 14437**

**Bid Date: 07/08/2014**

**21 Plan Sheets**

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**

**CONTRACT NO. 205201403**

**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**

**Page No. 2 of 8**

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

On Sheet 8 of 21 the Middle Thorofare Volumes Sta. 14+37 to 15+36.6 is replaced with the following:

	<b>MIDDLE THOROFARE VOLUMES STA. 14+37 TO 15+36.6</b>
TEMPLATE (VARIES)	917
OVERDEPTH (VARIES)	445
TOTAL (CY)	1,362

**ATTACHMENT NO.**

**DESCRIPTION**

ATTACHMENT NO. 1

REPLACES ORIGINAL PLAN SHEET NO. 8 of 21

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

**Questions Asked By: Southwind Construction Corp.**

**Question No. 1:** Wage Scale

“Can you please send out the current wage scale to be used for this project?”

**Response to Question No. 1:**

Wage Rate and archived prevailing wage rate may be obtained from the New Jersey Department of Labor website from the link below for **information purposes only**.

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

Official Prevailing Wage Rates are those wages in effect on the date the contract is awarded.

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**  
**CONTRACT NO. 205201403**  
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**  
**Page No. 3 of 8**

**Question No. 2:** Disposal Area

“Is the CDF#1 the primary disposal area?”

When/if CDF#1 reaches capacity, will the contractor then move to CDF#2?”

**Response to Question No. 2:**

(See Plan Sheet 19 of 21) There is only 1 CDF, the USACE Cape May Canal CDF, but two distinct cells. The Contractor is free to use both cells during disposal operations, as long as the required 24-hour retention time prior to discharge is met.

**Question No. 3:** Permits

“Have all the required permits, right-of-ways, etc. been obtained in order to complete the project?”

Are there any permits, right-of-ways, etc. the contractor will be responsible in obtaining?”

**Response to Question No. 3:**

The required environmental permits to complete the project have been obtained by the NJDOT Office of Maritime Resources and are available for download on BidX. (See ADDENDUM No. 1 for revised/updated permits)

**Question No. 4:** Working Hours

“REFERENCE - Department of the Army License Agreement / Pg. 6 /Sec. h

All excavation activities shall be permitted only between the hours of 7:30 AM and 4:00 PM, Monday through Friday, except on legal and national holidays when no work will be permitted.

Question - Will these hours be strictly enforced, or would the contractor be allowed extended working hours/days? If the contractor is allowed extended working hours, what would those

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**  
**CONTRACT NO. 205201403**  
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**  
**Page No. 4 of 8**

hours be?"

**Response to Question No. 4:**

The Contractor will be permitted to work 24 hours per day / 7 days a week. The USACE adheres to the local ordinances for work in the Cape Canal CDF. Lower Township and the City of Cape May have provided the NJDOT exemption from any working hours restrictions listed in their respective local ordinances. Copies of the correspondence with regards to allowable working hours from the City of Cape May, Lower Township and USACE will be provided to the low bidder of the project.

**Question No. 5:** Notice to Proceed

"When would be the anticipated date for the NTP to be issued to the low bidder?"

**Response to Question No. 5:**

The Notice to Proceed depends upon outcome of Award and usually issued to lowest responsible bidder within two weeks after the Award with presumption that the lowest responsible bidder provides necessary contract documents ASAP.

**Questions Asked By: Manson Construction Co.**

**Question No. 6:** DOA Permit - Pipeline Requirements

"The Department of Army Permit states in its Project Description, "The hydraulic pipeline carrying dredged material will be located parallel to and floating within the waterways being dredged."

Will the contractor be permitted to utilize sub-line in it's pipeline route?"

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**  
**CONTRACT NO. 205201403**  
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**  
**Page No. 5 of 8**

**Response to Question No. 6:**

For the Middle Thorofare Maintenance Dredging the contractor must submerge the dredge pipeline as included in the contract documents and applicable environmental permits. The contractor may propose to use a submerged pipeline in their pipeline route for the Maintenance Dredging of Spicers Creek, Cape Island Creek, Schellengers Creek and Devils Reach. The submerged pipeline route is subject to NJDOT approval and any applicable environmental permit modifications are the Contractor's sole responsibility.

**Question No. 7:** Project Funding

“Can the NJDOT provide information on the funding source(s) for this project? If Federal Funding is included will Buy America(n) apply to this project?”

**Response to Question No. 7:**

The project is 100% state funded. Section 106.03-1 of the NJDOT Standard Specifications of Road and Bridge Construction 2007 provides instruction regarding the Buy American requirements for this contract. Section 106.03-2 (Buy America) is not applicable for this contract.

**Question No. 8:** DOA & NJDEP Middle Thorofare Permits

“NJDEP Permit 0505-14-0005.1 states a maximum one-foot overdredge for the Middle Thorofare reach of this project. NJDEP Permit 0500-04-0003.1 states a maximum two-foot overdredge is permitted in all remaining dredge areas encompassed within this project. In order to account for the inaccuracies of dredging, can the NJDOT please ammend the Middle Thorofare Permit to match the two-foot allowable overdredge permitted for the rest of the project?”

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**  
**CONTRACT NO. 205201403**  
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**  
**Page No. 6 of 8**

**Response to Question No. 8:**

Please see section **202.03.21 Dredge Template – Project Depth** of the project Special Provisions for the permissible paid over depth dimension of this project. The permitted overdredge is NJDEP/USACE policy and is connected to the already completed and approved testing protocol. NJDOT OMR will not be pursuing any further environmental permit modifications.

**Questions Asked By: Southwind Construction Corp.**

**Question No. 9:** Bid Item – Clearing Site

“Reference - Division 200 - Earthwork / 201.03.01 Clearing site

Dispose of material and debris as specified in 201.03.09.

Question - There is no spec 201.03.09. Can you please clarify?

**Response to Question No. 9:**

The Project Special Provisions are provided as an amendment/supplement to the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007. The Contractor is responsible for the content in both the Standard Specifications, as well as the Project Special Provisions. Please see Section 201 in the NJDOT Standard Specifications of Road and Bridge Construction 2007. It is available for purchase from the NJDOT or download from the NJDOT Website.

**Question No. 10:** Office Trailer

“Can you provide us with specs regarding a (Type A Office Trailer)?

It show in Section 155 - Construction Field Office / the required Communication equipment,

**DP# 14437**

**Bid Date: 07/08/2014**

21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**

**CONTRACT NO. 205201403**

**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**

**Page No. 7 of 8**

inspection equipment, etc. But it doesn't give any details of an Office type A office trailer or required furniture etc.”

**Response to Question No. 10:**

The Project Special Provisions are provided as an amendment/supplement to the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007. The Contractor is responsible for the content in both the Standard Specifications, as well as the Project Special Provisions. Please see Section 155 in the NJDOT Standard Specifications of Road and Bridge Construction 2007. It is available for purchase from the NJDOT or download from the NJDOT Website.

**Question No. 11:** Turbidity

“Based on the NJDEP permit (0500-04-0003.1) the contractor is to wait 24 hours before releasing water from the weir structure.

Based on this spec, is the contractor not allowed to have a constant flow of water exiting the weir structure, even if the water is clean?

Are there any turbidity NTU requirements? If so, can you please provide these.”

**Response to Question No. 11:**

The NJDEP permit requires 24 hour retention of slurry water. This can be met in a variety of ways. Direct compliance can be achieved by allowing a cell to settle for 24 hours before releasing any water. Two cells are provided in this CDF. Compliance can also be achieved by proving through calculation that the retention time has been met. The bidder is encouraged to utilize USACE models for CDF construction and use to determine if the retention time will be met given their specific equipment and operation plan.

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS  
CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND  
MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 1**  
**Page No. 8 of 8**

**Question No. 12:** Polymer

“Is the use of Polymer allowed in the CDF's?”

**Response to Question No. 12:**

The use of Polymer is not permitted for use in the USACE Cape Canal CDF.

**Question No. 13:** Allowed Days

“What is the allowed number of days from NTP the contractor has to complete the project before reaching LD's?”

**Response to Question No. 13:**

As per the Project Special Provisions Section 108.10 CONTRACT TIME, the Contractor has every available calendar day from Notice To Proceed to December 31, 2014 for Substantial Completion and February 9, 2015 for Completion. Liquidated Damages will be assessed as per Project Special Provisions Section 108.20 LIQUIDATED DAMAGES.

CHANNEL DREDGE VOLUMES BASED ON MARCH 2013 CHD SURVEY DATA

TEMPLATE (MARESS)	MIDDLE THORFARE VOLUMES
STATION 14+00.0 TO 14+37	14,378.5
OVERDEPTH (13.5MARESS)	1,500
TOTAL (ST)	15,878

TEMPLATE (MARESS)	MIDDLE THORFARE VOLUMES
STATION 14+37 TO 15+00.0	15,103
OVERDEPTH (13.5MARESS)	1,500
TOTAL (ST)	16,603

TEMPLATE	TOTAL CHANNEL VOLUME
STATION 14+00.0 TO 14+37	15,878
STATION 14+37 TO 15+00.0	16,603
TOTAL (ST)	32,481

- NOTES:
- VERTICAL DATUM IS IN REFERENCE TO MEAN LOW WATER (MLW). MLW IS 2.55 FEET BELOW THE NORTH AMERICAN DATUM (NAD 83). MEAN LOW WATER (MLW) IS BASED ON NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA) DATUM TRANSFORMATION PROGRAM.
  - COORDINATES ARE EXPRESSED IN FEET AND REFER TO THE NEW JERSEY STATE PLANE GRID COORDINATE SYSTEM (NJSP).
  - CONDITIONAL (CSD) SOUNDING DATA WAS COLLECTED IN MARCH OF 2013 BY MCLAREN ENGINEERING GROUP AND INDICATED DEPTH BELOW MLW.
  - THE INFORMATION REPORTED ON THIS PLAN REPRESENTS THE RESULTS OF SURVEYS CONDUCTED ON THE ABOVE DESCRIBED CHANNEL AND CHANNELS. THE SURVEYS WERE CONDUCTED IN ACCORDANCE WITH THE STATE OF NEW JERSEY'S REGULATORY REQUIREMENTS FOR CHANNEL SURVEYING AND CHANNEL MAINTENANCE (NJAC 7:27). SURVEYS WERE CONDUCTED IN ACCORDANCE WITH THE STATE OF NEW JERSEY'S REGULATORY REQUIREMENTS FOR CHANNEL SURVEYING AND CHANNEL MAINTENANCE (NJAC 7:27) AND SHOULD BE CONSIDERED APPROXIMATE.
  - UNUSUAL WATERSHED DRAINAGE FROM NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) CHART NO. 12177 AND SHOULD BE CONSIDERED APPROXIMATE.
  - EXISTING SHORELINE & DOCK LOCATIONS BASED ON AERIAL IMAGERY AND SHOULD BE CONSIDERED APPROXIMATE.

14+37 MARESS  
14+37 MARESS  
14+37 MARESS  
14+37 MARESS  
14+37 MARESS  
14+37 MARESS

- LEGEND
- EXISTING SHORELINE
  - PROPOSED SHORELINE
  - CHANNEL CENTERLINE
  - CHANNEL LIMITS



RANGE OF TIDE  
NOT TO SCALE

ATTACHMENT NO. 1  
APPENDUM NO.1

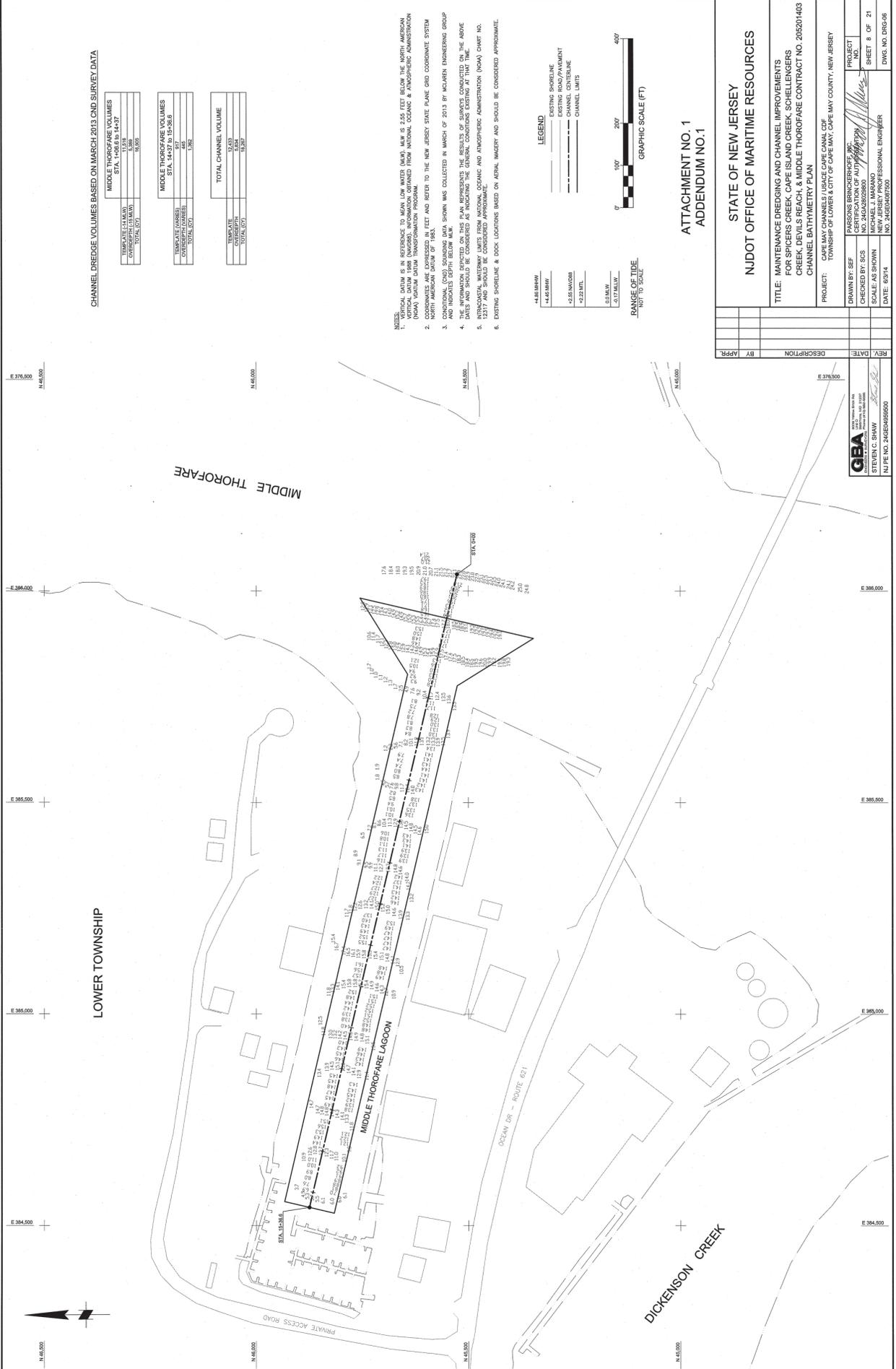
STATE OF NEW JERSEY  
NJDOT OFFICE OF MARITIME RESOURCES

TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH, & MIDDLE THORFARE CONTRACT NO. 205201403  
CHANNEL BATHYMETRY PLAN

PROJECT: CAPE MAY CHANNELS / URANCE CAPE CANAL C/S  
TOWNSHIP OF LOWER & CITY OF CAPE MAY COUNTY, NEW JERSEY

REV.	DATE	DESCRIPTION	BY	APPROV.

DESIGNED BY: STEVEN C. SHAW	CHECKED BY: [Signature]	DRAWN BY: SEF	PROJECT NO.: 205201403
SCALE: AS SHOWN	DATE: 03/14	NO. 2462M02800	NO. 2462M02800
NO. PE NO. 2462M02800	PROFESSIONAL ENGINEER	NO. 2462M02800	NO. 2462M02800



F:\NJDOT\_Sandy\_School-Bevins-CDF\GBA\_Projects\_for\_Bid\Cope\_May\_Channels\206-209\Plans\GBA\GBA\_Channel\206-209\Plan.dwg



**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  
(609) 633-3801

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

BOB MARTIN  
*Commissioner*

Ms. Genevieve Clifton  
NJDOT/ Office of Maritime Resources  
P. O. Box 837 1035 Parkway Ave.  
Trenton, NJ 08625

April 25, 2014

Re: Modification of Waterfront Development Permit/Water Quality Certificate/Acceptable Use Determination  
Applicant: NJDOT Office of Maritime Resources  
Project: Spicer's & Cape Island Creek Maintenance Dredging  
NJDEP File No: 0500-04-0003.1  
Cape May City/Lower Township; Cape May County

Dear Ms. Clifton

The Office of Dredging and Sediment Technology, ODST is hereby granting a modification to the subject Waterfront Development Permit/Water Quality Certificate Permit issued August 25, 2005. This modification includes the transfer of the permit from the NJDEP Division of Engineering & Construction (original permittee) to the NJDOT Office of Maritime Resources.

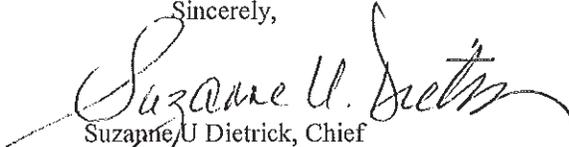
Pursuant to the Permit Extension Act Amendment 2012 (Act) P. L. 2012, c 48, the Waterfront Development Permit which expired on August 24, 2010, is hereby extended until June 30, 2015. For further information on the Act please refer to the Department's website at <http://www.nj.gov/dep/permitextension/>.

Enclosed, please find a modified Waterfront Development Permit/Water Quality Certificate for the above referenced project. Please review this permit and note any conditions which may have been imposed, and have the applicant promptly complete and return the enclosed "Acceptance of Revocable Construction Permit/s" form to the Department at the above address. This approval is valid for five years from the date of the permit and all terms and conditions of the permit/s are detailed therein. Please note that the permittee must give notice of initiation of construction using the enclosed "Construction Report" form. Notice must be given at least 14 days prior to initiation of construction. Upon completion of construction, the "Completion Report" form must also be completed and submitted to the above address.

Any person who considers himself and herself aggrieved by this permit decision may request a hearing by addressing a written request for such hearing to the following address: Office of Legal Affairs, Department of Environmental Protection, P.O. Box 402, Trenton, New Jersey 08625-0402, Attention Adjudicatory Hearing Requests. This written request must include a completed copy of the attached Administrative Hearing Request Checklist and all information identified in Section III of that list.

In order to promote inter-governmental cooperation in the management of our natural resources, a copy of this decision shall be shared with appropriate local and federal agencies. Should you have any questions in this regard, please do not hesitate to contact David Q. Risilia at (609) 292-9342.

Sincerely,

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

Enclosures

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. Lawrence Baier, 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: \_\_\_\_\_

ACCEPTANCE OF  
REVOCABLE CONSTRUCTION PERMIT/S

Mail To:

State of New Jersey  
Department of Environmental Protection  
Site Remediation Program  
Office of Dredging and Sediment Technology  
P.O. Box 028  
Trenton, NJ 08625

Review Engineer: \_\_\_\_\_

Engineering Section: \_\_\_\_\_

Permit Number(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Issued: \_\_\_\_\_

The undersigned hereby accepts the above referenced revocable permit/s, subject to the terms and conditions included therein, including but not limited to the right of the State to revoke said permit/s with cause, and also subject to all provisions of law, rules, and regulations of any applicable government agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Affiliation: \_\_\_\_\_

Attest: \_\_\_\_\_  
(To be properly witnessed, signed and sealed)

CONSTRUCTION REPORT

Mail To:

State of New Jersey  
Department of Environmental Protection  
Site Remediation Program  
Office of Dredging and Sediment Technology  
P.O. Box 028  
Trenton, NJ 08625

Review Engineer: \_\_\_\_\_

Engineering Section: \_\_\_\_\_

Permit Number(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Issued: \_\_\_\_\_

Applicant: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Municipality/County: \_\_\_\_\_

Date Construction  
Is to Begin: \_\_\_\_\_

I hereby give notice that construction will begin on the above noted project on the date stated above (must give at least 14 days notice). Also, as required by condition 7 of the stream encroachment 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: \_\_\_\_\_

N.J. License Number: \_\_\_\_\_

Date: \_\_\_\_\_

COMPLETION REPORT

Mail To:

State of New Jersey  
Department of Environmental Protection  
Site Remediation Program  
Office of Dredging and Sediment Technology  
P.O. Box 028  
Trenton, NJ 08625

Review Engineer: \_\_\_\_\_

Engineering Section: \_\_\_\_\_

Permit Number(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Issued: \_\_\_\_\_

Applicant: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Municipality/County: \_\_\_\_\_

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 same, and that all unauthorized encroachments have been removed.

Engineer's Signature and Seal: \_\_\_\_\_

N.J. License Number: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ADDENDUM NO. 1  
ATTACHMENT NO. 2  
SHEET 7 of 10

(See Issuing Division below)

**PERMIT\***

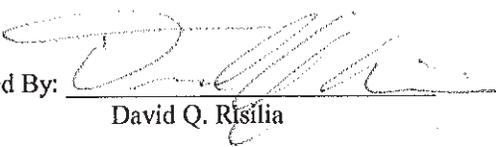
The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No. 0500-04-0003.1		Application No. 0500-04-0003.1	
Issuance Date: August 25, 2005		Modification Date: April 24, 2014	Expiration Date: June 30, 2015 (Per Permit Extension Act Amendment)
Name and Address of Applicant: NJDOT Office of Maritime Resources		Name and Address of Owner State /Tidal Waters	Name and Address of Operator Same as Applicant
Location of Activity/Facility (Street Address) Dredging Commencing @ intersection of Cape May Canal and Spicers Cr. 3,800 L.F.		Issuing Division Office of Dredging and Sediment Technology	Statute(s) NJSA 12:5-3 NJSA 58:10A
Type of Permit: Waterfront Development Water Quality Certificate & Acceptable Use Determination		Maximum Approved Capacity: 97,604 cubic yards	

This permit grants permission to:

Perform hydraulic maintenance dredging to remove approximately 97,604 cubic yards of sediment to a project depth of -10' mean low water (MLW) within Spicer's and Cape Island Creeks; and as follows within Schellengers Creek Stat 0+00 TO 16+00 to - 13' MLW and Sta. 16+00 to terminus to -10' MLW; and within Devils Reach to a depth of -8' MLW. A maximum two-foot overdredge is permitted in all areas. The dredged material is to be deposited within Cells 1 and 2 of the existing Army Corps of Engineers disposal site "C" identified as Track No. A35, A36, A37 and A47 located in Lower Township, Cape May County, NJ.

Prepared By:

  
David Q. Risilia

(See page 3 for Manager's signature.)

Revised Date	Approved by the Department of Environmental Protection		
	Name (Print or Type) _____	Title _____	_____
	Signature _____	Date _____	_____

\*The word permit means "approval, certification, registration, etc."

(General Conditions are on Page Two)

The authorized dredging is to occur as shown on sheets 1 through 5 the plans entitled "STATE OF NEW JERSEY NJDOT OFFICE OF MARITIME RESOURCES: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR, SPICERS CREEK, SCHELLENGERS CREEK &, DEVILS REACH CHANNEL ARRANGEMENT & GEOMETRY PLAN, CAPE MAY CHANNELS, TOWNSHIP OF CAPE MAY, CAPE MAY COUNTY, NEW JERSEY" dated 3/12/14, signed by Michael J. Marano, Parsons Brinkerhoff, Inc.

**This permit is subject to the following general conditions:**

1. This permit is revocable, or subject to modification or change at any time, pursuant to the applicable regulations, when in the judgement of the Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.
2. The issuance of the permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.
5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State a party in any suit or question of ownership.
6. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
7. A copy of this permit shall be kept at the work site, and shall be exhibited upon request of any person.
8. In cases of conflict, the conditions of this permit shall supersede the plans and/or engineering data.

This permit is authorized under and in compliance with the Rules on Coastal Zone Management governing: Shellfish Habitat N.J.A.C. 7:7E-3.2; Finfish Migratory Pathways N.J.A.C. 7:7E-3.5; Navigation Channels N.J.A.C. 7:7E-3.7; Canals N.J.A.C. 7:7E-3.8; Maintenance Dredging N.J.A.C. 7:7E-4.6 and Dredged Disposal On Land N.J.A.C. 7:7E-12.

This permit is approved subject to, and in accordance with, all applicable Tidelands conveyances issued for the subject property. Issuance of this permit does not in any way relinquish the State's ownership interest in the subject property.

This permit is issued subject to and provided that the following conditions can be met to the satisfaction of the Office of Dredging and Sediment Technology. All conditions must be met prior to construction unless otherwise specified. Compliance with Administrative conditions shall be determined once copies of all specified permits, certifications, plans, agreements, etc. have been received, not less than 30 days prior to construction, and approved by the Office of Dredging and Sediment Technology. All Physical Conditions are subject to on-site compliance inspection by the Bureau of Coastal and

Land Use Enforcement. As per N.J.A.C. 7:7-1.4, you must notify the Bureau of Coastal and Land Use Enforcement, (P O Box 422, Trenton, New Jersey 08625), in writing at least 3 days prior to commencement of construction or site preparation.

This permit shall be RECORDED in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES in the applicable counties) in the county wherein the lands included in the permit are located within ten (10) days after the receipt of the permit by the applicant and verified notice shall be forwarded to the Land Use Regulation Program immediately thereafter.

This permit is NOT VALID until the permit acceptance form has been signed by the applicant, accepting and agreeing to adhere to all permit conditions, and returned to the Office of Dredging and Sediment Technology, 6<sup>th</sup> floor Assistant Commissioner's Suite, P.O. Box 028, Trenton, New Jersey 08625.

#### Administrative Conditions

1. The permittee shall allow an authorized representative of the Department the right to inspect construction pursuant to N.J.A.C. 7:7-1.5.
2. The permittee shall provide the Office a copy of an Army Corps of Engineers authorization for this project.
3. The permittee shall obtain all appropriate local, state, and federal approval. Prior to commencement of dredging, in areas outside of the existing granted riparian areas, the applicant must obtain a riparian instrument from the Bureau of Tidelands.
4. The permittee shall comply with all terms and conditions of Department of Army license No. DACW-31-3-05-413.
5. The area authorized to be dredged is limited to the dredging footprint shown on the referenced plans.
6. In the event additional dredging is proposed at other areas the Department must receive written request for a modification of this determination and respond in writing prior to commencement of dredging work.
7. All dredged materials shall remain within the designated CDF and public access to said materials shall be restricted (see Dredged Material Disposal Conditions 1, 2, 3 below).
8. Prior to any proposed reuse of the subject dredged materials the ACOE, must re-characterize the stockpiled dredged materials in accordance with the Department's standards found in the technical manual entitled "*The Management and regulation of Dredging Activities and Dredged Material in New Jersey's Tidal Waters*", October 1997 and receive Department consent for reuse or disposal if said materials are placed in New Jersey.

#### Physical Conditions

1. The permittee is responsible to assure that the confined disposal facility (CDF) including dikes, cross dikes, cells, and weir box and outlet structure are prepared and maintained to assure integrity and to minimize sedimentation or turbidity from entering surrounding waters and/or wetlands.
2. Any non-biodegradable materials, such as plastic sheeting, etc. used in dike management must be removed no later than two weeks after completion of deposition of sediment.
3. The permittee shall be responsible to assure that all dredge pipelines are routed and maintained at all times during the project such that no hazard or hindrance to navigation occurs. This shall entail submerging pipelines at channel crossings and providing adequate marking and lighting to warn mariners of the pipeline locations.

This permit includes the State's Water Quality Certification pursuant to Section 401 of the federal Water Pollution Control Act (33 USC 1251 et seq.) subject to the following conditions:

4. The permittee shall be responsible to assure the minimum retention time of the dredged material in the CDF is 24 hours to allow for sufficient settling of solids prior to discharge of the decant water to surface waters of the State.

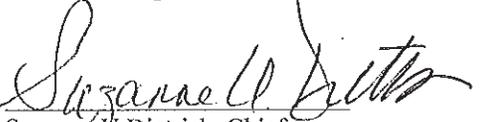
5. A timing restriction prohibiting dredging and dredge materials disposal from 4/1 through 6/30 is imposed on this project to protect anadromous fish during migration and/or spawning.

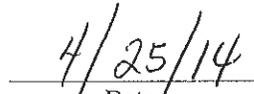
**Dredged Material Disposal Conditions:**

Based upon review of the analytical data submitted with this permit it has been determined that the characterized sediment to be dredged contains analytes at concentrations which exceed the Department's Soil Remediation Standards for the following parameters: Benzo-a pyrene, composite "A"- 2.5 ppm; composite "C" - 2.4 ppm; composite "D" - 3.5 ppm; composite E" -2.2 ppm; the Residential /Industrial standard for this compound is 2.0 ppm.

Consequently, the conditional upland placement of the subject-dredged material (DM) at the Army Corps of Engineers disposal site "C" identified as Tract No.'s A35; A36; A37 and A47 is acceptable per the conditions noted below:

1. The ACOE may place the characterized materials on-site provided the materials remain confined (with limitations and restrictions on access/public usage); and the ACOE recognizes that any future use of the CDF/disposal site area which subjects the public to direct exposure may first require appropriate remedial or mitigative measures. Finally, if the DM is proposed to be subsequently removed, it must first be reanalyzed in the CDF (exsitu). Based on the contaminant concentrations reuse or disposal options may vary.
2. This determination shall only apply to the presently characterized sediments authorized to be dredged by this permit. Any dredging beyond the depth or scope authorized by this permit or the removal of additional sediment previously or subsequently placed in this CDF, shall require a separate Acceptable Use Determination commensurate with the physical and chemical characteristics of the additional material. This authorization does not permit the transfer of any dredged materials until a written Letter of Acceptance is issued by the entity accepting the DM.
3. If the permittee proposes to dispose/use the dredged material from this project at an alternate location, written authorization must be obtained from the Office of Dredging and Sediment Technology prior to the transport of any dredged material to said alternate disposal location. Any alternate disposal/use location must obtain all required state, local and federal permits before the Office would grant a modification of this permit.

  
Suzanne V Dietrick, Chief  
Office of Dredging and Sediment Technology

  
Date

Attachment

C: Sam Renolds, ACE Phila Dist. Office



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**

PHILADELPHIA DISTRICT CORPS OF ENGINEERS  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390

JUN 13 2014

Regulatory Branch  
Applications Section II

SUBJECT: CENAP-OP-R-2014-214-35  
NJDEP #:0500-04-0003.1  
Cape May Channel Dredging  
Lat: 38.948280° Long: -74.911757°

New Jersey Department of Transportation  
Office of Maritime Resources  
1035 Parkway Avenue  
P.O. Box 600  
Trenton, New Jersey 08625-0600  
attn: Ms. Genevieve Clifton

Dear Ms. Genevieve Clifton:

Enclosed is a Department of the Army Permit (Enclosure 1) authorizing NJDOT to perform maintenance dredging within Spicers Creek, Cape Island Creek, Schellengers Creek, and Devils Reach, City of Cape May, Cape May County, New Jersey and a notice of authorization (ENG Form 4336-Enclosure 2) to be conspicuously displayed at the site of work.

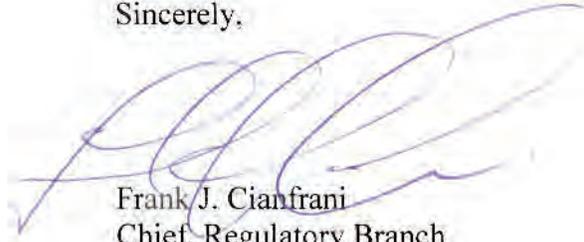
Carefully review all the terms and conditions of the Department of the Army permit and understand them fully. Performing any work not specifically authorized by the permit or failing to comply with its conditions may subject you and/or your contractor to the enforcement provisions of our regulations. If a contractor performs the work for you, both you and the contractor are responsible for assuring the work is done in conformance with the conditions and limitations of this permit. Please be sure the person who will do the work has read and understands the conditions of the permit.

This office shall be notified of the commencement and completion of the permitted work. To assist you in meeting this requirement, enclosed with the Department of the Army Permit is a Notification/Certification of Work Commencement Form and a Notification/Certification of Work Completion/ Compliance Form which must be signed and returned to this office. Additional information concerning this permit may be obtained by writing to Michael Hayduk of my office at the above address or calling between the hours of 1:00 and 3:30 p.m. at (215) 656-5822.

JUN 18 2014  
029

If any material changes in the location or plans of the permitted work are found necessary on account of unforeseen or altered conditions or otherwise, revised plans should be submitted promptly to this office in order that the revised plans, if found unobjectionable, may receive the approval required by law before operations on the permitted work are commenced.

Sincerely,



Frank J. Cianfrani  
Chief, Regulatory Branch

Enclosures

## DEPARTMENT OF THE ARMY PERMIT

### PERMITTEE AND PERMIT NUMBER:

New Jersey Department of Transportation  
CENAP-OP-R-2014-214-35

### ISSUING OFFICE:

Department of the Army  
U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390

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

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

### PROJECT DESCRIPTION:

The authorized work involves hydraulic maintenance dredging within Spicers Creek, Cape Island Creek, Schellengers Creek and Devils Reach as shown on the approved plans. Approximately 79,578 cubic yards of material will be removed from 2,300 linear feet of Spricers Creek, 6,488 cubic yards of material from 945 linear feet of Cape Island Creek, 7,582 cubic yards of material from 2,400 linear feet of Schellengers Creek, and 3,954 cubic yards of material from 615 linear feet of Devils Reach. The material is approximately 25% sand and 75% silts and clay.

All material will be disposed within the U.S. Army Corps of Engineers confined disposal facility located adjacent to the Cape May Canal just west of the aforementioned waterways. The hydraulic pipeline carrying dredged material will be located parallel to and floating within the waterways being dredged. Once past the mouth of Spicers Creek, the dredge pipeline will run parallel to the shoreline of the Cape May Canal to the Corps CDF.

All work is to be completed in accordance with the attached plan(s).

PROJECT LOCATION:

Spicers Creek, Cape Island Creek, Schellengers Creek, and Devils Reach in the City of Cape May, Cape May County, New Jersey. The dredged material would be disposed within the U.S. Army Corps of Engineers Cape May confined disposal facility.

PERMIT CONDITIONS:

General Conditions:

1. The time limit for completing the work authorized ends on December 31, 2017. Maintenance dredging is authorized until December 2024 provided the dredging location, disposal location and depth remain unchanged. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. All work performed in association with the above noted project shall be conducted in accordance with the project plans identified as "Maintenance Dredging and Channel Improvements for Spicer Creek, Cape Island Creek, Schellengers Creek & Devils Reach, Channel Arrangement & Geometry Plan", sheets 1 through 5 of 5, dated March 12, 2014, unrevised, prepared by Parsons Brinckerhoff Inc. The project plans provide for maintenance dredging within the aforementioned waters. Dredge depths for each waterway are shown on the

approved plans. The stated purpose of the project is to provide for safe navigation by restoring the channels to authorized depths.

2. Construction activities shall not result in the disturbance or alteration of greater than 6,260 linear feet (comprising approximately 14 acres) of waters of the United States.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified at least 10 days prior to the commencement of authorized work by completing and signing the attached *Notification/ Certification of Work Commencement Form*. This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the attached *Notification/Certification of Work Completion/Compliance Form*. All notifications required by this condition shall be in writing and shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration. (This special condition is applicable to Corps of Engineers permits that provide authorization under Section 10 of the Rivers and Harbors Act of 1899.)
6. Dredging shall not be performed between January 1 to May 31 of any given year to protect certain life stages of Winter Flounder.
7. You shall notify both the Regulatory Branch project manager and Operations Division project manager responsible for the Cape May Canal and Cape May Harbor Confined Disposal Facility 30 days prior to any subsequent maintenance dredging taking place. You shall specify the amounts of dredged material to be generated and of the location of the dredged material disposal.
8. All work shall be performed in accordance with Real Estate instrument Number DACW-31-3-14-197 (Attached).

FURTHER INFORMATION:

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

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

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

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

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with

such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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

G. Clifton                      6/5/14  
(PERMITTEE)                      (DATE)

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

6/13/14                      [Signature]  
(DATE)                      Frank J. Cianfrani  
Chief, Regulatory Branch

for: John C. Becking, P.E.  
Lieutenant Colonel, US Army  
District Commander

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

\_\_\_\_\_  
(TRANSFEE)                      (DATE)

LICENSE NO. DACW-31-3-14-197

DEPARTMENT OF THE ARMY  
LICENSE AGREEMENT

CAPE MAY CANAL

CAPE MAY COUNTY, NEW JERSEY

**THE SECRETARY OF THE ARMY**, or duly authorized representative under the general administrative authority of the **Secretary of the Army** (hereinafter referred to as the "**Secretary**" or "**Grantor**"), grants to the **State of New Jersey, Department of Transportation, Office of Maritime Resources** (hereinafter referred to as the "**Grantee**"), a License for the use of the Cape May Harbor confined disposal facility ("CDF") for material dredged from the Cape May Harbor area, and any private entities independently contracted with the Grantee. The Cape May Harbor CDF is approximately 42 acres, over, across, in and upon lands of the United States, as identified as a portion of Tract Nos. A35, A36, A37 and A47, as shown in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Premises."

**THIS LICENSE** is granted subject to the following conditions:

**1. TERM**

This License is granted for a term of five (5) years beginning April 21, 2014, and ending April 20, 2019, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license shall be the construction, operation and maintenance of the Premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

**3. NOTICES**

All notices and correspondence to be given pursuant to this License shall be addressed, if to the Grantee, to Ms. Genevieve Clifton, State of New Jersey, Department of Transportation, Office of Maritime Resources, 1035 Parkway Avenue, Trenton, New Jersey 08625; and if to the Grantor, to the **District Engineer, Corps of Engineers - Baltimore District, ATTN: CENAB-RE-C, P.O. Box 1715, Baltimore, Maryland, 21203-1715**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Grantor", "Secretary", "District Commander", "Project Manager", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the Premises shall be subject to the general supervision and approval of the **District Commander, Philadelphia District**, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer, provided such rules and regulations are not inconsistent with any provision of this License or any applicable Federal, state, county or municipal laws, ordinances or regulations.

**6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

**7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the Premises;
- c. subject to other outgrants of the United States on the Premises; and
- d. personal to the Grantee. Except as otherwise set forth in Section 18, this License, or any interest therein, may not be transferred or assigned.

**8. PROJECT REQUIREMENTS**

- a. As of the date of this License Agreement, the Grantee has a credit of 104,464 cys (dry material), or 156,696 cys (wet material).
- b. All material placed within the Premises, including any private material, shall be subtracted from the overall credit listed in (a) above.
- c. Minimum to be removed- Whatever amount of dredged material that is in excess of any credit for materials already removed by the Grantee. Maximum to be removed- Whatever was deposited, plus whatever is available to elevation +8.0 feet MLW.
- d. The Grantee shall remove all material that is in excess of any credit for materials already removed by the Grantee from the facility within 2 years after completion of the placement

work or prior to the next usage of the Government's facility, whichever is sooner. All work must be completed in accordance with the conditions of this license.

- e. After the State completes a Project, the State must provide a report of cubic yardage of material placed, as determined by pre- and post-dredge surveys and update remaining credit, if one remains, according the agreed upon factor in Section 19(f)(2) below.
- f. The Grantee shall not place or drag the dredge discharge line across the existing gabion structure located along the Cape May Canal. The Grantee will be responsible for any damage incurred as a result of these activities.

## **9. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **10. UTILITIES**

No utilities service the premises and the Government shall be under no obligation to furnish utilities or services.

## **11. PROTECTION OF PROPERTY**

The Grantee shall keep the Premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License or by its agent's contractors, or other users the Grantee may authorize pursuant to Section 18 of this License. Upon written notice to the Grantee, Grantee shall repair any property of the United States damaged or destroyed by the Grantee during Grantee's exercise of the privileges granted under this License. The Secretary may elect to repair and/or replace the damaged property and the Grantee will reimburse the Secretary at a cost established and agreed to by the parties in writing before the commencement of repairs.

## **12. RESTORATION**

On or before the expiration date of this license or its termination by the grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

### 13. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

### 14. TERMINATION

This license may be terminated by either party upon ten (10) days notice to the other party in writing.

### 15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction over the Premises or the activities conducted under this License. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

### 16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

### 17. DISCLAIMER

a. This license is effective only insofar as the rights of the Grantor in the Premises are concerned; and the Grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the Premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States,

NJDOT DACW-31-3-14-197

pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

b. Structures or activities in (including the discharge of dredged material or fill materials into) waters of the United States and/or their adjacent wetlands must have prior approval from the Department of the Army. Information concerning Department of the Army permits pursuant to either Section 10 of the River and Harbor Act of 1899 and/or Section 404 of the Clean Water Act may be obtained from the **Philadelphia District Regulatory Branch, 215-656- 6725**. This real estate instrument does not constitute Department of the Army Regulatory Permit approval.

#### 18. PRIVATE MATERIAL DISPOSAL

- a. The Grantee has the right when performing state dredging to allow private, permitted entities to piggyback/utilize the same contractor as the State and place such private material within the Premises, subject to all required Federal and State permitting.
- b. Grantee shall, in any contract for placement of dredged material at the Premises, require all contractors and subcontractors to name the Department of the Army as an additional insured to the same extent as the Grantee, and shall upon request provide copies of such policies or certificates of insurance to the Grantor.
- c. Private materials disposed of at the Premises will be sampled and analyzed and all results shall meet all applicable criteria for placement at the Premises.

#### 19. TECHNICAL EXCAVATION REQUIREMENTS

a. The Grantee must contact Ms. Monica Chasten, Philadelphia District, Operations Division Office at 215-656-6683, at least 15 days prior to excavation of containment dike to allow access for removal of material and 15 days prior to re-establishing dike to pre-excavation condition.

b. No attempt shall be made by the Grantee to forbid the full and free use of any navigable waters at or adjacent to the subject property by the public.

c. There shall be no interference with governmental operations by Grantee's exercise of the privileges herein granted.

d. No openings will be made in the banks and no borrow removed or excavations made within 50 feet of inside toe dikes. Excavation of the dike is permitted to allow access to the site for excavation operations. This must be coordinated with and approved by the Government prior to dike removal. After completion of removal activities the perimeter dike must be returned to pre-construction condition. Backfill material will be placed in horizontal increments not greater than two feet (loose lift) thick increments with compaction after each fill increment. Compaction can be accomplished by running a dozer over the fill material at least three times.

e. The Grantee shall correct any damage to the disposal area or to the banks, remove all interfering access roads, and restore the area to pre-disturbance condition.

f. The Grantee agrees to remove the same volume of material from the disposal facility as was placed as a result of Grantee's work and any private material placed in the CDF pursuant to Section 18 of this License. The methodology of tracking quantities of material placed and removed is as follows:

(1). The Grantee shall perform pre-dredging surveys of the disposal facility. Within one year after deposition of the material, the Grantee shall perform a survey of the disposal facility and develop the quantity placed into the facility utilizing the pre-survey.

(2). In lieu of the above, the following method of computation will be utilized by the Grantee:

The Grantee shall perform before/after dredging soundings, to be provided to Ms. Monica Chasten, Project Manager, Operations Division, Philadelphia District, in order to determine quantity of the material removed. For each area dredged and subsequently placed, the pre-dredge survey shall be conducted no more than 30 days prior to the start of dredging and the post-dredge survey shall be conducted no more than 30 days after completion of the dredging operation. The quantity determined from the surveys will be termed the wet quantity. A factor of 1.5 (divisor) will be utilized to transform the wet quantity to a dry quantity (i.e. 100,000 cys (wet quantity) divided by the 1.5 factor equals 66,667 cys (dry material). Material removed from this facility will be termed the dry quantity.

g. Ms. Monica Chasten, Project Manager, Operations Division, Philadelphia District must be provided within a minimum of thirty (30) days, prior to commencing removal/excavation activities in the Corps facility, the following information for review and approval:

(1) A plan view of disposal area specifically showing the proposed area(s) scheduled for excavation.

(2) Cross sectional views of the proposed excavation area(s) showing the existing and proposed ground elevations.

(3) Volume computations showing the amount of material proposed for removal.

(4) A construction schedule, including commencement and tentative completion dates for the excavation activities

(5) Provide a work plan for the use of the Corps' facility.

h. All excavation activities shall be permitted only between the hours of 7:30 AM and 4:00 PM, Monday through Friday, except on legal and national holidays when no work will be permitted.

i. The disposal area shall be excavated in a manner that will promote adequate drainage of the site. Abrupt changes in grade shall be avoided and excavations drainage shall be constructed so as to avoid water ponding. The bottom elevations of any drainage ditches shall not be below an elevation of +8.0 MLW. Drainage ditches shall run through an outside dike to permit complete runoff of water from the area. All drainage work shall be approved by the Government prior to construction. The area will be restored to pre-work condition.

j. All access roadways to the disposal site shall be maintained in good order at all times.

k. The Secretary does not make any guaranty or warranty, express or implied, with respect to material, as to quantity, character, or condition, size or kind, or that the material is in condition or fit to be used for the purpose for which intended by the Grantee.

NJDOT DACW-31-3-14-197

l. The Grantee must contact Ms. Monica Chasten, Project Manager, Operations Division, Philadelphia District at (215) 656-6683, at least 60 days prior to the contract award date.

m. The Grantee shall remove all material placed in the Corps facility by the Grantee prior to the start of any subsequent use of the Corps facility.

## 20. THIRD-PARTY BENEFICIARIES

This License shall not create in any individual or entity the status of a third-party beneficiary and nothing in the License shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall inure solely to the benefit of the parties. The provisions of this License are intended only to assist the parties in determining and performing the obligations set forth herein and the parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this License, seek any remedy arising out of performance or failure to perform by one of the parties, or bring any action for breach of the License.

## 21. ENTIRE AGREEMENT

This License contains all the terms and conditions agreed upon by the parties and supersedes all other negotiations, representations, and understandings of the parties, oral or otherwise, regarding the subject matter of this License.

## 22. AUTHORITY

By the signatures below, the parties execute this License and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, the said parties hereto have caused this LICENSE AGREEMENT to be duly executed and delivered as of the 18<sup>th</sup> day of the month of April in the year of 2014, which is the date that this Agreement has been executed and approved by both parties.

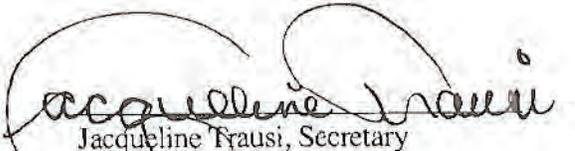
ATTEST:

*Chris Milligan*

*Craig R. Homesley*  
CRAIG R. HOMESLEY  
Chief, Civil/IIS Projects Support Branch  
Real Estate Division  
Real Estate Contracting Officer

Attest/Witness/Affix Seal:

STATE OF NEW JERSEY,  
DEPARTMENT OF TRANSPORTATION

  
Jacqueline Trausi, Secretary  
Department Secretary  
New Jersey Department of Transportation

By:   
Andrew J. Tunnard  
Executive Director of Operations

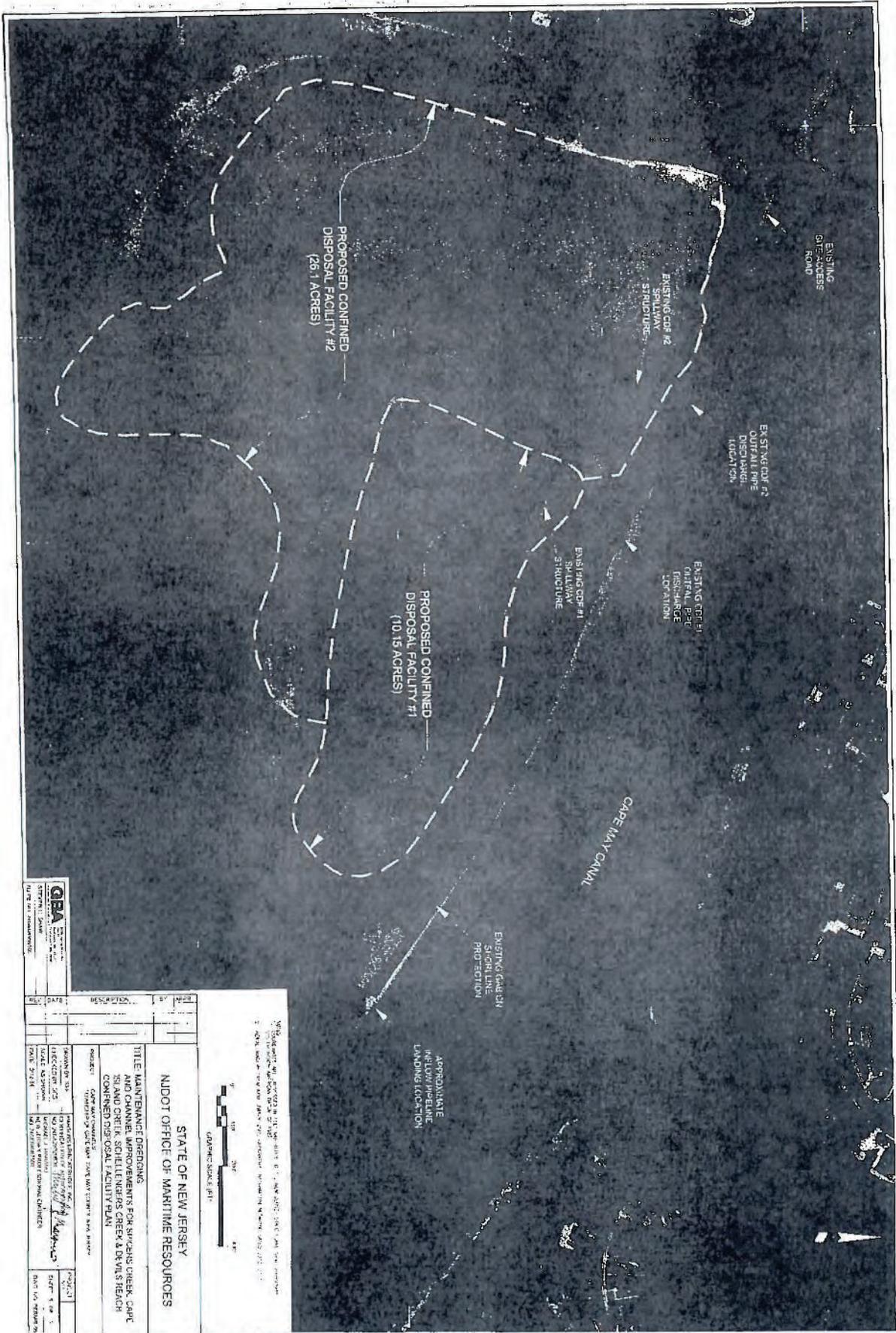
May 08, 2014

DATED: 5/8/2014

Approved as to Form:

JOHN HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:   
Nicole Minutoli  
Deputy Attorney General



**QBA**  
QUANTUM BAY ASSOCIATES, INC.  
1000 ROUTE 138, SUITE 200  
MILLSBORO, DE 19966  
TEL: 302.426.1000  
WWW.QBA-INC.COM

**STATE OF NEW JERSEY**  
**NUDOT OFFICE OF MARITIME RESOURCES**

**TITLE: MAINTENANCE OPERATIONS AND CHANNEL IMPROVEMENTS FOR SPIGHS CREEK, CAPE TISNO CRUIK, SCHELLERS CREEK & DEW'S BEACH CONFINED DISPOSAL FACILITY PLAN**

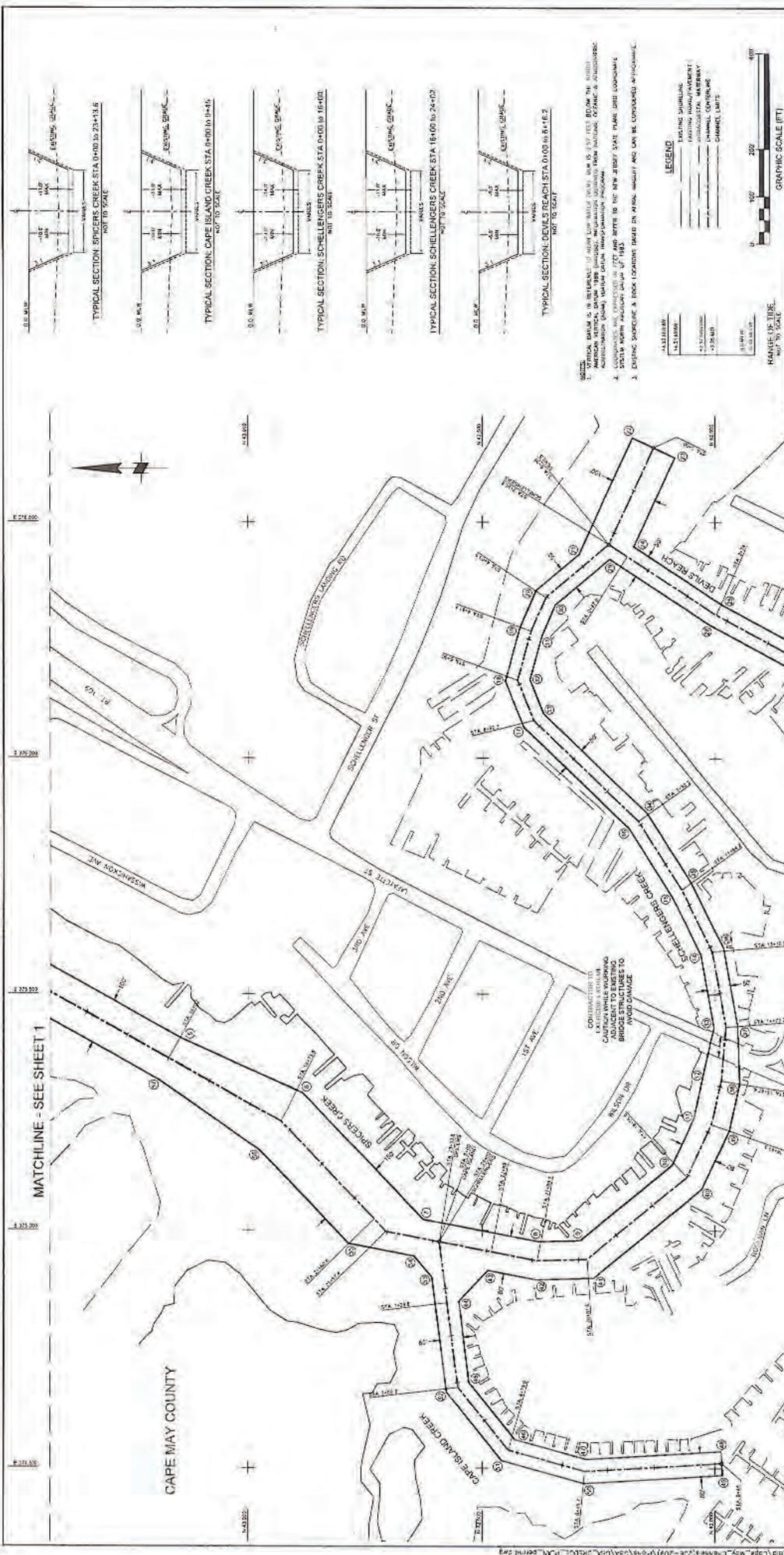
**PROJECT:** MAINTENANCE OPERATIONS AND CHANNEL IMPROVEMENTS FOR SPIGHS CREEK, CAPE TISNO CRUIK, SCHELLERS CREEK & DEW'S BEACH CONFINED DISPOSAL FACILITY PLAN

NO.	DATE	DESCRIPTION
1	08/11/2011	ISSUED FOR PERMITTING
2	08/11/2011	ISSUED FOR PERMITTING
3	08/11/2011	ISSUED FOR PERMITTING

APPROXIMATE  
IN-LINE  
LANDING LOCATION

**EXHIBIT A**





**STATE OF NEW JERSEY**  
**NUDOT OFFICE OF MARITIME RESOURCES**

**TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENERS CREEK & DEVILS REACH CHANNEL ARRANGEMENT & GEOMETRY PLAN**

PROJECT NO: 15-000000000  
 SHEET 3 OF 5  
 DATE: 03/14

DESIGNED BY: SCS  
 CHECKED BY: SCS  
 SCALE: AS SHOWN  
 DATE: 03/14

PROJECT NO: 15-000000000  
 SHEET 3 OF 5  
 DATE: 03/14

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 3. EXISTING STRUCTURES TO BE REMOVED OR MODIFIED SHALL BE SHOWN WITH DASHED LINES.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



**REVISIONS**

NO.	DATE	DESCRIPTION

**PROJECT INFORMATION**

PROJECT NO: 15-000000000  
 SHEET 3 OF 5  
 DATE: 03/14

DESIGNED BY: SCS  
 CHECKED BY: SCS  
 SCALE: AS SHOWN  
 DATE: 03/14

**CONTRACT INFORMATION**

CONTRACT NO: 15-000000000  
 CONTRACT DATE: 03/14

**DESIGNER INFORMATION**

DESIGNER: SCS  
 PROJECT MANAGER: SCS  
 PROJECT ENGINEER: SCS

**ADDENDUM NO. 1**  
**ATTACHMENT NO. 3**  
**SHEET 18 of 35**



CHANNEL CREEKE VOLUMES BASED ON MARCH 2013 CHD SURVEY DATA

SPICERS CREEK VOLUMES	
STATION	3+15.0
UPSTREAM	4,184
DOWNSTREAM	4,094
TOTAL	8,278

CAPE MAY CREEK VOLUMES	
STATION	3+15.0
UPSTREAM	4,184
DOWNSTREAM	4,094
TOTAL	8,278

SCHELLENERS CREEK VOLUMES	
STATION	3+15.0
UPSTREAM	4,184
DOWNSTREAM	4,094
TOTAL	8,278

SCHELLENERS CREEK VOLUMES	
STATION	3+15.0
UPSTREAM	4,184
DOWNSTREAM	4,094
TOTAL	8,278

DEVILS REACH VOLUMES	
STATION	3+15.0
UPSTREAM	4,184
DOWNSTREAM	4,094
TOTAL	8,278

TOTAL PROJECT VOLUMES	
UPSTREAM	25,622
DOWNSTREAM	25,622
TOTAL	51,244

- NOTE: CHANNEL CREEKE VOLUMES ARE BASED ON MARCH 2013 CHD SURVEY DATA. NEW IS 2.57 FEET BELOW THE POINT MEASUREMENT. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION.
1. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION.
  2. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION.
  3. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION.
  4. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION.
  5. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION.
  6. CHANNEL CREEKE VOLUMES WERE DETERMINED FROM AVERAGE DRAINAGE & DRAINAGE DISTRIBUTION.

**LEGEND**

- Existing Structure
- Proposed Improvement
- Channel Centerline
- Channel Limits
- Access Property Area (Overlaid)

**RANGE OF TITLE**  
NOT TO SCALE

**GRAPHIC SCALE (FT)**

0 100 200 300 400

STATE OF NEW JERSEY  
NJDOT OFFICE OF MARITIME RESOURCES

**TITLE:** MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENERS CREEK & DEVILS REACH CHANNEL BATHYMETRY PLAN

**PROJECT:** CAPE MAY CHANNEL, COUNTY OF CAPE MAY, CAPE MAY COUNTY NEW JERSEY

DESIGN BY: GBA	PROJECT NO.:
CHECKED BY: GBA	NO.:
SCALE AS SHOWN	DATE: 03/15/13
DATE: 03/15/13	NO. 2410430000

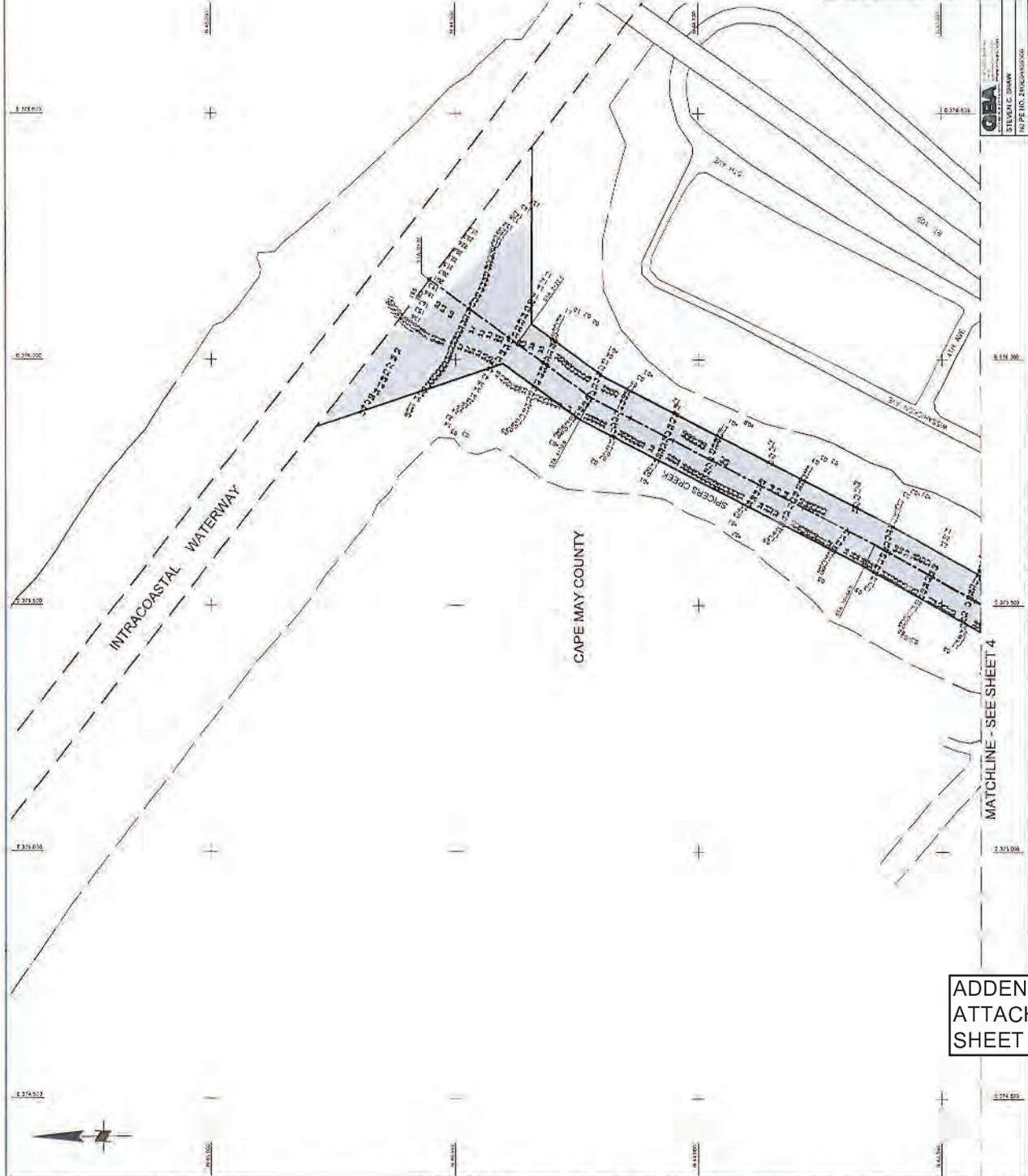
PROJECT TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENERS CREEK & DEVILS REACH CHANNEL BATHYMETRY PLAN

PROJECT NO.:

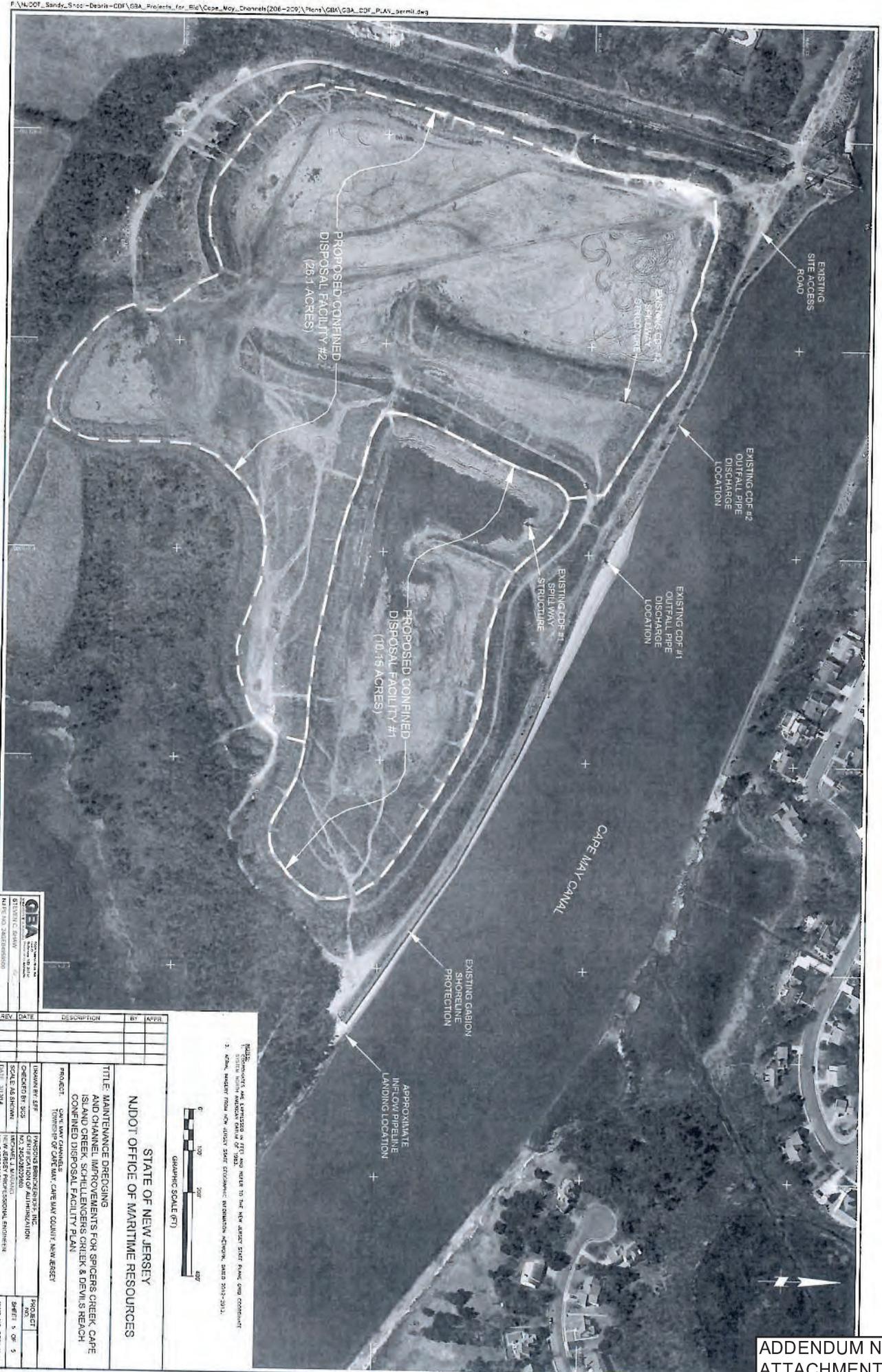
NO.:

DATE: 03/15/13

NO. 2410430000



ADDENDUM NO. 1  
ATTACHMENT NO. 3  
SHEET 20 of 35



**GFA**  
 CONSULTING ENGINEERS  
 1000 N. BROADWAY  
 NEW JERSEY 08102

REV	DATE	DESCRIPTION	BY	APPR

<b>STATE OF NEW JERSEY</b> <b>NJDOT OFFICE OF MARITIME RESOURCES</b>	
<b>TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPIGERS CREEK, CAPE ISLAND CREEK, SCHLENGERS CREEK &amp; DEVILS REACH CONFINED DISPOSAL FACILITY PLAN</b>	
<b>PROJECT: TOWNSHIP OF CAPE MAY, CAPE MAY COUNTY, NEW JERSEY</b>	
DRAWING NO. GDF CHECKED BY: SCS SCALE: AS SHOWN DATE: 11/17/14	PREPARED BY: SCS NO. 24002023010 DATE: 11/17/14 NO. 24002023010
PROJECT NO. 14-001 SHEET 1 OF 5 DATE: 11/17/14	PROJECT NO. 14-001 SHEET 1 OF 5 DATE: 11/17/14



NOTES:  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES TO THE NEAREST SIXTEENTH OF AN INCH.  
 2. EXISTING CHANNEL DEPTH IS 10 FEET.  
 3. KPI&L, WATER FROM CAPE MAY'S STATE DISCHARGE, INDIANON, APRIL 2014-2015.



NOTIFICATION/CERTIFICATION OF WORK COMMENCEMENT FORM

Permit Number: CENAP-OP-R-2014-214-35  
State Permit #: \_\_\_\_\_  
Name of Permittee: New Jersey DOT  
Project Name: NJDOT Cape May State Channel Dredging  
Waterway: Spicers, Schellengers, Cape Island Creeks and Devils Reach  
County: Cape May State: New Jersey  
Compensation/Mitigation Work Required: Yes  No

TO: U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

I have received authorization to: Perform maintenance dredging within several state navigation channels in Cape May, NJ

The work will be performed by:

Name of Person or Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have reviewed the approved plans, have read the terms and conditions of the above referenced permit, and shall perform the authorized work in strict accordance with the permit document. The authorized work will begin on or about \_\_\_\_\_ and should be completed on or about \_\_\_\_\_.

Please note that the permitted activity is subject to compliance inspections by the Army Corps of Engineers. If you fail to return this notification form or fail to comply with the terms or conditions of the permit, you are subject to permit suspension, modification, revocation, and/or penalties.

\_\_\_\_\_  
Permittee (Signature and Date)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contractor (Signature and Date)

\_\_\_\_\_  
Telephone Number

NOTE: This form shall be completed/signed and returned to the Philadelphia District Office prior to commencing work.

NOTIFICATION/CERTIFICATION OF WORK COMPLETION/COMPLIANCE FORM

Permit Number: CENAP-OP-R-2014-214-35  
State Permit #: \_\_\_\_\_  
Name of Permittee: New Jersey DOT  
Name of Contractor: \_\_\_\_\_  
Project Name: NJDOT Cape May State Channel Dredging  
County: Cape May State: New Jersey  
Waterway: Spicers, Schellengers, Cape Island Creeks and Devils Reach

Within 10 days of completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

Please note that the permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to return this notification form or fail to perform work in compliance with the permit, you are subject to administrative, civil and/or criminal penalties. Further, the subject permit may be suspended or revoked.

The authorized work was commenced on \_\_\_\_\_.

The authorized work was completed on \_\_\_\_\_.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

For project located in areas identified as shellfish habitat, you must include with this form a bill of lading, sales order or any other document(s) demonstrating non-polluting materials were purchased and utilized for your project. I hereby certify that I and/or my contractor have utilized non-polluting materials as defined in the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee



**DEPARTMENT OF THE ARMY**

PHILADELPHIA DISTRICT CORPS OF ENGINEERS  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390



MAY 22 2014

Regulatory Branch  
Applications Section II

SUBJECT: CENAP-OP-R-2014-214-35  
NJDEP #:0500-04-0003.1  
Cape May Channel Dredging  
Lat: 38.948280° Long: -74.911757°

New Jersey Department of Transportation  
Office of Maritime Resources  
1035 Parkway Avenue  
P.O. Box 600  
Trenton, New Jersey 08625-0600  
attn: Ms. Genevieve Clifton

Dear Ms. Genevieve Clifton:

Enclosed are an original and a copy of a draft Initial Proffered Department of the Army permit (Enclosures 1 and 2) which will authorize NJDOT to perform maintenance dredging within Spicers Creek, Cape Island Creek, Schellengers Creek, and Devils Reach located in the City of Cape May, Cape May County, New Jersey.

Please review all conditions contained in the draft permit and, if they are acceptable to you, sign both copies of the permit and return them with the project plans to this office.

This letter contains an initial proffered permit for your activity. If you object to this permit decision because of certain terms and conditions therein, you may request that the permit be modified accordingly under Corps regulations at 33 CFR 331. Enclosed you will find a combined Notification of Appeal Process (NAP) and Request for Appeal (RFA) form (Enclosure 3). If you object to this permit decision, you must submit a completed RFA form to the Philadelphia District Office at:

Michael Hayduk  
U.S. Army Corps of Engineers  
Philadelphia District  
ATTN: CENAP-OP-R  
Wanamaker Building, 100 Penn Square East  
Philadelphia, PA 19107-3390

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been

received by the District Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by ~~JUL~~ 22 2014

It is not necessary to submit an RFA form to the District Office if you do not object to the permit decision in this letter.

In addition, this letter contains an approved jurisdictional determination for your subject site. The basis of our determination of jurisdiction is provided in Enclosure 4. This letter is valid for a period of five (5) years from the date of this letter. This jurisdictional determination is issued in accordance with current Federal regulations and is based upon the existing site conditions and information provided by you in your application. This office reserves the right to reevaluate and modify the jurisdictional determination at any time should the existing site conditions or Federal regulations change, or should the information provided by you prove to be false, incomplete or inaccurate.

This delineation/determination has been conducted to identify the limits of the Corps Clean Water Act jurisdiction for the particular site identified in this request. This delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participating in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a combined Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form (Enclosure 3). If you request to appeal this determination, you must submit a completed RFA form to the North Atlantic Division Office at the following address:

Michael G. Vissichelli  
Regulatory Appeals Review Officer  
North Atlantic Division, U.S. Army Corps of Engineers  
Fort Hamilton Military Community  
General Lee Avenue, Building 301  
Brooklyn, NY 11252-6700

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by ~~JUL~~ 22 2014

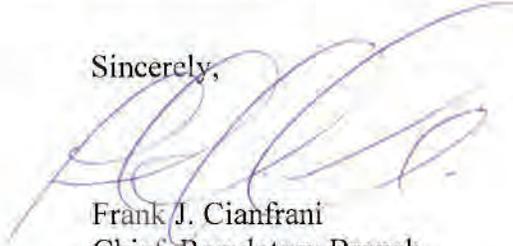
It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this letter.

Please bear in mind that the permit is not valid until the permit is validated by this office. A self-addressed envelope (Enclosure 5) is enclosed for your convenience. You will be furnished with the original copy of the permit after it is validated.

Failure to return the permit documents along with the approved project plans within 60 days of the date of this letter will result in your application being withdrawn without prejudice. Also enclosed is a pre-addressed postal card (Enclosure 6) soliciting your comments on the processing of this permit. Any comments, positive or otherwise, on the procedures, timeliness, fairness, etc., may be made on this card. You may forward your comment card along with the signed draft permit in the pre-addressed, envelope provided.

Additional information concerning this permit may be obtained by contacting Mr. Michael Hayduk at (215) 656-5822 or write to the above address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'F. Cianfrani', is written over the typed name.

Frank J. Cianfrani  
Chief, Regulatory Branch

Enclosures

## NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: NJDOT	File Number: CENAP-OP-R-2014-214-35	Date: <b>MAY 22 2014</b>
Attached is:		
<input checked="" type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	See Section below
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PERMIT DENIAL	B
<input checked="" type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	C
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	D
		E

**SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.**

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the Philadelphia District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the Philadelphia District Engineer. Your objections must be received by the Philadelphia District Engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the Philadelphia District Engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the Philadelphia District Engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the Philadelphia District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the North Atlantic Division Engineer, ATTN: CENAD-PD-PSD-O, Fort Hamilton Military Community, Building 301, General Lee Avenue, Brooklyn, NY 11252-6700. This form must be received by the North Atlantic Division Engineer within 60 days of the date of this notice with a copy furnished to the Philadelphia District Engineer.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the North Atlantic Division Engineer, ATTN: CENAD-PD-PSD-O, Fort Hamilton Military Community, Building 301, General Lee Avenue, Brooklyn, NY 11252-6700. This form must be received by the North Atlantic Division Engineer within 60 days of the date of this notice with a copy furnished to the Philadelphia District Engineer.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the North Atlantic Division Engineer, ATTN: CENAD-PD-PSD-O, Fort Hamilton Military Community, Building 301, General Lee Avenue, Brooklyn, NY 11252-6700. This form must be received by the North Atlantic Division Engineer within 60 days of the date of this notice with a copy furnished to the Philadelphia District Engineer.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Michael Hayduk  
U.S. Army Corps of Engineers, Philadelphia District  
ATTN: CENAP-OP-R  
Wanamaker Building, 100 Penn Square East  
Philadelphia, PA 19107-3390  
Telephone: 2156565822

If you only have questions regarding the appeal process you may also contact:

Mr. Michael G. Vissichelli  
Administrative Appeals Review Officer  
North Atlantic Division, Corps of Engineers Fort Hamilton  
Military Community Bldg. 301, General Lee Avenue Brooklyn,  
NY 11252-6700  
Telephone: (718) 765-7163  
Email: Michael.G.Vissichelli@usace.army.mil

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

Enclosure 3

ADDENDUM NO. 1  
ATTACHMENT NO. 3  
SHEET 28 of 35

APPROVED JURISDICTIONAL DETERMINATION FORM  
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

**SECTION I: BACKGROUND INFORMATION**

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): **MAY 22 2014**

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: **CENAP-OP-R-2014-214-35, NJDOT Cape May State Channel Dredging**

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: New Jersey County: Cape May City: Cape May  
Center coordinates of site (lat/long in degree decimal format): Lat. 38.948280 N Long. -74.911757 W  
Universal Transverse Mercator: Northing Easting

Name of nearest waterbody: Spicers Creek, Cape Island Creek, Schellengers Creek, Devils Reach  
Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Spicers Creek, Cape Island Creek, Schellengers Creek, Devils Reach

Name of watershed or Hydrologic Unit Code (HUC):

- Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.  
 Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

- Office (Desk) Determination. Date: May 16, 2014  
 Field Determination. Date(s):

**SECTION II: SUMMARY OF FINDINGS**

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There are "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [Required]

- Waters subject to the ebb and flow of the tide.  
 Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.  
Explain:

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There are "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [Required]

1. Waters of the U.S.

a. Indicate presence of waters of U.S. in review area (check all that apply):<sup>1</sup>

- TNWs, including territorial seas  
 Wetlands adjacent to TNWs  
 Relatively permanent waters<sup>2</sup> (RPWs) that flow directly or indirectly into TNWs  
 Non-RPWs that flow directly or indirectly into TNWs  
 Wetlands directly abutting RPWs that flow directly or indirectly into TNWs  
 Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs  
 Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs  
 Impoundments of jurisdictional waters  
 Isolated (interstate or intrastate) waters, including isolated wetlands

b. Identify (estimate) size of waters of the U.S. in the review area:

Non-wetland waters: linear feet: width (ft) and/or 14 acres.  
Wetlands: acres.

c. Limits (boundaries) of jurisdiction based on: established by Mean (average) High Water  
Elevation of established OHWM (if known):

2. Non-regulated waters/wetlands (check if applicable):<sup>3</sup>

- Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.  
Explain:

<sup>1</sup> Boxes checked below shall be supported by completing the appropriate sections in Section III below.

<sup>2</sup> For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

<sup>3</sup> Supporting documentation is presented in Section III.F.

**SECTION III: CWA ANALYSIS**

**A. TNWs AND WETLANDS ADJACENT TO TNWs**

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

**1. TNW**

Identify TNW: Spicers Creek, Cape Island Creek, Schellengers Creek, Devils Reach  
Summarize rationale supporting determination: Subject to ebb and flow of tide

**2. Wetland adjacent to TNW**

Summarize rationale supporting conclusion that wetland is "adjacent":

**B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):**

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under Rapanos have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody<sup>4</sup> is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

**1. Characteristics of non-TNWs that flow directly or indirectly into TNW**

**(i) General Area Conditions:**

Watershed size: \_\_\_\_\_  
Drainage area: \_\_\_\_\_  
Average annual rainfall: \_\_\_\_\_ inches  
Average annual snowfall: \_\_\_\_\_ inches

**(ii) Physical Characteristics:**

**(a) Relationship with TNW:**

- Tributary flows directly into TNW.
- Tributary flows through \_\_\_\_\_ tributaries before entering TNW.

Project waters are \_\_\_\_\_ river miles from TNW.  
Project waters are \_\_\_\_\_ river miles from RPW.  
Project waters are \_\_\_\_\_ aerial (straight) miles from TNW.  
Project waters are \_\_\_\_\_ aerial (straight) miles from RPW.  
Project waters cross or serve as state boundaries. Explain:

Identify flow route to TNW<sup>5</sup>  
Tributary stream order, if known:

<sup>4</sup> Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.

<sup>5</sup> Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

**(b) General Tributary Characteristics (check all that apply):**

- Tributary is:**  Natural  
 Artificial (man-made). Explain:  
 Manipulated (man-altered). Explain:

**Tributary properties with respect to top of bank (estimate):**

Average width:        feet  
Average depth:        feet  
Average side slopes: \_\_\_\_\_

**Primary tributary substrate composition (check all that apply):**

- |  |                                      |                                   |
|--|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> Silts           | <input type="checkbox"/> Sands       | <input type="checkbox"/> Concrete |
| <input type="checkbox"/> Cobbles         | <input type="checkbox"/> Gravel      | <input type="checkbox"/> Muck     |
| <input type="checkbox"/> Bedrock         | <input type="checkbox"/> Vegetation. | Type                              |
| <input type="checkbox"/> Other. Explain: |                                      | % cover:                          |

**Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain:**

Presence of run/riffle/pool complexes. Explain:

Tributary geometry: \_\_\_\_\_

Tributary gradient (approximate average slope):        %

**(c) Flow:**

Tributary provides for: \_\_\_\_\_

Estimate average number of flow events in review area/year: \_\_\_\_\_

Describe flow regime:

Other information on duration and volume:

Surface flow is: \_\_\_\_\_ Characteristics:

Subsurface flow: \_\_\_\_\_ Explain findings:

Dye (or other) test performed:

**Tributary has (check all that apply):**

Bed and banks

OHWM<sup>6</sup> (check all indicators that apply):

- clear, natural line impressed on the bank
- changes in the character of soil
- shelving
- vegetation matted down, bent, or absent
- leaf litter disturbed or washed away
- sediment deposition
- water staining
- other (list):

- the presence of litter and debris
- destruction of terrestrial vegetation
- the presence of wrack line
- sediment sorting
- scour
- multiple observed or predicted flow events
- abrupt change in plant community

Discontinuous OHWM.<sup>7</sup> Explain:

**If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):**

High Tide Line indicated by:

- oil or scum line along shore objects
- fine shell or debris deposits (foreshore)
- physical markings/characteristics
- tidal gauges
- other (list):

- Mean High Water Mark indicated by:
- survey to available datum:
  - physical markings:
  - vegetation lines/changes in vegetation types.

**(iii) Chemical Characteristics:**

Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).

Explain:

Identify specific pollutants, if known:

<sup>6</sup>A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.  
<sup>7</sup>ibid.

**(iv) Biological Characteristics. Channel supports (check all that apply):**

- Riparian corridor. Characteristics (type, average width):
- Wetland fringe. Characteristics:
- Habitat for:
  - Federally Listed species. Explain findings:
  - Fish/spawn areas. Explain findings:
  - Other environmentally-sensitive species. Explain findings:
  - Aquatic/wildlife diversity. Explain findings:

**2. Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW**

**(i) Physical Characteristics:**

**(a) General Wetland Characteristics:**

Properties:

Wetland size: \_\_\_\_\_ acres

Wetland type. Explain:

Wetland quality. Explain:

Project wetlands cross or serve as state boundaries. Explain:

**(b) General Flow Relationship with Non-TNW:**

Flow is: \_\_\_\_\_ Explain:

Surface flow is: \_\_\_\_\_

Characteristics:

Subsurface flow: \_\_\_\_\_ Explain findings:

Dye (or other) test performed:

**(c) Wetland Adjacency Determination with Non-TNW:**

Directly abutting

Not directly abutting

Discrete wetland hydrologic connection. Explain:

Ecological connection. Explain:

Separated by berm/barrier. Explain:

**(d) Proximity (Relationship) to TNW**

Project wetlands are \_\_\_\_\_ river miles from TNW.

Project waters are \_\_\_\_\_ aerial (straight) miles from TNW.

Flow is from: \_\_\_\_\_

Estimate approximate location of wetland as within the \_\_\_\_\_ floodplain.

**(ii) Chemical Characteristics:**

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality: general watershed characteristics; etc.). Explain:

Identify specific pollutants, if known:

**(iii) Biological Characteristics. Wetland supports (check all that apply):**

- Riparian buffer. Characteristics (type, average width):
- Vegetation type/percent cover. Explain:
- Habitat for:
  - Federally Listed species. Explain findings:
  - Fish/spawn areas. Explain findings:
  - Other environmentally-sensitive species. Explain findings:
  - Aquatic/wildlife diversity. Explain findings:

**3. Characteristics of all wetlands adjacent to the tributary (if any)**

All wetland(s) being considered in the cumulative analysis: \_\_\_\_\_

Approximately ( ) acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

Directly abuts? (Y/N)

Size (in acres)

Directly abuts? (Y/N)

Size (in acres)

Summarize overall biological, chemical and physical functions being performed:

### C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

**Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:**

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D:
2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:
3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

### D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
  - TNWs: 6,260 linear feet width (ft), Or, 14 acres.
  - Wetlands adjacent to TNWs: acres.
2. **RPWs that flow directly or indirectly into TNWs.**
  - Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial:
  - Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally:

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: linear feet width (ft).  
 Other non-wetland waters: acres.  
Identify type(s) of waters:

3. **Non-RPWs<sup>8</sup> that flow directly or indirectly into TNWs.**

- Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):

- Tributary waters: linear feet width (ft).  
 Other non-wetland waters: acres.  
Identify type(s) of waters:

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.  
 Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:  
 Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**

- Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: acres.

7. **Impoundments of jurisdictional waters.<sup>9</sup>**

As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.

- Demonstrate that impoundment was created from "waters of the U.S.," or  
 Demonstrate that water meets the criteria for one of the categories presented above (1-6), or  
 Demonstrate that water is isolated with a nexus to commerce (see E below).

**E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):<sup>10</sup>**

- which are or could be used by interstate or foreign travelers for recreational or other purposes.  
 from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.  
 which are or could be used for industrial purposes by industries in interstate commerce.  
 Interstate isolated waters. Explain:  
 Other factors. Explain:

**Identify water body and summarize rationale supporting determination:**

<sup>8</sup> See Footnote # 3.

<sup>9</sup> To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.

<sup>10</sup> Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA Memorandum Regarding CWA Act Jurisdiction Following Rapanos.

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: linear feet width (ft)
- Other non-wetland waters: acres.
- Identify type(s) of waters:
- Wetlands: acres.

**F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):**

- If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
  - Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
- Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain:
- Other: (explain, if not covered above):

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
- Lakes/ponds: acres.
- Other non-wetland waters: acres. List type of aquatic resource:
- Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- Non-wetland waters (i.e., rivers, streams): linear feet, width (ft).
- Lakes/ponds: acres.
- Other non-wetland waters: acres. List type of aquatic resource:
- Wetlands: acres.

**SECTION IV: DATA SOURCES.**

**A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):**

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: NJDOT
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps:
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name:
- USDA Natural Resources Conservation Service Soil Survey. Citation:
- National wetlands inventory map(s). Cite name:
- State/Local wetland inventory map(s):
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- Photographs:  Aerial (Name & Date):  
 or Other (Name & Date):
- Previous determination(s). File no. and date of response letter:
- Applicable/supporting case law:
- Applicable/supporting scientific literature:
- Other information (please specify):

**B. ADDITIONAL COMMENTS TO SUPPORT JD:**



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  
(609) 633-3801

CHRIS CHRISTIE  
*Governor*

BOB MARTIN  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

Ms. Genevieve Clifton  
NJDOT/ Office of Maritime Resources  
P. O. Box 837 1035 Parkway Ave.  
Trenton, NJ 08625

June 12, 2014

Re: Waterfront Development Permit/Water Quality Certificate/Acceptable Use Determination  
Applicant: NJDOT Office of Maritime Resources  
Project: Middle Thorofare Lagoon Channel Maintenance Dredging  
NJDEP File No: 0505-14-0005.1 / WDF 140001 IP  
Cape May City/Lower Township; Cape May County

Dear Ms. Clifton

The Office of Dredging and Sediment Technology, ODST is hereby granting a Waterfront Development Permit/Water Quality Certificate Permit for the captioned project. Please review this permit and note any conditions which may have been imposed, and have the applicant promptly complete and return the enclosed "Acceptance of Revocable Construction Permit/s" form to the Department at the above address. This approval is valid for five years from the date of the permit and all terms and conditions of the permit/s are detailed therein. Please note that the permittee must give notice of initiation of construction using the enclosed "Construction Report" form. Notice must be given at least 14 days prior to initiation of construction. Upon completion of construction, the "Completion Report" form must also be completed and submitted to the above address.

Any person who considers himself and herself aggrieved by this permit decision may request a hearing by addressing a written request for such hearing to the following address: Office of Legal Affairs, Department of Environmental Protection, P.O. Box 402, Trenton, New Jersey 08625-0402, Attention Adjudicatory Hearing Requests. This written request must include a completed copy of the attached Administrative Hearing Request Checklist and all information identified in Section III of that list.

In order to promote inter-governmental cooperation in the management of our natural resources, a copy of this decision shall be shared with appropriate local and federal agencies. Should you have any questions in this regard, please do not hesitate to contact David Q. Risilia at (609) 292-9342.

Sincerely,

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

Enclosures

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. Lawrence Baier, 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: \_\_\_\_\_

ACCEPTANCE OF  
REVOCABLE CONSTRUCTION PERMIT/S

Mail To:

State of New Jersey  
Department of Environmental Protection  
Site Remediation Program  
Office of Dredging and Sediment Technology  
P.O. Box 028  
Trenton, NJ 08625

Review Engineer: \_\_\_\_\_

Engineering Section: \_\_\_\_\_

Permit Number(s): \_\_\_\_\_

Date Issued: \_\_\_\_\_

The undersigned hereby accepts the above referenced revocable permit/s, subject to the terms and conditions included therein, including but not limited to the right of the State to revoke said permit/s with cause, and also subject to all provisions of law, rules, and regulations of any applicable government agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Affiliation: \_\_\_\_\_

Attest: \_\_\_\_\_

(To be properly witnessed, signed and sealed)

CONSTRUCTION REPORT

Mail To:

State of New Jersey  
Department of Environmental Protection  
Site Remediation Program  
Office of Dredging and Sediment Technology  
P.O. Box 028  
Trenton, NJ 08625

Review Engineer: \_\_\_\_\_

Engineering Section: \_\_\_\_\_

Permit Number(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Issued: \_\_\_\_\_

Applicant: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Municipality/County: \_\_\_\_\_

Date Construction  
Is to Begin: \_\_\_\_\_

I hereby give notice that construction will begin on the above noted project on the date stated above (must give at least 14 days notice). Also, as required by condition 7 of the stream encroachment 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: \_\_\_\_\_

N.J. License Number: \_\_\_\_\_

Date: \_\_\_\_\_

COMPLETION REPORT

Mail To:

State of New Jersey  
Department of Environmental Protection  
Site Remediation Program  
Office of Dredging and Sediment Technology  
P.O. Box 028  
Trenton, NJ 08625

Review Engineer: \_\_\_\_\_

Engineering Section: \_\_\_\_\_

Permit Number(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Issued: \_\_\_\_\_

Applicant: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Municipality/County: \_\_\_\_\_

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 same, and that all unauthorized encroachments have been removed.

Engineer's Signature and Seal: \_\_\_\_\_

N.J. License Number: \_\_\_\_\_

Date: \_\_\_\_\_

(See Issuing Division below)

**PERMIT\***

The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No. 0505-14-0005.1 / WFD 140001 IP	Application No. 0505-14-0005.1 / WFD 140001 IP
---	--

Issuance Date: June 12, 2014	Approved Date: June 12, 2014	Expiration Date: June 11, 2019
------------------------------	------------------------------	--------------------------------

Name and Address of Applicant: NJDOT Office of Maritime Resources 1035 Parkway Ave. 3 <sup>rd</sup> Fl. Trenton, NJ 08625	Name and Address of Owner State /Tidal Waters – Middle Thorofare	Name and Address of Operator Same as Applicant
--	--	---

Location of Activity/Facility (Street Address) Dredging Commencing @ intersection of Middle Thorofare-Intra Coastal Waterway and Middle Thorofare Lagoon	Issuing Division Office of Dredging and Sediment Technology	Statute(s) NJSA 12:5-3 NJSA 58:10A
---	--	--

Type of Permit: Waterfront Development Water Quality Certificate	Maximum Approved Capacity: 18,300 cubic yards
---	--

This permit grants permission to:

Perform hydraulic maintenance dredging to remove an approximate total of 18,300 cubic yards of sediment over a reach 1,537 L.F as follows: Dredge to a project depth of -14' mean low water (MLW) commencing at the confluence of Middle Thorofare /Intra- Coastal Waterway and Middle Thorofare Lagoon (Station 00+00) westerly within Middle Thorofare Lagoon for approximately 1,437 L. F. to Sta 14+37; and then to a depth of -5 MLW from Sta. 14+37 to the terminus to Sta 15+37. A maximum one-foot overdredge is permitted in all areas. The dredged material is to be deposited within Cells 1 and or 2 of the existing Army Corps of Engineers disposal site located adjacent to the Cape May Canal identified as Track No. A35, A36, A37 and A47 located in Lower Township, Cape May County, NJ.

Prepared By:   
David Q. Risilia

(See page 3 for Manager's signature.)

Revised Date	Approved by the Department of Environmental Protection Name (Print or Type) _____ Title _____ Signature _____ Date _____
--------------	--

\*The word permit means "approval, certification, registration, etc."

(General Conditions are on Page Two)

The authorized dredging is limited to the areas and scope as shown on four sheets plans entitled "STATE OF NEW JERSEY NJDOT OFFICE OF MARITIME RESOURCES: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR MIDDLE THOROFARE ARRANGEMENT & GEOMETRY PLAN, CAPE MAY CHANNELS, MIDDLE

THOROFARE / CAPE CANAL CDF, TOWNSHIP OF CAPE MAY, CAPE MAY COUNTY, NEW JERSEY" dated 04/16/14, signed by Michael J. Marano, Parsons Brinkerhoff, Inc.

**This permit is subject to the following general conditions:**

1. This permit is revocable, or subject to modification or change at any time, pursuant to the applicable regulations, when in the judgement of the Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.
2. The issuance of the permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.
5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State a party in any suit or question of ownership.
6. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
7. A copy of this permit shall be kept at the work site, and shall be exhibited upon request of any person.
8. In cases of conflict, the conditions of this permit shall supersede the plans and/or engineering data.

This permit is authorized under and in compliance with the Rules on Coastal Zone Management governing: Shellfish Habitat N.J.A.C. 7:7E-3.2; Finfish Migratory Pathways N.J.A.C. 7:7E-3.5; Navigation Channels N.J.A.C. 7:7E-3.7; Canals N.J.A.C. 7:7E-3.8; Maintenance Dredging N.J.A.C. 7:7E-4.6 and Dredged Disposal on Land N.J.A.C. 7:7E-12.

This permit is approved subject to, and in accordance with, all applicable Tidelands conveyances issued for the subject property. Issuance of this permit does not in any way relinquish the State's ownership interest in the subject property.

This permit is issued subject to and provided that the following conditions can be met to the satisfaction of the Office of Dredging and Sediment Technology. All conditions must be met prior to construction unless otherwise specified. Compliance with Administrative conditions shall be determined once copies of all specified permits, certifications, plans, agreements, etc. have been received, not less than 30 days prior to construction, and approved by the Office of Dredging and Sediment Technology. All Physical Conditions are subject to on-site compliance inspection by the Bureau of Coastal and Land Use Enforcement. As per N.J.A.C. 7:7-1.4, you must notify the Bureau of Coastal and Land Use Enforcement, (P O Box 422, Trenton, New Jersey 08625), in writing at least 3 days prior to commencement of construction or site preparation.

This permit shall be RECORDED in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES in the applicable counties) in the county wherein the lands included in the permit are located within ten (10) days after the

receipt of the permit by the applicant and verified notice shall be forwarded to the Land Use Regulation Program immediately thereafter.

This permit is NOT VALID until the permit acceptance form has been signed by the applicant, accepting and agreeing to adhere to all permit conditions, and returned to the Office of Dredging and Sediment Technology, 6<sup>th</sup> floor Assistant Commissioner's Suite, P.O. Box 028, Trenton, New Jersey 08625.

#### Administrative Conditions

1. The permittee shall allow an authorized representative of the Department the right to inspect construction pursuant to N.J.A.C. 7:7-1.5.
2. The permittee shall provide the Office a copy of an Army Corps of Engineers authorization for this project.
3. The permittee shall obtain all appropriate local, state, and federal approval. Prior to commencement of dredging, in areas outside of the existing granted riparian areas, the applicant must obtain a riparian instrument from the Bureau of Tidelands.
4. The permittee shall comply with all terms and conditions of Department of Army license no. DACW-31-3-14-197.
5. The area authorized to be dredged is limited to the dredging footprint shown on the referenced plans.
6. In the event additional dredging is proposed at other areas the Department must receive written request for a modification of this determination and respond in writing prior to commencement of dredging work.
7. Prior to any proposed reuse of the subject dredged materials the ACOE, must re-characterize the stockpiled dredged materials in accordance with the Department's standards found in the technical manual entitled "*The Management and regulation of Dredging Activities and Dredged Material in New Jersey's Tidal Waters*", October 1997 and receive Department consent for reuse or disposal if said materials are placed in New Jersey.

#### Physical Conditions

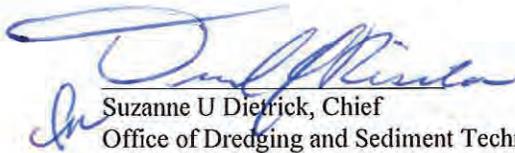
1. The permittee is responsible to assure that the confined disposal facility (CDF) including dikes, cross dikes, cells, and weir box and outlet structure are prepared and maintained to assure integrity and to minimize sedimentation or turbidity from entering surrounding waters and/or wetlands.
2. Any non-biodegradable materials, such as plastic sheeting, etc. used in dike management must be removed no later than two weeks after completion of deposition of sediment.
3. The permittee shall be responsible to assure that all dredge pipelines are routed and maintained at all times during the project such that no hazard or hindrance to navigation occurs. This shall entail submerging pipelines at channel crossings and providing adequate marking and lighting to warn mariners of the pipeline locations.

This permit includes the State's Water Quality Certification pursuant to Section 401 of the federal Water Pollution Control Act (33 USC 1251 et seq.) subject to the following conditions:

4. The permittee shall be responsible to assure the minimum retention time of the dredged material in the CDF is 24 hours to allow for sufficient settling of solids prior to discharge of the decant water to surface waters of the State.
5. A timing restriction prohibiting dredging and dredge materials disposal from 4/1 through 6/30 is imposed on this project to protect anadromous fish during migration and/or spawning.

**Dredged Material Disposal Conditions:**

1. The dredge material disposal authorization shall only apply to the presently characterized sediments authorized to be dredged by this permit. Any dredging beyond the depth or scope authorized by this permit or the removal of additional sediment previously or subsequently placed in this CDF, shall require a separate Acceptable Use Determination commensurate with the physical and chemical characteristics of the additional material. This authorization does not permit any subsequent transfer of dredged materials until a written Letter of Acceptance is issued by the entity accepting the DM.
2. If the permittee proposes to dispose/use the dredged material from this project at an alternate location, written authorization must be obtained from the Office of Dredging and Sediment Technology prior to the transport of any dredged material to said alternate disposal location. Any alternate disposal/use location must obtain all required state, local and federal permits before the Office would grant a modification of this permit.

  
Suzanne U Dietrick, Chief  
Office of Dredging and Sediment Technology

6/17/14  
Date

**Attachment**

C: Sam Renolds, ACE Phila Dist. Office

## DEPARTMENT OF THE ARMY PERMIT

### PERMITTEE AND PERMIT NUMBER:

New Jersey Department of Transportation  
CENAP-OP-R-2014-279-35

### ISSUING OFFICE:

Department of the Army  
U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390

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

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

### PROJECT DESCRIPTION:

The authorized work involves maintenance dredging of the Middle Thorofare Lagoon Channel (#205) located in Lower Township, Cape May County, New Jersey. Maintenance dredging shall be accomplished by hydraulic dredging of approximately eighteen thousand two hundred sixty seven cubic yards (~18,267 yds<sup>3</sup>) of sediment from approximately one thousand five hundred thirty seven linear feet (~1,537') of the Middle Thorofare Lagoon Channel (#205). The project depth is fourteen feet below mean low water (-14' MLW) from station 0+00 to 14+37 tapering to five feet below mean low water from station 14+37 to 15+37. One foot (1') of allowable overdredge is proposed for all areas. The channel design width is 120' with a 420' wide flared entrance where it meets the Intercoastal Waterway. Channel side slopes are 3:1.

All material will be disposed within the U.S. Army Corps of Engineers confined disposal facility (CDF) located at tax block 753.01, lot: 39.01, Lower Township, Cape May County adjacent to the Cape May Canal. The hydraulic pipeline carrying the dredged material to the CDF will be submerged, temporarily secured to the bottom and marked according to U.S. Coast Guard regulations.

All work is to be completed in accordance with the attached plan(s)

## PROJECT LOCATION:

Dredging is proposed within Middle Thorofare Lagoon in the Lower Township, Cape May County, New Jersey. The dredged material would be disposed within the U.S. Army Corps of Engineers Cape May confined disposal facility (see attached plans).

## PERMIT CONDITIONS:

### General Conditions:

1. The time limit for completing the work authorized ends on December 31, 2017. Maintenance dredging is authorized until December 2024 provided the dredging location, disposal location and depth remain unchanged. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

### Special Conditions:

1. All work performed in association with the above noted project shall be conducted in accordance with the project plans identified as "Maintenance Dredging and Channel Improvements for Middle Thorofare, Channel Arrangement & Geometry Plan", sheets 1 through 4 of 4, dated April 16, 2014, unrevised, prepared by Parsons Brinckerhoff Inc. The project plans provide for maintenance dredging within the aforementioned water. Dredge depths for each waterway are shown on the approved plans. The stated purpose of the project is to provide for safe navigation by restoring the channels to authorized depths.

2. Construction activities shall not result in the disturbance or alteration of greater than 1,537 linear feet (comprising approximately 4.6 acres) of waters of the United States.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified at least 10 days prior to the commencement of authorized work by completing and signing the attached *Notification/ Certification of Work Commencement Form*. This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the attached *Notification/Certification of Work Completion/Compliance Form*. All notifications required by this condition shall be in writing and shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration. (This special condition is applicable to Corps of Engineers permits that provide authorization under Section 10 of the Rivers and Harbors Act of 1899.)
6. Dredging shall not be performed between January 1 to June 30 of any given year to protect certain life stages of Winter Flounder.
7. You shall notify both the Regulatory Branch project manager and Operations Division project manager responsible for the Cape May Canal and Cape May Harbor Confined Disposal Facility 30 prior to any subsequent maintenance dredging taking place. You shall specify the amounts of dredged material to be generated and of the location of the dredged material disposal.
8. All work shall be performed in accordance with Real Estate instrument Number DACW-31-3-14-197 (Attached).

FURTHER INFORMATION:

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

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act.

2. Limits of this authorization.

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

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

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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

Gilley (PERMITTEE)                      6.11.14 (DATE)

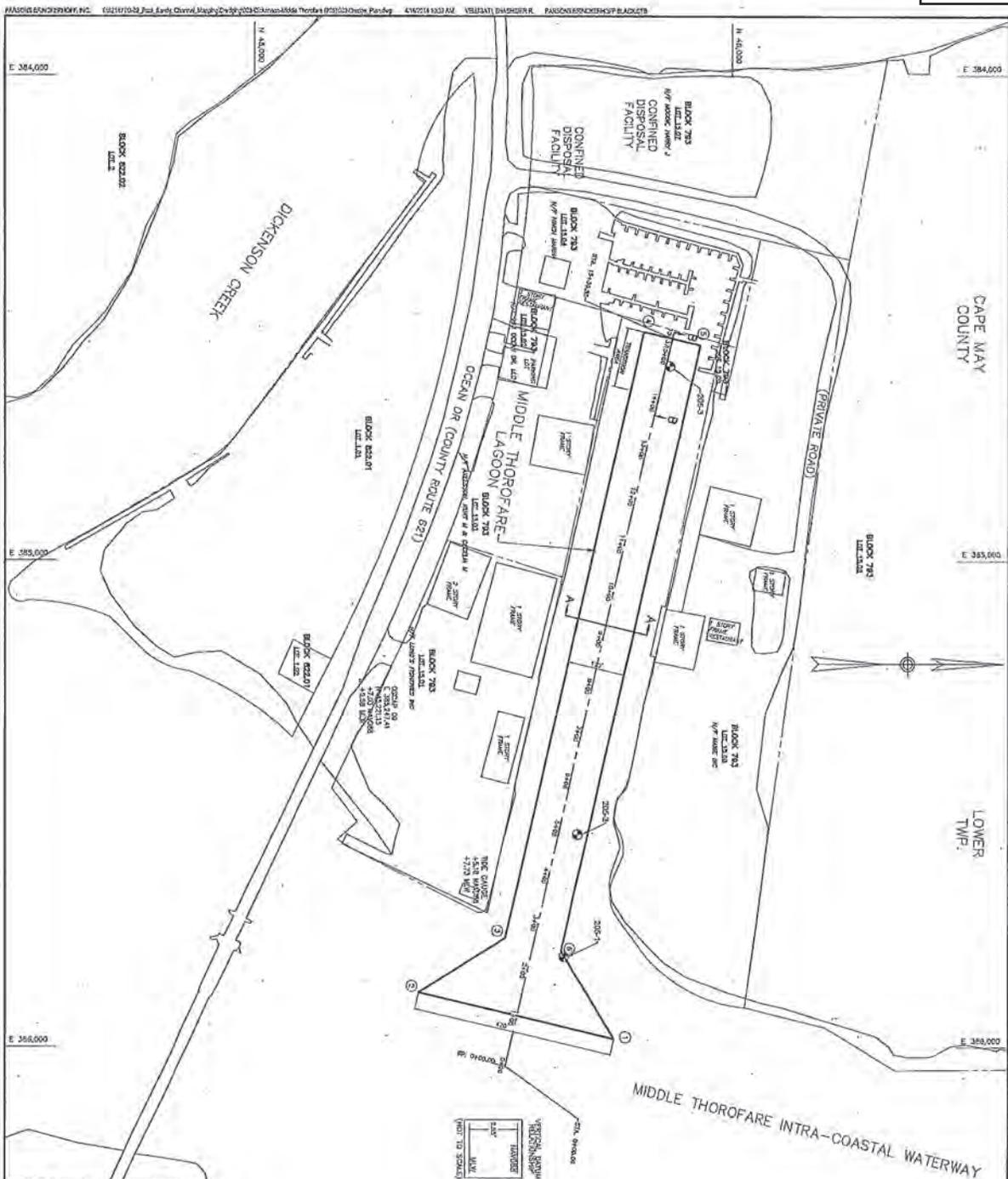
This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

6/13/14 (DATE)                      [Signature]  
Frank J. Cianfrani  
Chief, Regulatory Branch

for: John C. Becking, P.E.  
Lieutenant Colonel, US Army  
District Commander

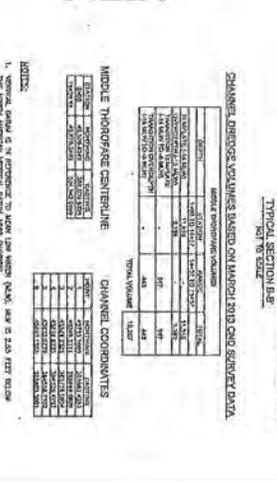
When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated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

\_\_\_\_\_  
(TRANSFeree)                      (DATE)

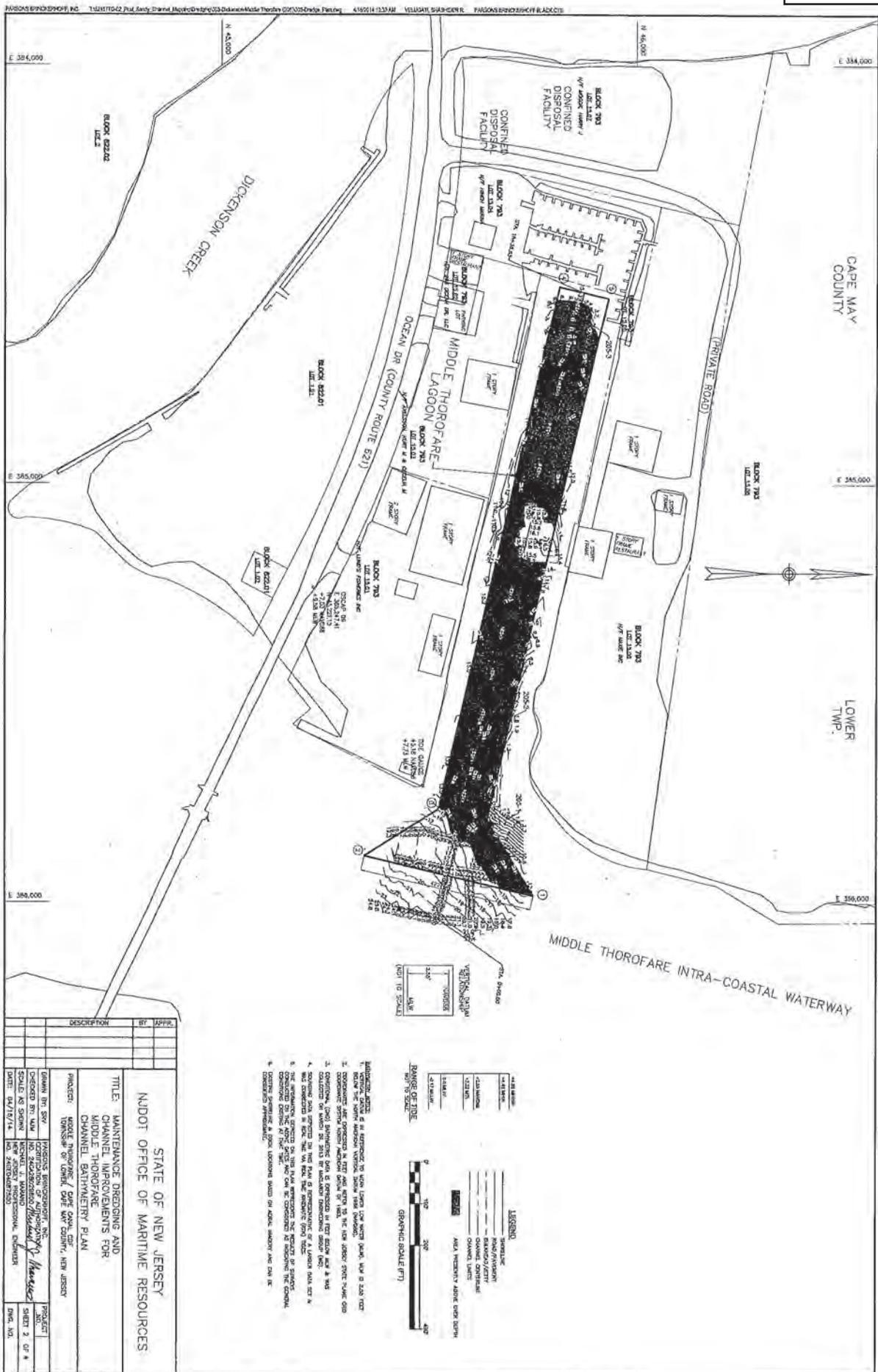


DESCRIPTION	BY	APPR.
<b>STATE OF NEW JERSEY</b> <b>NJDOT OFFICE OF MARITIME RESOURCES</b>		
<b>TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR MIDDLE THOROFARE CHANNEL, ARRANGEMENT &amp; GEOMETRY PLAN</b>		
<b>PROJECT: MIDDLE THOROFARE / CAPE MAY CO. NEW JERSEY</b>		
DRAWN BY: SWI CHECKED BY: SWI DATE: 04/19/14		
PROJECT MANAGER: J. BROWN PROJECT ENGINEER: J. BROWN PROJECT SUPERVISOR: J. BROWN PROJECT COORDINATOR: J. BROWN PROJECT ASSISTANT: J. BROWN PROJECT CLERK: J. BROWN		

<b>LEGEND</b> CHANNEL COORDINATES CHANNEL CENTERLINE CHANNEL BOUNDARY CHANNEL CENTERLINE CHANNEL BOUNDARY CHANNEL CENTERLINE CHANNEL BOUNDARY CHANNEL CENTERLINE CHANNEL BOUNDARY	
--	--



<b>NOTES</b> 1. THIS PLAN IS A GENERAL PLAN FOR THE MIDDLE THOROFARE CHANNEL AND IS NOT TO BE USED FOR CONSTRUCTION OF STRUCTURES OR CHANNELS. 2. CHANNEL DIMENSIONS ARE BASED ON SURVEY DATA. 3. CHANNEL CENTERLINE IS SHOWN BY A DASHED LINE. 4. CHANNEL BOUNDARY IS SHOWN BY A SOLID LINE. 5. CHANNEL CENTERLINE IS SHOWN BY A DASHED LINE. 6. CHANNEL BOUNDARY IS SHOWN BY A SOLID LINE.	
--	--



DESCRIPTION	BY	APPROV.
<b>STATE OF NEW JERSEY</b>		
<b>NADOT OFFICE OF MARITIME RESOURCES</b>		
<b>TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR MIDDLE THOROFARE CHANNEL BATHYMETRY PLAN</b>		
PROJECT:	MIDDLE THOROFARE / CAPT. DANIEL COE	
DESIGNED BY:	PARSONS BRINCKERHOFF, INC.	
DRAWN BY:	CONTRIBUTION OF UNIVERSITY OF DELAWARE	
SCALE:	AS SHOWN	
DATE:	04/15/14	
PROJECT NO.:	10000000000000000000	
SHEET:	2 OF 4	
DWG. NO.:		

**LEGEND**

- SUBMERGED
- ROAD/PAVEMENT
- UNIMPROVED
- GRAVEL DRIVEWAY
- GRAVEL DRIVE
- AREA INTERNALLY ADJACENT TO BATHY

**GRAPHIC SCALE (FT)**

0 100 200 300 400

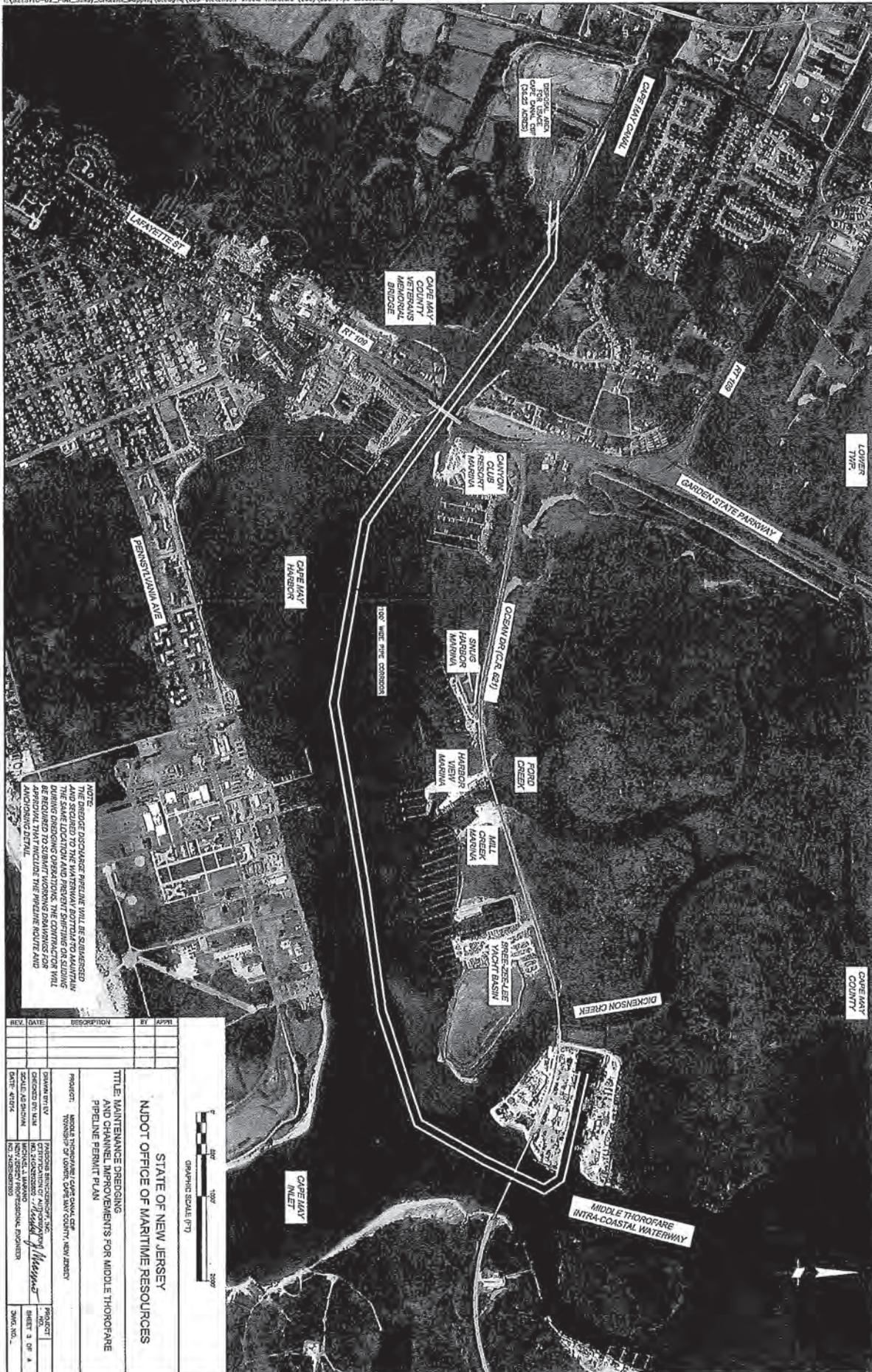
**DATE OF FIELD DATA:**

**DATE OF PLOT:**

**REVISIONS:**

1. CORRECTION OF DATA: THE DATA IS CORRECTED TO THE DATE OF THE SURVEY.
2. CORRECTION OF DATA: THE DATA IS CORRECTED TO THE DATE OF THE SURVEY.
3. CORRECTION OF DATA: THE DATA IS CORRECTED TO THE DATE OF THE SURVEY.
4. CORRECTION OF DATA: THE DATA IS CORRECTED TO THE DATE OF THE SURVEY.
5. CORRECTION OF DATA: THE DATA IS CORRECTED TO THE DATE OF THE SURVEY.
6. CORRECTION OF DATA: THE DATA IS CORRECTED TO THE DATE OF THE SURVEY.

I:\2015\10-02\_Prel\_Study\_Channel\_Improvement\Drawings\003-Dimension-Middle Thoroughfare (205)\003-Pipe Location.dwg



NOTE: THE DREDGE DISCHARGE PIPELINE WILL BE SUBSEQUENTLY AND SECURED TO THE WATERSWAY BOTTOM TO MAINTAIN THE SAME LOCATION AND PREVENT BOTTLENECKING. IT WILL BE REQUIRED TO SUBMIT WORKING DRAWINGS FOR APPROVAL THAT INCLUDE THE PIPELINE ROUTE AND ANCHORING DETAIL.

DATE:	10/28/2015	PROJECT:	MIDDLE THOROUGHFARE CAPE MAY CANAL
BY:	W. J. BROWN	CLIENT:	STATE OF NEW JERSEY
CHECKED BY:	M. J. BROWN	PROJECT NO.:	15-003
DATE:	10/28/2015	SHEET:	3 OF 4
DATE:	10/28/2015	DWG. NO.:	15-003

STATE OF NEW JERSEY  
 NJDOT OFFICE OF MARITIME RESOURCES  
 TITLE: MAINTENANCE DREDGING  
 AND CHANNEL IMPROVEMENTS FOR MIDDLE THOROUGHFARE  
 PIPELINE PERMIT PLAN

PROJECT: MIDDLE THOROUGHFARE CAPE MAY CANAL  
 CLIENT: STATE OF NEW JERSEY  
 DESIGNER: W. J. BROWN  
 CONTRACT NO.: 15-003

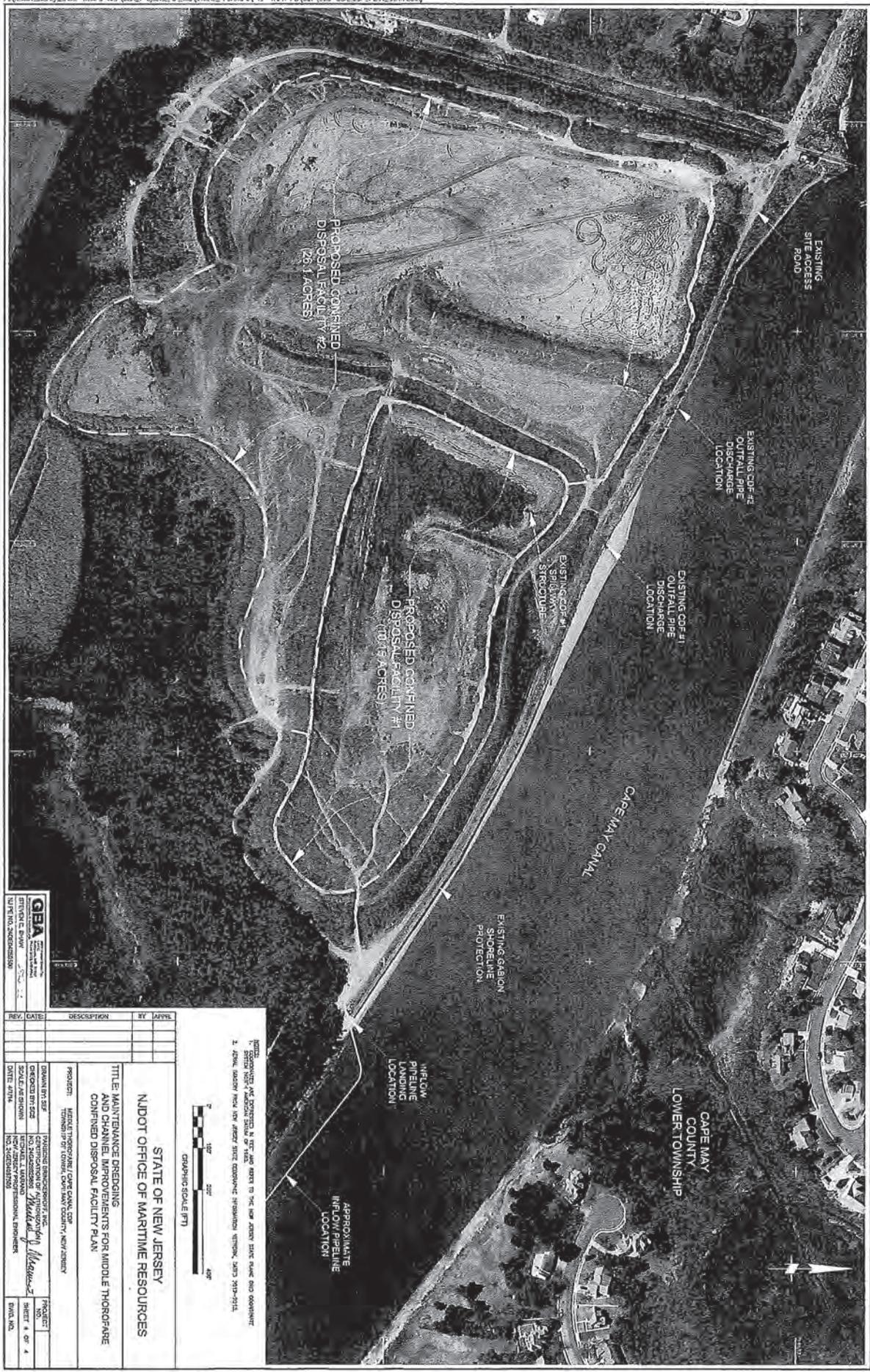
DATE: 10/28/2015  
 BY: W. J. BROWN  
 CHECKED BY: M. J. BROWN  
 DATE: 10/28/2015  
 DATE: 10/28/2015

PROJECT NO. 15-003  
 SHEET 3 OF 4  
 DWG. NO. 15-003



GRAPHIC SCALE (FT)

P:\MIDOT\_Survey\_Sheet\_123\Add1\_Projects\to\_Rd\Water\_Resources\11-17-10\PA\DOT\103\_GOL\_C2\_PLAN\_Sheet.dwg



**QEA**  
 QUALITY ENVIRONMENTAL ASSURANCE  
 1000 ROUTE 100, SUITE 200  
 HIGHTSTOWN, NJ 08520  
 TEL: 609-426-7000  
 FAX: 609-426-7001  
 WWW.QEA.COM

REV.	DATE	DESCRIPTION	BY	APPV

<b>STATE OF NEW JERSEY</b> <b>NJDOT OFFICE OF MARITIME RESOURCES</b>	
<b>TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR MIDDLE THORPARE CONFINED DISPOSAL FACILITY PLAN</b>	
PROJECT: MIDDLE THORPARE / CASE MAY CANAL LOCATION: THORPARE ISLAND, CASE MAY TOWNSHIP, NEW JERSEY	PROJECT NO.: SHEET # OF #: DATE:
DRAWN BY: SBR CHECKED BY: JDC SCALE: AS SHOWN DATE: 4/11/14	PROJECT MANAGER: <i>Michael J. Madonia</i> PROJECT SUPERVISOR: <i>Michael J. Madonia</i> DATE: 4/11/14

NOTES:  
 1. UNLESS INDICATED, ALL DIMENSIONS ARE IN FEET AND INCHES TO THE NEAREST 1/8" SHALL BE USED.  
 2. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE CANAL UNLESS OTHERWISE NOTED.



LICENSE NO. DACW-31-3-14-197

**DEPARTMENT OF THE ARMY  
LICENSE AGREEMENT**

**CAPE MAY CANAL**

**CAPE MAY COUNTY, NEW JERSEY**

**THE SECRETARY OF THE ARMY**, or duly authorized representative under the general administrative authority of the **Secretary of the Army** (hereinafter referred to as the "**Secretary**" or "**Grantor**"), grants to the **State of New Jersey, Department of Transportation, Office of Maritime Resources** (hereinafter referred to as the "**Grantee**"), a License for the use of the Cape May Harbor confined disposal facility ("CDF") for material dredged from the Cape May Harbor area, and any private entities independently contracted with the Grantee. The Cape May Harbor CDF is approximately 42 acres, over, across, in and upon lands of the United States, as identified as a portion of Tract Nos. A35, A36, A37 and A47, as shown in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Premises."

**THIS LICENSE** is granted subject to the following conditions:

**1. TERM**

This License is granted for a term of five (5) years beginning April 21, 2014, and ending April 20, 2019, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license shall be the construction, operation and maintenance of the Premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

**3. NOTICES**

All notices and correspondence to be given pursuant to this License shall be addressed, if to the Grantee, to Ms. Genevieve Clifton, State of New Jersey, Department of Transportation, Office of Maritime Resources, 1035 Parkway Avenue, Trenton, New Jersey 08625; and if to the Grantor, to the **District Engineer, Corps of Engineers - Baltimore District, ATTN: CENAB-RE-C, P.O. Box 1715, Baltimore, Maryland, 21203-1715**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Grantor", "Secretary", "District Commander", "Project Manager", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the Premises shall be subject to the general supervision and approval of the **District Commander, Philadelphia District**, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer, provided such rules and regulations are not inconsistent with any provision of this License or any applicable Federal, state, county or municipal laws, ordinances or regulations.

**6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

**7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the Premises;
- c. subject to other outgrants of the United States on the Premises; and
- d. personal to the Grantee. Except as otherwise set forth in Section 18, this License, or any interest therein, may not be transferred or assigned.

**8. PROJECT REQUIREMENTS**

- a. As of the date of this License Agreement, the Grantee has a credit of 104,464 cys (dry material), or 156,696 cys (wet material).
- b. All material placed within the Premises, including any private material, shall be subtracted from the overall credit listed in (a) above.
- c. Minimum to be removed- Whatever amount of dredged material that is in excess of any credit for materials already removed by the Grantee. Maximum to be removed- Whatever was deposited, plus whatever is available to elevation +8.0 feet MLW.
- d. The Grantee shall remove all material that is in excess of any credit for materials already removed by the Grantee from the facility within 2 years after completion of the placement

work or prior to the next usage of the Government's facility, whichever is sooner. All work must be completed in accordance with the conditions of this license.

- e. After the State completes a Project, the State must provide a report of cubic yardage of material placed, as determined by pre- and post-dredge surveys and update remaining credit, if one remains, according the agreed upon factor in Section 19(f)(2) below.
- f. The Grantee shall not place or drag the dredge discharge line across the existing gabion structure located along the Cape May Canal. The Grantee will be responsible for any damage incurred as a result of these activities.

## **9. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **10. UTILITIES**

No utilities service the premises and the Government shall be under no obligation to furnish utilities or services.

## **11. PROTECTION OF PROPERTY**

The Grantee shall keep the Premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License or by it agent's contractors, or other users the Grantee may authorize pursuant to Section 18 of this License. Upon written notice to the Grantee, Grantee shall repair any property of the United States damaged or destroyed by the Grantee during Grantee's exercise of the privileges granted under this License. The Secretary may elect to repair and/or replace the damaged property and the Grantee will reimburse the Secretary at a cost established and agreed to by the parties in writing before the commencement of repairs.

## **12. RESTORATION**

On or before the expiration date of this license or its termination by the grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

### 13. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

### 14. TERMINATION

This license may be terminated by either party upon ten (10) days notice to the other party in writing.

### 15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction over the Premises or the activities conducted under this License. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

### 16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

### 17. DISCLAIMER

a. This license is effective only insofar as the rights of the Grantor in the Premises are concerned; and the Grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the Premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States,  
NJDOT DACW-31-3-14-197

pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

b. Structures or activities in (including the discharge of dredged material or fill materials into) waters of the United States and/or their adjacent wetlands must have prior approval from the Department of the Army. Information concerning Department of the Army permits pursuant to either Section 10 of the River and Harbor Act of 1899 and/or Section 404 of the Clean Water Act may be obtained from the **Philadelphia District Regulatory Branch, 215-656- 6725**. This real estate instrument does not constitute Department of the Army Regulatory Permit approval.

#### **18. PRIVATE MATERIAL DISPOSAL**

- a. The Grantee has the right when performing state dredging to allow private, permitted entities to piggyback/utilize the same contractor as the State and place such private material within the Premises, subject to all required Federal and State permitting.
- b. Grantee shall, in any contract for placement of dredged material at the Premises, require all contractors and subcontractors to name the Department of the Army as an additional insured to the same extent as the Grantee, and shall upon request provide copies of such policies or certificates of insurance to the Grantor.
- c. Private materials disposed of at the Premises will be sampled and analyzed and all results shall meet all applicable criteria for placement at the Premises.

#### **19. TECHNICAL EXCAVATION REQUIREMENTS**

a. The Grantee must contact Ms. Monica Chasten, Philadelphia District, Operations Division Office at 215-656-6683, at least 15 days prior to excavation of containment dike to allow access for removal of material and 15 days prior to re-establishing dike to pre-excavation condition.

b. No attempt shall be made by the Grantee to forbid the full and free use of any navigable waters at or adjacent to the subject property by the public.

c. There shall be no interference with governmental operations by Grantee's exercise of the privileges herein granted.

d. No openings will be made in the banks and no borrow removed or excavations made within 50 feet of inside toe dikes. Excavation of the dike is permitted to allow access to the site for excavation operations. This must be coordinated with and approved by the Government prior to dike removal. After completion of removal activities the perimeter dike must be returned to pre-construction condition. Backfill material will be placed in horizontal increments not greater than two feet (loose lift) thick increments with compaction after each fill increment. Compaction can be accomplished by running a dozer over the fill material at least three times.

e. The Grantee shall correct any damage to the disposal area or to the banks, remove all interfering access roads, and restore the area to pre-disturbance condition.

f. The Grantee agrees to remove the same volume of material from the disposal facility as was placed as a result of Grantee's work and any private material placed in the CDF pursuant to Section 18 of this License. The methodology of tracking quantities of material placed and removed is as follows:

(1). The Grantee shall perform pre-dredging surveys of the disposal facility. Within one year after deposition of the material, the Grantee shall perform a survey of the disposal facility and develop the quantity placed into the facility utilizing the pre-survey.

(2). In lieu of the above, the following method of computation will be utilized by the Grantee:

The Grantee shall perform before/after dredging soundings, to be provided to Ms. Monica Chasten, Project Manager, Operations Division, Philadelphia District, in order to determine quantity of the material removed. For each area dredged and subsequently placed, the pre-dredge survey shall be conducted no more than 30 days prior to the start of dredging and the post-dredge survey shall be conducted no more than 30 days after completion of the dredging operation. The quantity determined from the surveys will be termed the wet quantity. A factor of 1.5 (divisor) will be utilized to transform the wet quantity to a dry quantity (i.e. 100,000 cys (wet quantity) divided by the 1.5 factor equals 66,667 cys (dry material). Material removed from this facility will be termed the dry quantity.

g. Ms. Monica Chasten, Project Manager, Operations Division, Philadelphia District must be provided within a minimum of thirty (30) days, prior to commencing removal/excavation activities in the Corps facility, the following information for review and approval:

(1) A plan view of disposal area specifically showing the proposed area(s) scheduled for excavation.

(2) Cross sectional views of the proposed excavation area(s) showing the existing and proposed ground elevations.

(3) Volume computations showing the amount of material proposed for removal.

(4) A construction schedule, including commencement and tentative completion dates for the excavation activities

(5) Provide a work plan for the use of the Corps' facility.

h. All excavation activities shall be permitted only between the hours of 7:30 AM and 4:00 PM, Monday through Friday, except on legal and national holidays when no work will be permitted.

i. The disposal area shall be excavated in a manner that will promote adequate drainage of the site. Abrupt changes in grade shall be avoided and excavations drainage shall be constructed so as to the avoid water ponding. The bottom elevations of any drainage ditches shall not be below an elevation of +8.0 MLW. Drainage ditches shall run through an outside dike to permit complete runoff of water from the area. All drainage work shall be approved by the Government prior to construction. The area will be restored to pre-work condition.

j. All access roadways to the disposal site shall be maintained in good order at all times.

k. The Secretary does not make any guaranty or warranty, express or implied, with respect to material, as to quantity, character, or condition, size or kind, or that the material is in condition or fit to be used for the purpose for which intended by the Grantee.

l. The Grantee must contact Ms. Monica Chasten, Project Manager, Operations Division, Philadelphia District at (215) 656-6683, at least 60 days prior to the contract award date.

m. The Grantee shall remove all material placed in the Corps facility by the Grantee prior to the start of any subsequent use of the Corps facility.

## 20. THIRD-PARTY BENEFICIARIES

This License shall not create in any individual or entity the status of a third-party beneficiary and nothing in the License shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall inure solely to the benefit of the parties. The provisions of this License are intended only to assist the parties in determining and performing the obligations set forth herein and the parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this License, seek any remedy arising out of performance or failure to perform by one of the parties, or bring any action for breach of the License.

## 21. ENTIRE AGREEMENT

This License contains all the terms and conditions agreed upon by the parties and supersedes all other negotiations, representations, and understandings of the parties, oral or otherwise, regarding the subject matter of this License.

## 22. AUTHORITY

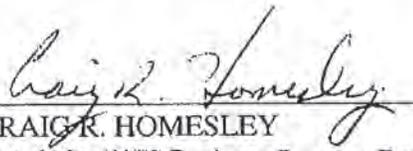
By the signatures below, the parties execute this License and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, the said parties hereto have caused this LICENSE AGREEMENT to be duly executed and delivered as of the 18<sup>th</sup> day of the month of April in the year of 2014, which is the date that this Agreement has been executed and approved by both parties.

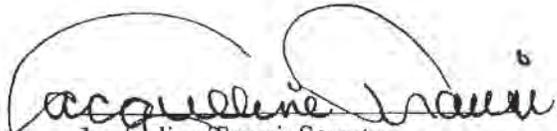
ATTEST:

*Chris Mullyan*

  
CRAIG R. HOMESLEY  
Chief, Civil/IIS Projects Support Branch  
Real Estate Division  
Real Estate Contracting Officer

Attest/Witness/Affix Seal:

STATE OF NEW JERSEY,  
DEPARTMENT OF TRANSPORTATION

  
Jacqueline Trausi, Secretary  
Department Secretary  
New Jersey Department of Transportation

By:   
Andrew J. Tunnard  
Executive Director of Operations

May 08, 2014

DATED: 5/8/2014

Approved as to Form:

JOHN HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:   
Nicole Minutoli  
Deputy Attorney General



DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF LAND USE AND PLANNING  
 400 SOUTH MOUNTAIN AVENUE  
 TRENTON, NJ 08646  
 TEL: 609-981-2000  
 FAX: 609-981-2001

REV.	DATE	DESCRIPTION	BY	APP.
1	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
2	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
3	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
4	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
5	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
6	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
7	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
8	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
9	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
10	10/1/01	ISSUED FOR PERMITTING	J. M. ...	J. M. ...

STATE OF NEW JERSEY  
 NADOT OFFICE OF MARITIME RESOURCES

TITLE: MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR BIGGERS CREEK, CAPE ISLAND CREEK, SCHLEIBERS CREEK & DEVILS BEACH CONFINED DISPOSAL FACILITY PLAN

PROJECT: CAPSULE CREEK, CAPE MAY COUNTY, NJ 08204

DESIGNED BY: J. M. ...

DRAWN BY: J. M. ...

CHECKED BY: J. M. ...

SCALE: AS SHOWN

DATE: 10/1/01

PROJECT NO.: 10/1/01

DATE: 10/1/01

SCALE: AS SHOWN

DATE: 10/1/01

EXHIBIT A

NOTIFICATION/CERTIFICATION OF WORK COMMENCEMENT FORM

Permit Number: CENAP-OP-R-2014-279-35  
State Permit #: \_\_\_\_\_  
Name of Permittee: New Jersey DOT  
Project Name: NJDOT Middle Thorofare Channel Dredging  
Waterway: Middle Thorofare  
County: Cape May State: New Jersey  
Compensation/Mitigation Work Required: Yes  No

TO: U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

I have received authorization to: Perform maintenance dredging within Middle Thorofare Lagoon in Cape May, NJ

The work will be performed by:

Name of Person or Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have reviewed the approved plans, have read the terms and conditions of the above referenced permit, and shall perform the authorized work in strict accordance with the permit document. The authorized work will begin on or about \_\_\_\_\_ and should be completed on or about \_\_\_\_\_.

Please note that the permitted activity is subject to compliance inspections by the Army Corps of Engineers. If you fail to return this notification form or fail to comply with the terms or conditions of the permit, you are subject to permit suspension, modification, revocation, and/or penalties.

\_\_\_\_\_  
Permittee (Signature and Date)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contractor (Signature and Date)

\_\_\_\_\_  
Telephone Number

NOTE: This form shall be completed/signed and returned to the Philadelphia District Office prior to commencing work.

NOTIFICATION/CERTIFICATION OF WORK COMPLETION/COMPLIANCE FORM

Permit Number: CENAP-OP-R-2014-279-35  
State Permit #: \_\_\_\_\_  
Name of Permittee: New Jersey DOT  
Name of Contractor: \_\_\_\_\_  
Project Name: NJDOT Middle Thorofare Channel Dredging  
County: Cape May State: New Jersey  
Waterway: Middle Thorofare

Within 10 days of completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

Please note that the permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to return this notification form or fail to perform work in compliance with the permit, you are subject to administrative, civil and/or criminal penalties. Further, the subject permit may be suspended or revoked.

The authorized work was commenced on \_\_\_\_\_,

The authorized work was completed on \_\_\_\_\_.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

For project located in areas identified as shellfish habitat, you must include with this form a bill of lading, sales order or any other document(s) demonstrating non-polluting materials were purchased and utilized for your project. I hereby certify that I and/or my contractor have utilized non-polluting materials as defined in the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee

**DP# 14437**

**Bid Date: 07/08/2014**

21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**

**CONTRACT NO. 205201403**

**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 2**

**Page No. 1 of 4**

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

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	United States Army Corps of Engineers Typical Sluice Box and Outlet Pipe Detail

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

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

**Questions Asked By: Manson Construction Co.**

**Question No. 14:** BidEx Pre-Qualification

“How does a contractor get listed as a plan holder on the BidEx website?

Will bids only be accepted from contractors listed on plan holders?”

**Response to Question No. 14**

Contractor must be pre-qualified with NJDOT, subscribe to the Bid Express monthly Service and have a Digital ID (assigned to the company with one of the office staff listed on the Corporate Information sheet that is on the current pre-qualification application on file with NJDOT) to bid on any NJDOT Construction contract advertised on the Bid Express website. The subscription Fee and Digital ID Fee and other details are available on [www.bidx.com](http://www.bidx.com).

**Question No. 15:** Pre-Qualification

“If a contractor is a NJDOT pre-qualified contractor will they also be required to register with Public Works for their bid to be accepted?”

**Response to Question No. 15**

Yes. All Contractors are required to register with Public Works for their bid to be accepted.

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**  
**CONTRACT NO. 205201403**  
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

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

**Questions Asked By: Southwind Construction Corp.**

**Question No. 16:** Time Extension

“Would it be possible to move the bid date back to July 15<sup>th</sup>?”

**Response to Question No. 16**

The bid opening is scheduled for July 8, 2014. Presently, there are no plans to delay the bid opening from that date.

**Question No. 17:** SSHO/QC

“Reference – Section 105 / Pg.7 of 37 / 105.02.01

Field management personnel- Provide field management personnel to perform the functions of supervisor, Quality Engineer/Inspector, And Safety/Environmental Engineer/Inspector.

Can the Supervisor also be the QC and or SSHO?

If the Supervisor can not be the QC or SSHO, can the QC & SSHO have dual responsibilities in order to have 1 employee to be able to carry out the duties of the QC as well as the SSHO?”

**Response to Question No. 17**

Field management personnel can have other responsibilities on the project. One individual can assume more than one field management position.

**Question No. 18:** Clearing

“Will the contractor be required to do any clearing and grubbing at the disposal site?”

**Response to Question No. 18**

Minor clearing and grubbing should be expected only to re-furbish the existing spillway structures.

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE**  
**CONTRACT NO. 205201403**  
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 2**  
**Page No. 3 of 4**

**Question No. 19:** Spillway and Dikes

“Reference - 202.03.23 / Pg. 35 of 37

Prior to the utilization of the designated confined disposal facilities, refurbish the existing spillway structures at both.....

What work is known by the owner to be done at the disposal site prior to use?

It states to refurbish the existing spillway structures, outfall pipes, discharge support structures etc. During a site visit, the structures looked to be good shape. Can you please elaborate on the maintenance needed.

To the Owners knowledge, have the outer and cross dikes been maintained and ready for use?”

**Response to Question No. 19**

1. The bid item 202043P Slurry Water Control is included in the Contract to give the contractor the ability to refurbish both spillway structures in such a way that the Cape May Canal CDF functions as per the contract and permit requirements. A typical USACE Sluice Box and Outlet Pipe Detail is provided as an attachment for information.
2. Prospective bidders are encouraged to visit the site and assess the existing conditions of the USACE Cape May Canal CDF.

**Questions Asked By: Mobile Dredging & Pumping Co.**

**Question No. 20:** Department of the Army CDF License Agreement

“Paragraph 19 of the Department of the Army CDF License Agreement refers to Technical Excavation Requirements. Will the contractor be responsible for the cost of performing the excavation under this contract?”

**DP# 14437**

**Bid Date: 07/08/2014**

**21 Plan Sheets**

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS  
CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND  
MIDDLE THOROFARE**

**CONTRACT NO. 205201403**

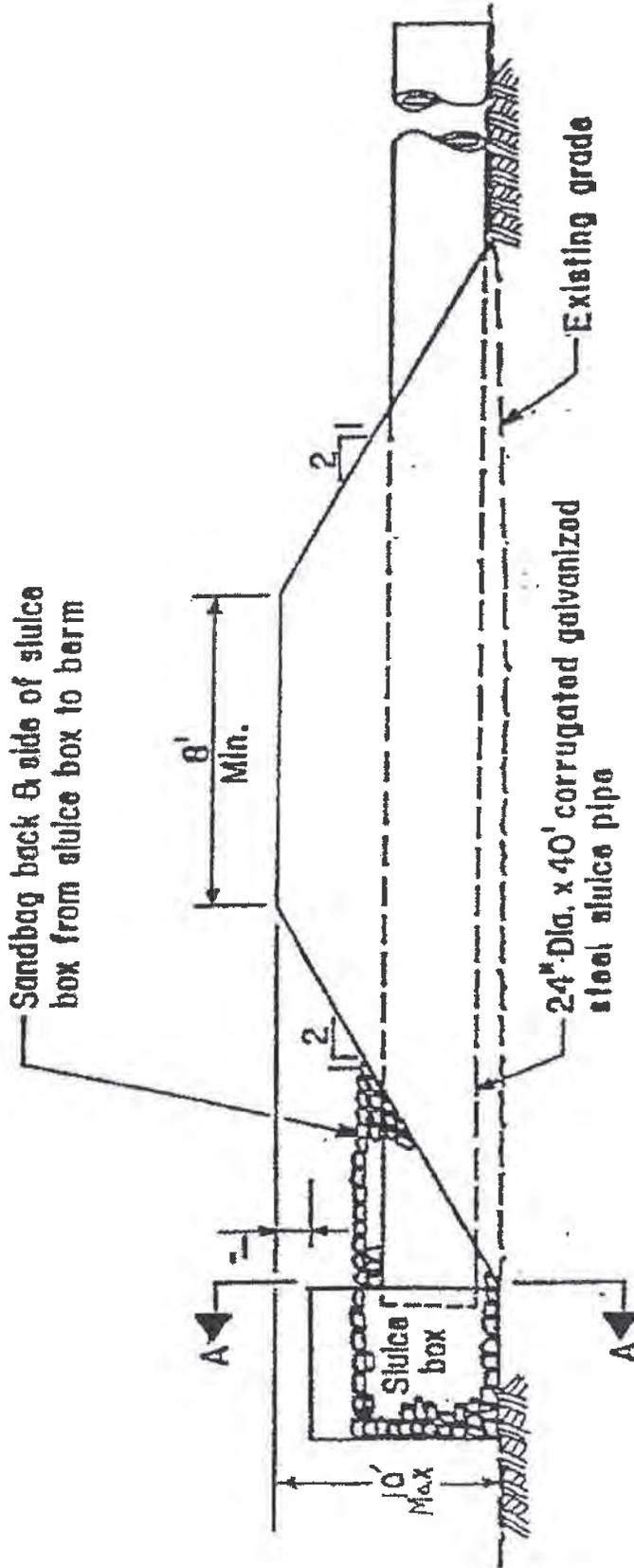
**LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**ADDENDUM No. 2**

**Page No. 4 of 4**

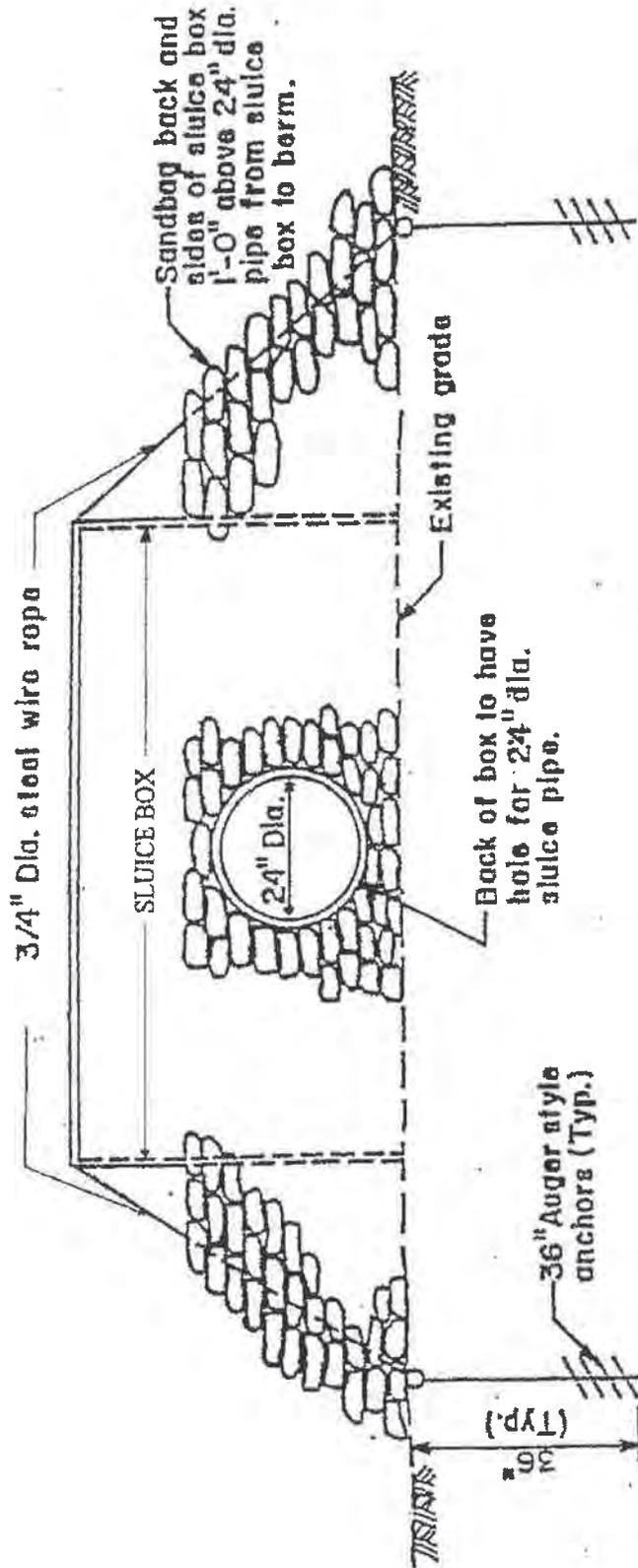
**Response to Question No. 20**

The Contractor is not required to remove any dredged material from the Cape May Canal CDF, however if the contractor includes any proposed excavation activities in his working drawing submittals, he is responsible for compliance with paragraph 19 of the Department of the Army CDF License Agreement and the cost is to be included in the unit price bid for the item.



TYPICAL CROSS SECTION THRU BERM





Sandbag back and sides of sluice box 1'-0" above 24" dia. pipe from sluice box to berm.

3/4" Dia. steel wire rope

SLUICE BOX

24" Dia.

Existing grade

Back of box to have hole for 24" dia. sluice pipe.

36" Auger style anchors (Typ.)

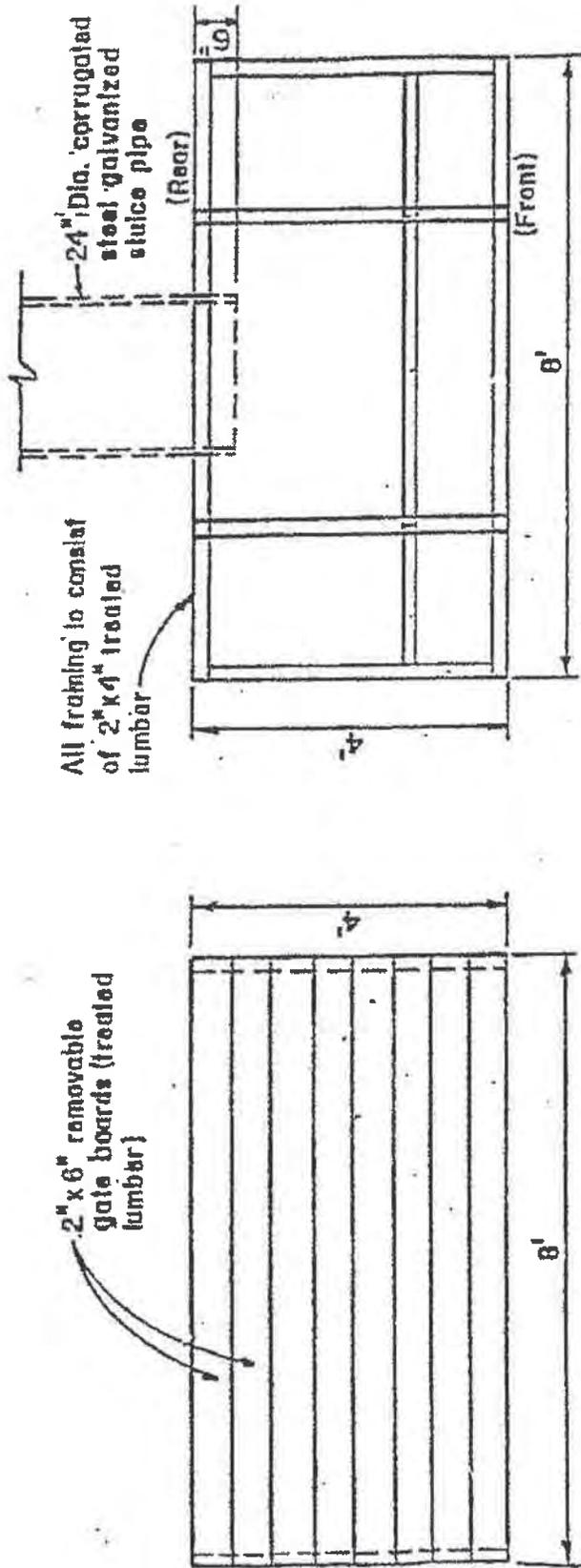
36" (Typ.)

**NOTE:**

Four (4) anchors must be used to secure box front and back.

**SECTION A-A**  
**SLUICE ANCHORING SYSTEM**





TOP VIEW

FRONT VIEW

TYPICAL WOOD SLUICE



**NOTE:**  
 BOX TO BE SHEATHED WITH 3/4" EXTERIOR GRADE PLYWOOD (CDX) ON THREE SIDES AND THE BOTTOM.  
 ALL FRAMING TO CONSIST OF 2" X 4" TREATED LUMBER AND SHOULD BE ADEQUATE TO PREVENT BOX  
 FROM COLLAPSING UNDER PRESSURE.

**DP# 14437**  
**Bid Date: 07/08/2014**  
21 Plan Sheets

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS  
CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND  
MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

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

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

The date for receipt of Bids is **CHANGED** to **July 15, 2014**.

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

- **The following REPLACES Wholly State funded project Attachment No. 1:**

**ATTACHMENT NO.**  
ATTACHMENT NO. 1

**DESCRIPTION**  
STATE ATTACHMENT NO. 1 - Last Revised JUNE 2014  
Revisions to the State Attachment No. 1 as per NJDOT Baseline  
Document Change Announcement: BDC14S-08

## STATE ATTACHMENT NO. 1

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

#### I. GENERAL

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

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

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

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

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

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

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

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

## III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

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

## IV. DISSEMINATION OF POLICY

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

Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

## V. RECRUITMENT

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

period set forth in such an agreement, the Contractor shall comply with the provisions of "Section IX Unions" of the EEO Special Provisions.

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

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

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS  
AND SUBCONTRACTORS

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

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

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

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

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

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

## **VII. PERSONNEL ACTIONS**

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

- A. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- C. The Contractor will periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- D. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his/her avenues of appeal.

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

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

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

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

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

#### **IX. UNIONS**

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

- A. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
- B. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- C. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants

without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.

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

#### **X. SUBCONTRACTING**

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

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

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

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

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

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

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

STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 1 through 3 inclusive, containing information for the above referenced Project. This acknowledgement is made by the Bidder, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

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

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

## **SPECIAL PROVISIONS**

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR  
SPICERS CREEK, CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH  
AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY 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 37 inclusive.

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

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

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

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

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

1. Sample Equipment Schedule and Relevant Project Experience Form

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

1. Example of a Contractor's Daily Production Report – Hydraulic Cutterhead Dredging (ExampleDailyProductionCutterhead.xlsx)
2. Technical Report on the Sampling and Testing of Sediment for Hurricane Sandy Restoration: Cape May (ASI report # 33-143 122613.PDF)

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

3. NJDEP Permit No. 0500-04-0003.1, WFD060001 CAFRA/Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination for Spicers Creek, Cape Island Creek, Schellengers Creek and Devils Reach, Cape May County, New Jersey. (0500-04-0003.1.pdf)
4. License No. DACW-31-3-14-197 Department of the Army License Agreement, Cape May Canal, Cape May County, New Jersey (Cape May License Agreement.pdf)
5. USACE Permit CENAP-OP-R-2014-214-35. Department of the Army Permit for dredging of Spicers Creek, Cape Island Creek, Schellengers Creek and Devils Reach, Cape May County, New Jersey. (capemayprofferredusace.pdf)
6. NJDEP Permit No. 0505-14-0005.1, WFDxxxxxx CAFRA/Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination for Maintenance Dredging and Channel Improvements to Middle Thorofare (0505-14-0005.1.pdf)
7. USACE Permit CENAP-OP-R-2014-xxx-xx. Department of the Army Permit for Maintenance Dredging and Channel Improvements for Middle Thorofare. (middlehorofareprofferredusace.pdf)

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

## **DIVISION 100 – GENERAL PROVISIONS**

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

#### **101.02 ABBREVIATIONS**

THE FOLLOWING TERMS ARE ADDED.

The following abbreviations are used in the contract:

AD	after dredge
AIWW	Atlantic Intracoastal Waterway
BD	before dredge
CDF	Confined Disposal Facility
MHW	Mean High Water
MLW	Mean Low Water
OMR	Office of Maritime Resources

#### **101.04 INQUIRIES REGARDING THE PROJECT**

##### **1. Before Award of Contract.**

THE FIRST PARAGRAPH IS CHANGED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

##### **2. After Award of Contract.**

Office of Maritime Resources  
Mr. W. Scott Douglas  
1035 Parkway Avenue  
Trenton, NJ 08625  
Telephone: 609-530-4770

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

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

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

#### **102.03 REVISIONS BEFORE SUBMITTING A BID**

THE SECOND PARAGRAPH IS CHANGED TO:

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**  
THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

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

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

THE FOLLOWING IS ADDED:

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

**2. Utility Agreements.**

THE LAST SENTENCE IS DELETED.

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

Existing Plans and As-builts used are as follows:

- a. State of New Jersey  
Department of Environmental Protection  
Division of Engineering & Construction  
Bureau of Coastal Engineering  
Proposed Dredging Middle Thorofare Lagoon  
Township of Lower  
County of Cape May  
March 2000  
Sheets 1-3
- b. State of New Jersey  
Department of Environmental Protection  
Division of Engineering & Construction  
Bureau of Coastal Engineering  
Proposed Dredging  
Spicers & Schellenger Creeks, Devils Reach  
Township of Lower and City of Cape May City  
County of Cape May  
December 2004  
Sheets 1-3
- c. NOAA Map 12317  
United States – East Coast  
New Jersey  
Cape May Harbor

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

- d. Cape May County  
State of New Jersey  
Reconstruction of Schellenger's landing Bridge and Approaches  
General Plan and Elevation  
September 1973  
Drawing 16 of 23
- e. Cape May County Bridge Commission  
Miscellaneous Structural Repairs to Four Ocean Drive Bridges  
Str. 3100-006 (Middle Thorofare Bridge)  
General Plan and Elevation  
Lower Township  
Cape May County, New Jersey  
Sheet 28 of 46  
October 2008

**102.09 PROPOSAL BOND**

THE FIFTH PARAGRAPH IS CHANGED TO:

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

**102.10 SUBMISSION OF BIDS**

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

**102.15 DISQUALIFICATION OF BIDDERS**

PART (10) IS CHANGED TO:

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

**SECTION 104 – SCOPE OF WORK**

**104.03.03 Types of Changes**

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**a. Differing Site Condition.**

THE SECOND PARAGRAPH IS CHANGED TO:

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

**104.03.04 Contractual Notice**

THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract. If notice is not provided on Contractual Notice (Form DC-161), include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change were discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

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

**104.03.08 Force Account**

**7. Equipment.**

**a. Contractor-Owned Equipment.**

PART 1 IS CHANGED TO:

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

THE FOLLOWING PART IS ADDED:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

**10. Subcontractors.**

THE SECOND PARAGRAPH IS CHANGED TO:

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**104.03.09 Delay Damages**

**1. Non-Productive Activity.**

**e. Equipment.**

THE FIRST SENTENCE IS CHANGED TO:

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

**SECTION 105 – CONTROL OF WORK**

**105.02.01 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. One individual can assume more than one Field Management Position.

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

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

**105.05 WORKING DRAWINGS**

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE THIRD PARAGRAPH IS CHANGED TO:

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

THE NINTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

**1. Work Plan**

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

**2. Pipeline Route Plan**

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

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

**3. Slurry Water Management Plan**

Prepare and submit for approval a Slurry Water Management Plan detailing the labor, materials and equipment, and all operations required for the refurbishment and use of the existing outlet weirs and discharge structures at the confined disposal sites. Include proposed methods of water level management, and schedule of shutdown to allow settlement of suspended solids or schedule of alternating work between each CDF placement location, and all information needed to explain the intended method of managing CDF capacity and compliance with permit provisions prior to commencement of dredging operations.

**4. Channel Closure Plan**

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

TABLE 105.05-1 IS CHANGED TO:

<b>Table 105.05 1 – Working Drawing Submission Category</b>	
<b>Certified</b>	<b>Approved</b>
Work Plan	

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

Pipeline Route Plan  
Slurry Water Management Plan  
Channel Closure Plan  
Sign Legends

---

---

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

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

1. **Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

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:

Lower Township - Cape May County

##### Electric

Atlantic City Electric  
420 Route 9  
Cape May Court House  
Robert Van Wolcott, Jr.  
Office: 609-463-3816  
Cell: 609-381-1346  
Email: robert.v.wolcott@atlanticcityelectric.com

##### Gas

South Jersey Gas  
1 South Jersey Plaza  
Folsom, NJ 08037  
Phone: 609-561-9000

##### Telecommunications

Verizon of New Jersey, Inc.  
10 Tansboro Road, 2nd Floor  
Berlin, NJ 08009  
856-753-0462

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

Comcast Cable  
308 North Railroad Avenue  
Rio Grande, NJ 08242  
609-886-7149

Water

Lower Township Municipal Utilities Authority  
2900 Bayshore Rd  
Villas, NJ 08251  
609-886-7146  
Craig Loper – Acting Director  
Craig W. Loper (cloper@comcast.net)

Sanitary Sewer

Lower Township Municipal Utilities Authority  
2900 Bayshore Rd  
Villas, NJ 08251  
609-886-7146  
Craig Loper – Acting Director  
Craig W. Loper (cloper@comcast.net)

City of Cape May – Cape May County

Electric

Atlantic City Electric  
420 Route 9  
Cape May Court House  
Robert Van Wolcott, Jr.  
Office: 609-463-3816  
Cell: 609-381-1346  
Email: robert.v.wolcott@atlanticcityelectric.com

Gas

South Jersey Gas  
1 South Jersey Plaza  
Folsom, NJ 08037  
Phone: 609-561-9000

Telecommunications

Verizon of New Jersey, Inc.  
10 Tansboro Road, 2nd Floor  
Berlin, NJ 08009  
856-753-0462

Comcast Cable  
308 North Railroad Avenue  
Rio Grande, NJ 08242  
609-886-7149

Water

City of Cape May Water & Sewer Utility  
Cape May City Hall, 2nd Floor

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

643 Washington Street  
Cape May, NJ 08204  
Carl Behrens  
Chief Water Treatment Plant Supervisor  
609-884-9575

Sanitary Sewer

City of Cape May Water & Sewer Utility  
Cape May City Hall, 2nd Floor  
643 Washington Street  
Cape May, NJ 08204  
Carl Behrens  
Chief Water Treatment Plant Supervisor  
609-884-9575

**105.08 ENVIRONMENTAL PROTECTION**

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

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

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

Also, comply with the following:

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

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

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

- a. NJDEP File No. 0500-04-0003.1, Modification of Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination, Project: Spicer's & Cape Island Creek Maintenance Dredging, Cape May City/Lower Township, Cape May County. Date of Issue April 15, 2014. (0500-04-0003.1.pdf)

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

- b. USACE Permit CENAP-OP-R-2014-214-35, Department of the Army Permit for dredging of Spicers Creek, Cape Island Creek, Schellengers Creek and Devils Reach, Cape May County, New Jersey. (capemayprofferredusace.pdf)

The following permits are pending:

1. NJDEP Permit - CAFRA/Waterfront Development Permit/ Water Quality Certificate/Acceptable Use Determination for Maintenance Dredging and Channel Improvements to Middle Thorofare
2. Department of the Army Permit for Maintenance Dredging and Channel Improvements for Middle Thorofare

Comply with the following conditions:

1. Do not perform any work without prior written New Jersey Department of Environmental Protection and the Department of the Army approvals.
2. All work performed in association with the project shall be conducted in accordance with the Plans submitted to the Department of the Army. The project plans provide for hydraulic maintenance dredging of a state navigation channel on Spicers Creek, Cape Island Creek, Schellengers Creek, Devils Reach and Middle Thorofare.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by the Department of the Army, in writing, prior to performance of the work. This includes all modifications deemed necessary by the contractor at the time of dredging and/or disposal. All modifications to the above noted project plans must be approved, in writing, by the Department of the Army. Do not perform any work without written approval of the Department of the Army.
4. Notify the Department of the Army within 10 days of commencement of work by completing and signing a Notification /Certification of Work Commencement Form. Also notify the Department of the Army within 10 days of the completion of the work by completing and signing the Notification /Certification of Work Completion/Compliance Form. All notifications required by this condition must be in writing and transmitted to the Department of the Army by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under these terms.
5. Maintain surveillance of the dredging/disposal operations to assure that the banks used to confine the dredged material are safe from failure and that the disposal area is not used beyond capacity.
6. Notify the Department of the Army before any maintenance dredging takes place. Such notification must include the amounts of dredged material to be generated and the location of the dredged material disposal site.
7. Do not dredge within 25 feet of any adjacent wetlands.
8. Remove all instrumentation, vessels, and equipment from the waterway upon termination of their use.
9. Submerge the dredge pipeline to a sufficient depth to protect navigation including ingress and egress of private and commercial vessels to all mooring areas within the project area.
10. Mark and light dredge pipelines in accordance with all U.S. Coast Guard conditions and specifications.
11. Coordinate placement of the dredge pipeline, equipment, and work with the U.S. Coast Guard, subject to a Notice to Mariners issued by the U.S. Coast Guard.
12. Support on temporary mats any equipment that may be required to traverse wetland areas in conjunction with this project.
13. Do not conduct in water work from January 1 to May 31 of any calendar year in order to minimize adverse effects on winter flounder early life stage Essential Fish Habitat.

**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,

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

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

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

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

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

**6. Notification** - The RE will notify the Contractor in writing of any observed noncompliance with the aforementioned federal, state, or local laws or regulations, permits and other elements of the Environmental Protection Plan. After receipt of such notice, inform the RE of proposed corrective action and take such corrective action as may be approved. The Department will not grant time extensions, additional costs or damages 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/identify/nrsr.htm](http://www.state.nj.us/dep/hpo/identify/nrsr.htm).

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

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

jurisdiction.

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

**c) Navigable Waters.** If work is required over, on, or adjacent to navigable waters, do not interfere with the free navigation of the waterways, and ensure that the existing navigable depths are not reduced, except as allowed by permits issued for the Project. Before beginning work in or over a navigable waterway for which maintenance dredging permits have been issued, notify the Coast Guard and other agencies specified by permit condition. Refer to the permit conditions in the environmental permits listed in section 105.08 2. and provided as attachments to these Special Provisions for notification requirements and other restrictions.

**d) Obstruction of Channel -** The Department is not responsible for keeping the channel free from vessels or other obstructions. Marine traffic in the immediate project area consists of pleasure and commercial vessels, including fishing vessels, and occasional barge and tug traffic. Local marine traffic has precedence over the dredging operations, except as approved in the Channel Closure Plan. Channel closures must be performed in accordance with the following schedule:

April 1 – September 30 of any given year (Except as listed below)

Monday 9 AM through Thursday 9 PM – Anytime

Thursday 9 PM through Monday 9 AM – No Channel closures allowed

October 1 – March 31 of any given year

Monday through Sunday – Anytime

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

- Easter Sunday (Including 6:00 AM Saturday until Noon Monday)
- Memorial Day (See Note Below)
- July 4<sup>th</sup> (See Note Below)
- Labor Day (See Note Below)
- Election Day (See Note Below)
- The 23<sup>rd</sup> Annual MidAtlantic Fishing Tournament August 17 through August 22, 2014

Note:

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

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

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

Prior to commencement of work on this Contract, notify the Commander, Fifth U.S. Coast Guard District of the intended operations and request that the project be published in the Local Notice to Mariners at least one week

prior to the commencement of the construction operations. Furnish to OMR copies of correspondence with the U. S. Coast Guard regarding these issues and a copy of the published Notice to Mariners.

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

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

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

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

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

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

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

**i) Protection of Fish and Wildlife Resources.** Keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. List species that require specific attention along with measures for their protection in the Environmental Protection Plan prior to the beginning of construction operation. There is a timing restriction on in-water work from April 1 to June 30 of any given year to protect anadromous fish as listed in the NJDEP Permits. There is timing restriction on in-water work from January 1 to May 31 to protect Winter Flounder.

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

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

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

THE FOLLOWING SUBSECTION IS ADDED:

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

## 105.11 ACCESS TO THE WORKSITE

Water access to the dredging sites is from the Atlantic Ocean, Cape May Inlet, and Cape May Canal. Access to shore side work and to watercraft transport locations may be made via the interstate highway system, the Garden State Parkway, NJ Route 109, and county streets in the 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.

Middle Thorofare Bridge Structure No. 3100-006 is a Single Leaf Bascule Span Bridge operated by Cape May County Bridge Commission. It has a horizontal clearance of 50 feet and a minimum vertical underclearance of 23 feet from Mean High Water, with the bascule closed.

Route 109 Bridge over Cape May Canal Structure No. 0501-150 is owned by the NJDOT and has a horizontal clearance of 80 feet and a vertical underclearance of 55 feet as listed in NOAA Map 12317 of Cape May Harbor.

Lafayette Street over Cape Island Creek is owned by Cape May County and has a horizontal clearance of 38 feet and a vertical underclearance of 4 feet as listed in NOAA Map 12317 of Cape May Harbor.

Any required transportation agency permits and approvals or any special transportation costs are the responsibility of the Contractor.

## SECTION 107 – LEGAL RELATIONS

### 107.01.01 Applicable Law

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

#### Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

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.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT**

THE FOURTH PARAGRAPH IS CHANGED TO:

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

**107.09 INDEPENDENT CONTRACTOR**

THE ENTIRE SUBSECTION IS CHANGED TO:

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

**107.12.01 Satisfying the Notice Requirements**

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

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

**107.12.02 Steps**

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING SUBSECTION IS ADDED

**107.17 COMMUNICATION WITH THE NEWS MEDIA**

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

**SECTION 108 – PROSECUTION AND COMPLETION**

**108.01 SUBCONTRACTING**

THE FOLLOWING SUBPART IS ADDED TO THE FIRST PARAGRAPH:

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

**1. Values and Quantities.**

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

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 153.03.03

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

5. Within 10 days of Contract Award, Notify the RE of the proposed starting date for dredging operations.
6. Notify the RE at least seven (7) days before dredging operations commence so that a before-dredging survey can be completed prior to the start of dredging.

#### **108.03 DAILY COMMUNICATIONS**

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

For any dredge utilized, prepare and submit a Daily Report of Operations each day in an approved electronically-transmitted format. An example daily production report with the categories and types of data required is included as an attachment to these Special Provisions. Report additional information, as directed by the RE, on the daily report to match the work being performed on the project. Submit for approval the format of the Daily Report of Operations and the submittal process prior to the start of dredging operations. For reporting purposes, the work day runs from midnight to midnight. Submit this report on a daily basis (by 11:00 AM the following work day) and not in groups for multiple days. Include copies of the original leverman's delay log with each Daily Report of Operations. Describe and record delays for any period when the dredge pump is not operating and pumping dredged material. Record operating delays in 5 minute intervals.

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

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

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

Communicate daily with the RE and the designated commercial fisheries Point of Contact when dredging the Middle Thorofare lagoon.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

## **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.

### **108.07.02 Changes to the Traffic Control Plan (TCP)**

THE FIRST SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

Submit requests for changes to the TCP to the RE for approval at least 30 days before the change is needed.

## **108.10 CONTRACT TIME**

- A. Complete all work required for Substantial Completion on or before December 31, 2014.
- B. Achieve Completion on or before February 9, 2015.

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

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

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

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

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

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

THE LAST PARAGRAPH IS CHANGED TO:

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

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

THE FOLLOWING IS ADDED AFTER THE 2ND PARAGRAPH:

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

## **108.18 SUBSTANTIAL COMPLETION**

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

As part of the inspection, the Department will perform an after-dredge survey as specified in Section 202.04.

THE LAST SENTENCE IN THIS SECTION IS CHANGED TO:

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

**108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

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

**108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$2,300.
- 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 \$1,150.

THE FOLLOWING IS ADDED:

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

**SECTION 109 – MEASUREMENT AND PAYMENT**

**109.01 MEASUREMENT OF QUANTITIES**

THE SECOND PARAGRAPH IS CHANGED TO:

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

**109.02 SCOPE OF PAYMENT**

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

**109.05 ESTIMATES**

THE SECOND PARAGRAPH IS CHANGED TO:

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

- There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

THE NINTH PARAGRAPH IS CHANGED TO:

In the first Estimate following installation of all landscape work, the Department will reduce the retainage withheld to one percent of the total adjusted Contract price, excluding subcontracted work on Federally funded projects, unless it has been determined by the Department that the withholding of additional retainage is required. If retainage is held in cash withholdings, the reduction is to be accomplished by payment under the next Estimate. If retainage is held in bonds, the Department will authorize a reduction in the escrow account.

THE TENTH PARAGRAPH IS CHANGED TO:

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

#### **109.07 BONDS POSTED IN LIEU OF RETAINAGES**

THE FIRST PARAGRAPH IS CHANGED TO:

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

#### **109.09 AUDITS**

THE FOLLOWING IS ADDED:

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

## DIVISION 150 – CONTRACT REQUIREMENTS

### SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

#### 151.03.01 Performance Bond and Payment Bond

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

#### 151.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

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

### SECTION 152 – INSURANCE

#### 152.03.01 Owner's and Contractor's Protective Liability Insurance

##### A. Policy Requirements.

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

##### B. Types

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

THE ENTIRE TEXT IS CHANGED TO:

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

Ensure the policy is endorsed to include per project aggregate.

##### 6. Marine Liability Insurance.

THE ENTIRE TEXT 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:

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY 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**

**153.03.03 Bar Chart Progress Schedule and Updates**

**A. Schedule.**

THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

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

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

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

Perform the dredging in a continuous manner from the chosen starting point to completion point of each channel segment. Provide a detailed description of the order of work in the schedules and working drawings submitted to the RE for approval. Perform the work in the order described and as approved by the RE. Changes in the approved order of work must be requested of the RE in writing and receive written approval prior to the change being implemented.

THE FOLLOWING IS ADDED:

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

## SECTION 154 – MOBILIZATION

### 154.03.01 Mobilization

THIS SECTION IS REPLACED WITH THE FOLLOWING:

Mobilization consists of 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 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.

Mobilization also includes the following:

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

### 154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING SECTION IS REPLACED WITH THE FOLLOWING:

The Department will make payment for the Item as follows:

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

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

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

Mobilization is deemed complete after the first 24 hour period in which the Contractor places the first 1000 CY per day for the dredged plant prescribed in Section 202.

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

## SECTION 155 – CONSTRUCTION FIELD OFFICE

### 155.03.01 Field Office

#### 4. Communication Equipment.

SUBPARTS (a.), (c.) and (d.) ARE REPLACED WITH THE FOLLOWING:

- a. **Telephones.** Provide 1 cordless phone with auto-switching.
- c. **Cell Phones.** Provide 2 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage, unlimited push-to-talk/ walkie-talkie usage and an anticipated monthly usage of 900 any-time minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:
  - 1. Push to Talk / Walkie-Talkie capable
  - 2. Camera with 1 megapixel picture capability
  - 3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
  - 4. Equipped with a hands-free headset
  - 5. Base charger and car charger

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

1 computer configuration meeting the following:

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

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

Also provide:

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

1 color laser printers and supplies as follows:

- 1. HP PCL 6 emulation or equal, with a minimum of 192 Megabytes of expanded memory, printer cable, and legal size paper tray.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

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

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

- e. **Marine Radios.** Provide 2 Waterproof handheld marine VHF two-way radio that is capable of transmitting and receiving on channel 13 (ship-to-ship), channel 16 (hailing/emergency), and channel 22A (USCG Liaison and Marine Safety Information Broadcasts).
- f. **Four (4) Tablets:** Such as Samsung Galaxy Note 10.1 (Verizon 4G LTE) or Samsun ATIV Smart PC (AT&T) including but not limited to the following:
  1. Samsung Galaxy Note 10.1 (Verizon 4G LTE): Touchscreen, Android 4.1 Jelly Bean, Camera (Front) 1.9 MP, Camera (Rear) 5MP, Internal Memory 2 GB Ram (16 GB flash), Data Tyoe CDMA/PCS/1x, EVDO Rev A, LTE (Band 13) 800/1900/700 Mhz GPRS/EDGE/GSM 850/900/1800/1900 HSPA/UMTS 2100, CPU MDM9615M Qualcomm 1.4 GHz/Exynos 4412 Quad, Display 1280 X 800 Pixel and any Software necessary.

AND/OR

  2. Samsung ATIV Smart PC (AT&T): Touchscreen, Windows 8, Camera (Front) 2.0MP, Camera (Rear) 8MP, Internal Memory 64 GB flash, External Memory 32 GB, Data Type UMTS Trilband: 850/1900/2100 Mhz LTE Dual Band 4 & 17, Data Speed (UMTS/LTE), CPU 1.5 – 1.8 GHz, x86, Intel Clover Tail Dual Core, Display 1366 x 768 pixel TFT, and any software necessary.
  3. Additional Accessories and Supplies:
    - i. Two (2) 32 GB MicroSD Cards for each Tablet
    - ii. One (1) Defender Series (Otterbox) Compatible Carrying Case for each Tablet
    - iii. Two (2) Conductive Stylus pens for each tablet
    - iv. One (1) Removeable keyboard for each tablet

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

SUBARTS (1), (2), AND (7) ARE CHANGED TO:

1. A copier with automatic document feed, 15 pages per minute copy speed, variable reduce/enlarge

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

capability, and letter, legal, and ledger size capabilities. Erase the copier hard drive before removing the copier from the field office and provide the RE with a certification stating that the copier hard drive has been erased.

2. **Four (4) digital cameras.** Such as Canon PowerShot SX20 or approved equal, 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. Four (4) Camera carrying cases
  - ii. Replacement Batteries as requested by the RE
  - iii. Four (4) Sets of 16 GB compatible memory cards

## 7. Inspection Equipment.

1. 1 Calculators with trigonometric capability
2. 1 Date/ Received stamp and ink pad
3. 1 Cloth tape, 100 feet
4. 1 Steel Tape, 25 feet
5. 1 Illuminated measuring wheel
6. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.
7. 4 Safety garments – orange, reflectorized, 360° high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.
8. 4 sets of Mustang Survival Model No. MS2175 22 survival suits or approved equal
9. 4 Sets of rain gear with reflective sheeting
10. 4 Sets of hearing protection with a NRR rating of 22 dB
11. 4 Sets of eye protection according to ANSI Z87.1
12. 6 Lantern flashlight, 6V with monthly battery replacements
13. 1 Hard Bound Daily Diaries, 5-½" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.
14. 50 Legal size hanging folders
15. 50 Legal size manila file folders – three tab
16. 10 Adult Sized USCG Approved Floatation Devices
17. **1 Means of marine transportation, capable of transporting at least four passengers at a time.**  
Provide a boat and licensed operator for the use of the RE and his representatives for inspection and survey purposes throughout the life of the contract. Provide a boat that is a minimum of 18 ft in length and powered by a minimum 70 horsepower engine. The boat must be in compliance with the U.S. Coast Guard's Boating Safety Division, as well as all Federal and State laws and regulations. Equip the boat with all applicable safety features and all required Coast Guard safety equipment (including but not limited to life jackets, fire extinguishers, running lights, throwable flotation devices, etc.). Provide a boat that complies with all applicable OSHA regulations. Keep the boat seaworthy and in first class operating condition and ready for use at all times. In the event the boat becomes inoperable, provide a comparable replacement boat satisfying all contract requirements. Provide a licensed boat operator to be responsible for the operation of the boat. Be responsible for any damage that may be caused to the boat, for maintaining the boat and accessories in good repair and operating condition, for providing all necessary fuel, safety equipment and other supplies and parts, and for paying any permits, licenses, insurance premiums or fees that may be required in connection with the operation of the boat for the entire period that the boat is required under this contract. No separate payment will be made for any and all costs incurred by the Contractor in providing the boat, Operator and accessories as described, including payment for rental cost and insurance that may be necessary, and allowances for depreciation. All costs associated with the boat are included in the item Field Office Maintenance.

**155.03.02 Field Office Maintenance**

THE FOLLOWING IS ADDED:

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

**155.03.03 Telephone Service**

THE CONTENT OF THIS SUBSECTION IS DELETED

**155.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEM IS DELETED:

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

THE THIRD PARAGRAPH IS DELETED.

**SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

**157.03.01 Construction Layout**

THE FOURTH PARAGRAPH IS CHANGED TO:

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

The Project Vertical Datum is MLW. MLW is 2.57 feet below (Cape May Channels) and 2.55 feet below (Middle Thorofare) the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VD datum datum transformation program. A Survey control plan is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

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

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

**157.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS CHANGED TO THE FOLLOWING:

The Department will measure and make payment for Items as follows:

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

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

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

Where:

CL = Adjusted payment for CONSTRUCTION LAYOUT.

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

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

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

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

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

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

**158.03.02 SESC Measures**

**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.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

## **161 – FINAL CLEANUP**

### **161.03.01 Final Cleanup**

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

## **DIVISION 200 – EARTHWORK**

### **SECTION 201 – CLEARING SITE**

#### **201.03.01 Clearing Site**

THE FOLLOWING IS ADDED:

Dispose of material and debris as specified in 201.03.09.

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

THE FOLLOWING IS ADDED:

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

### **SECTION 202 – EXCAVATION**

THE TITLE OF THIS SECTION IS CHANGED TO THE FOLLOWING:

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

#### **202.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

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

#### **202.02 MATERIALS**

THE FOLLOWING SUBPART TITLE IS INSERTED BEFORE THE FIRST PARAGRAPH:

##### **202.02.01 Materials**

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

##### **202.02.02 Equipment**

Provide equipment as specified:

The minimum size standard of the dredge plant is:

1. A minimum of 300 installed horsepower on the dredge exclusive of any boosters with a minimum of 200 HP on the main pump.
2. A minimum ten inch (10") suction pipe with a minimum ten inch (10") discharge line.
3. Proven capacity of the proposed vessel(s) including associated booster pumps to produce a minimum average of 1000 CY/ Day under conditions similar to this project, including material type, pipeline lengths, placement area type, weather conditions, sea state, tidal currents, placement site turbidity limits, operating hour constraints and other permit conditions. Provide the average production shown in the work plan submittal for a referenced period on at least two projects involving not less than 30 days of dredging work each. Production capacity of the dredging plant shown as estimated for this

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

project is to be for the submitted schedule of work (days/month, total working hours) and is to be adequate to complete the work within the specified contract period. Submit historic production references in the format provided.

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

### **202.03 CONSTRUCTION**

THE FOLLOWING SUBSECTIONS ARE ADDED:

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

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

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

#### **202.03.11 Continuity of Work**

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

#### **202.03.12 Pumping of Bilges**

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

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

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

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

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

#### **202.03.15 Signal Lights**

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

### **202.03.16 Inspection**

Inspection requirements:

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

### **202.03.17 Notification of Coast Guard**

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

### **202.03.18 Work Area**

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

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

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

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

### **202.03.19 Utility Crossing**

Verify the locations and depths of any utility crossings and take precautions against damages which might result from its operations, especially the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of utility crossings. If any damage occurs as a result of its operations, suspend dredging until the damage is repaired. Immediately notify the RE and the utility owner. Repair all damage to utility facilities to the satisfaction of the utility owner at no cost to the State. Costs of such utility repairs and downtime of the dredge and attendant plant is not compensable.

### **202.03.20 Dredge Pipelines**

1. **Dredge Discharge Pipeline** -Plainly mark the pipeline locations with conspicuous stakes, targets, and/or lighted buoys, and maintain them throughout the contract operations. Maintain a watertight dredge discharge pipeline to prevent spilling of dredged material or slurry outside of the intended placement area. During dredging operations, conduct continual inspections of the full length of the pipeline. Should breaks, spillage, leaks in the pipeline, or excessive turbidity occur, cease dredging immediately and do not resume dredging until the necessary pipeline repairs have been completed. Inform the RE at what time the problems were found, time

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

- when action was taken to correct the problems and time that dredging resumed. Include a detailed description of the incident on the Daily Production Report.
2. **Submerged Pipeline** - In the event the Contractor elects to submerge its pipeline, rest the pipeline on the bottom. Place the pipeline so that the top of the submerged pipeline and any anchor securing the submerged pipeline is no higher than the required project depth within the channel. Should a pipeline material, which is buoyant or semi-buoyant (such as HDPE pipe, or similar materials) be used, securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. Remove all anchors when the submerged pipeline is removed. Mark the location of the entire length of submerged pipeline with signs, buoys, and lights, conforming to U.S. Coast Guard regulations. Provide and maintain a location drawing of the dredge pipeline from the dredge discharge to the shore landing on the dredge, and update daily in order to provide the RE with current pipeline location information at all times.
  3. **Floating Pipeline** – Consider a pipeline as floating if it is not placed and anchored on the bottom. Clearly mark and maintain visibility of the floating pipeline on the surface. Do not, in any case, allow the pipeline to fluctuate between the surface and the bottom, or lie partly submerged. Install lights on the floating pipeline as required under Subsection 202.03.15. Properly support and display the lights according to USCG regulations. Where the pipeline does not cross a navigable channel, space the flashing yellow all-around lights not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard rules and regulations, in which case the requirements of the U.S. Coast Guard shall govern.
  4. **Road Crossings** - Submit a Pipeline Route Plan to the RE for approval in accordance with Section 105.05 prior to installing any road crossings. Submit details of any road crossings of the pipeline as part of the required plan.

#### **202.03.21 Dredge Template**

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

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

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

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

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

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

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

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

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

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

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

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

**202.03.23 Slurry Water Control**

Submit to the RE for approval a detailed design and working drawings of the refurbishment of the existing outlet structures and discharge piping of the designated USACE Cape May Canal Confined Disposal Facility or other slurry water control methods to be used at the CDF in accordance with Section 105.05. Include in the working drawing submission for slurry water control all anticipated labor and materials and equipment required for the refurbishment and use of the existing outlet weirs and discharge structures at the confined disposal sites, as specified herein.

Prior to the utilization of the designated confined disposal facilities, refurbish the existing spillway structures at both CDF #1 and CDF #2 as well as included outfall pipes and outfall pipe discharge support structures so that their use provides adequate flow for the discharge of excess slurry make-up water from the site during dredging operations and for final draining of the CDF sites.

Clean the existing spillway structures of trash and debris and replace unserviceable weir boards (stoplogs) as necessary with treated timber weir boards (stoplogs) to the maximum safe elevation. Repair or rebuild all ladders, walkway supports, and handrails in accordance with OSHA requirements. Repair or replace outfall pipe supports at the discharge end of the pipe. Make any other repairs or modifications necessary to make the spillway structures and outfall pipes serviceable for this contract and for final drainage of the site at the end of dredging operations. Leave all weirboards, walkways, and modifications in place at the end of the project. Deliver products to the project site in undamaged condition. Store products out of contact with the ground, and protect against damage. Do not drop or dump materials from vehicles. Clean up all trash, debris and miscellaneous construction items prior to final payment.

Provide materials for the refurbishment of the existing spillway structures as per Sections 909 and 915.

Submit shop and working drawings along with detailed design calculations signed and sealed by a Professional Engineer registered in the State of New Jersey for all reconstruction, replacement, or modifications to be implemented for approval by the RE. Do not begin construction prior to approval of the shop drawings submitted.

Fill the CDF site to the lines, grades and construction cross sections as indicated on the contract plans and as directed by the RE. Maintain a minimum of 1 foot freeboard from minimum top of dike elevation to slurry water surface. Conduct general filling of the CDF site to facilitate the later placement of cover material and comply with all Permit conditions.

**202.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
DREDGING, TRANSPORT AND PLACEMENT TO CDF	CUBIC YARD
SLURRY WATER CONTROL	LUMP SUM

THE FOLLOWING IS ADDED:

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

The total amount of material dredged, transported, and placed in the designated placement sites and to be paid for under the respective pay items is measured by the cubic yard (CY) in place by computing the volume between the bottom surface shown by the soundings of the last survey performed immediately before dredging and the bottom surface shown by the soundings of an after-dredge survey made as soon as practicable after dredging has been completed for the project or for each segment of the project as determined by the RE. The Department will perform the immediate before and after dredging surveys in accordance with the requirements of this Section. The Department will compute the volume removed and paid for under this portion of the contract by using the average end area method. Determination of the quantities removed after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

### **Dredge Quantity Surveys**

The before dredging (BD) and after dredging (AD) hydrographic surveys are required for payment and for final acceptance of the project and will be performed by the Department. The Department will utilize the data derived from these surveys in computing the quantities of work performed and the actual construction completed and in place. Surveys will be performed according to the latest edition of the U.S. Army Corps of Engineers Engineering Manual (EM) 1110-2-1003 entitled "HYDROGRAPHIC SURVEYING." Survey cross sections at 50 foot intervals will be performed using single beam equipment at a nominal 200 khz frequency. The RE will review the AD survey data to determine if the dredging performed by the Contractor is in accordance with the proposed lines and grades shown on the plans. If the RE determines that the dredging does not conform to the plans, take corrective measures and perform the work necessary to remedy the deficiencies identified by the RE. Upon completion of the corrective work, notify the RE of the need for an additional AD survey. If acceptability is not achieved after performing an additional AD survey of the work, or a segment of the work (if the Contract is divided into segments), a meeting will be held between the Contractor and the RE to expeditiously resolve the issue causing rejection of the survey. Costs of Contractor equipment and personnel standby time, if any, to resolve any deficiencies including failure to meet the proposed lines and grades of the dredge template is at the Contractor's expense. Contractor standby time to allow completion of the final Department AD survey at the end of the dredging work will be allowed as non-compensable extension of the Contract Period. No payment will be made to the Contractor for such standby time. Such extensions will not be made for any delays for interim phases between initial AD surveys and acceptance AD surveys where the work has been divided into segments.

1. **Before-Dredge Survey.** Hydrographic survey of the dredging area(s) will be conducted by the Department prior to the start of dredging activity. The before-dredge (BD) survey data will be used as information for computing the payment quantity of dredging pay items. Provide seven (7) days notice in advance of commencement of dredging operations to allow for completion of the BD survey.

BD survey data and the results of volume calculations of the estimated material to be dredged to the maximum depth will be furnished to the Contractor after award and prior to commencement of dredging. Perform a detailed review of the BD survey data and available estimated volume calculations and report any discrepancies in writing prior to start of dredging. No dredging is to be performed in any area where a BD survey has not been performed, reviewed by the contractor, and accepted as having no discrepancies.

2. **After-Dredge Survey.** Hydrographic survey of the dredging site will be conducted by the Department upon completion of dredging activity. The after-dredge survey data will be used as information for acceptance of the dredging work and for computing the payment quantity of dredging pay items. Provide seven (7) days advance notice, in writing, and regular updates to the RE of the need for an after-dredge survey for the completed work or any divisible portion of the work separated for payment. The surveys are required for payment and for final acceptance of the project or of divisible portions of the project to be approved for payment.

The Department will make volume computations based on the BD and AD surveys of the dredging area(s) using the average end area method. The volume of material dredged for payment is defined as the volume computed between the before-dredge (BD) surveyed channel bottom surface and after-dredge (AD) surveyed channel bottom minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.21.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR SPICERS CREEK,  
CAPE ISLAND CREEK, SCHELLENGERS CREEK, DEVILS REACH AND MIDDLE THOROFARE  
CONTRACT NO. 205201403  
LOWER TOWNSHIP AND CITY OF CAPE MAY, CAPE MAY COUNTY**

The Department will perform the BD Survey and initial AD survey. The cost incurred by the Department for performing any additional AD surveys, subsequent to the initial AD survey, as a result of the Contractor not meeting the line, grade or design dredge template shape as determined by the RE, will be deducted from the monies owed the Contractor for performing the dredging work.

## STATE ATTACHMENT NO. 1

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

#### I. GENERAL

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

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

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

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

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

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

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

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

- d. The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public

Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

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

## **II. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

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

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

## **III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER**

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

## **IV. DISSEMINATION OF POLICY**

- A. All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor’s Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every 6 months, at which time the Contractor’s Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer or other knowledgeable company official will conduct the meetings.
  2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor’s Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
  3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor’s Procedures for locating and hiring minority and women workers.
- B. In order to make the Contractor’s Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies,

labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

1. Notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions will be placed in conspicuous places readily accessible to employees, applicants for employment and potential employees.
2. The Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

## **V. RECRUITMENT**

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

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

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

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

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

The Division of Public Contracts Equal Employment Opportunity Compliance has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

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

- B. The State Division of Public Contracts Equal Employment Opportunity Compliance may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.
- C. When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.
- D. It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, he will have complied with his obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department of Transportation that it has made a good faith effort to satisfy such goals. The

Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

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

## **VII. PERSONNEL ACTIONS**

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

- A. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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

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

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

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

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

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

#### **IX. UNIONS**

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

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

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

#### **X. SUBCONTRACTING**

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

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

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

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

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

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

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

## STATE ATTACHMENT NO. 2

### PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

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

## STATE ATTACHMENT NO. 3

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

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

## STATE ATTACHMENT NO. 4

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

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

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

#### II. POLICY

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

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

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

#### IV. COMPLIANCE

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

#### V. SMALL BUSINESS GOALS FOR THIS PROJECT

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

- A. This project includes a goal of awarding 2 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES**.
- B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.
- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.

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

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

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

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

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

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

#### VIII. REASONABLE OUTREACH EFFORTS

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

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

## **IX. ADMINISTRATIVE RECONSIDERATION**

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

## **X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT**

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

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

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

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

## **XII. CONCILIATION**

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

## **XIII. DOCUMENTATION**

- A. Records and Reports

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

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

#### **XIV. PAYMENT TO SUBCONTRACTORS**

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

#### **XV. SANCTIONS**

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

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

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

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

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

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

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

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