



State of New Jersey

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

CHRIS CHRISTIE
Governor

JAMIE FOX
Commissioner

KIM GUADAGNO
Lt. Governor
September 17, 2015

Mr. Thomas F. Clauss, President
Tri-State Dredging Inc.
4300 Holmesburg Avenue
Philadelphia, PA 19136

Re: NOTICE TO PROCEED

**Maintenance Dredging and Channel Improvements for Stump Creek,
Pews Creek and Leonardo State Marina Channels,
Contract No. 004201502, Old Bridge Township, Middletown Township,
Middlesex and Monmouth Counties; 100% State, UPC No: 201502,
PE No: 6110108, CE No: 2205866, DP No: 15428**

Dear Mr. Clauss:

Attached is a conformed copy of the Contract and Bond on the above-indicated project. On September 17, 2015, the Commissioner of Transportation executed the contract.

This constitutes your Notice to Proceed with the work of this contract in accordance with the provisions of Subsection 108.02 of the Specifications. As per Section 109.05 of the Specifications, estimate certificates for this project shall be dated the 30th of each month with first estimate date of October 30, 2015. Enclosed is your proposal bond, which was submitted with your bid.

All further communications in reference to the performance of this project shall be directed to:

Office of Maritime Resources

Mr. W. Scott Douglas

1035 Parkway Avenue

Trenton, NJ 08625

Telephone: 609-530-4773

Sincerely,

Anthony Genovese

Director

Division of Procurement

AG:eh

c: B. Delucia, W.S. Douglas, V.A. Brown, A. Genovese, K. Daniels, Q. Viernes,

CONTRACT AND BOND

CONTRACTOR: TRI-STATE DREDGING INC.

**PROJECT: Maintenance Dredging and Channel
Improvements for Stump Creek, Pews Creek and
Leonardo State Marina Channels,**

Contract No. 004201502,

Old Bridge Township, Middlesex County,

Middletown Township, Monmouth County,

100% State, UPC No: 201502, PE No: 6110108,

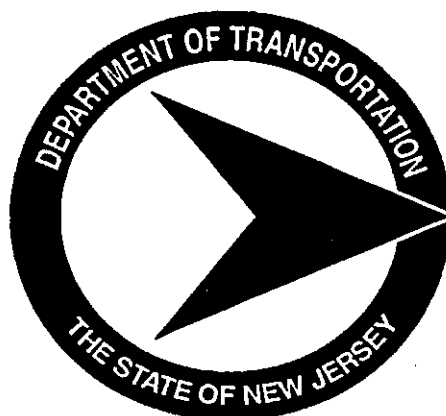
CE No: 2205866, DP No: 15428

CONTRACT NUMBER: 004201502

FEDERAL PROJECT NUMBER: 100% STATE

DP NUMBER:

15428



NEW JERSEY DEPARTMENT OF TRANSPORTATION

**Mailing
PO Box 600
Trenton, NJ 08625-0600**

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

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**Maintenance Dredging and Channel Improvements for Stump Creek,
Pews Creek and Leonardo State Marina Channels,
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PE No: 6110108, CE No: 2205866,
DP No: 15428**

Appointment of Agent By Non-Resident Contractors

Certificate of Award

Pages 1 to 38 inclusive for General, Road, and Bridge Provisions.

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

State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.

Payroll Requirements for 100 Percent State Projects.

Americans with Disabilities Act for 100 Percent State Funded Contracts.

Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.

Notice of Executive Order 125 requirement for posting of winning proposal and contract documents

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

1. Sample Equipment Schedule and Relevant Project Experience Form

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

1. Example of a Contractor's Daily Production Report – Hydraulic Cutterhead Dredging (ExampleDailyProductionCutterhead.xlsx)
2. Technical Report on the Sampling and Testing of Sediment Associated with the NJDEP/FEMA –Waterway Debris Removal and Dredging Services Contract: North Region, Zone 2: Cheesequake Creek, Stump Creek, Cheesequake Entry, Lockwood Boats Works, Brown's Boat Yard, Morgan's Marina, Olde Spye, Zuback's Heavy Metal Marine, Vikings Marina (Stump Creek Report #14_33-051_111513.PDF).
3. Technical Report on the Sampling and Testing of Sediment Associated with the NJDEP/FEMA - Waterway Debris Removal and Dredging Services Contract: North Region, Zone 2: Pews Creek (Pews Creek Report #7_33-051_111513.PDF).

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4. Technical Report on the Sampling and Testing of Sediment Associated with the NJDEP/FEMA - Waterway Debris Removal and Dredging Services Contract: North Region, Zone 2: Leonardo State Marina (Leonardo Channel Report #9_33-051_111513.PDF).
5. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number (s) 1331-15-0009.1 WFD140001 Type of Approval(s) Waterfront Development Permit/Water Quality Certificate/Acceptable Use Determination, Enabling Statute(s): NJSA 12:5-3 WFD Applicant: NJDOT OMR, Site Location: Stump Creek Channel Dredging, (Stump Creek DEP Permit.PDF)
6. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number (s) 1331-14-0020.1 WFD140001 Type of Approval(s) Waterfront Development Permit/Water Quality Certificate/Acceptable Use Determination, Enabling Statute(s): NJSA 12:5-3 WFD Applicant: NJDOT OMR, Site Location: Pews Creek Channel Dredging, Municipality: Middletown County: Monmouth (Pews Creek DEP Permit.PDF)
7. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology NJDEP File No: 1331-03-0013.4 Waterfront Development Permit (WFD150001) Project: Leonardo Marina and Channel Maintenance Dredging Middletown Township, Monmouth County (Leonardo Marina DEP Permit.PDF)
8. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Stump Creek.
9. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Pews Creek.
10. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Leonardo State Marina.

Prevailing Wage Rates for Counties of Middlesex , Monmouth and Statewide.

All additional State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone:609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at

http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html

The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

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

New Jersey Department of Transportation Code of Ethics for Vendors

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Proposal Pages 1 to 10

Disclosure of Investment Activities in Iran

Addenda No. 1 through 1 inclusive

Public Law 2005, Chapter 51

SBE Goals

Award Letter with Acknowledgement

Contract DC-81

Payment Bond

Performance Bond

Corporate Resolution

Proof of Valid Business Registration with the Division of Revenue

Certificate of Public Works Contractor Registration

Two-Year Chapter 51/ Executive Order 117 Vendor Approval

Approval as to Form

CERTIFICATE OF AWARD—"STATE" FUNDED CONTRACT

PROJECT: Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428.

A) DESIGNATION AND DESCRIPTION OF PROJECT

Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428.

(B) CERTIFICATION AS TO PUBLICATION AND NOTICE

In accordance with action taken on **July 02, 2015** by the Commissioner of Transportation in approving plans and specifications for the project described herein, advertisements were placed in compliance with R.S. 27:7-29 for bids to be received on **August 04, 2015**.

Trenton Times	on	07/16/2015, 07/23/2015 & 07/30/2015
The Cranbury Press		07/16/2015, 07/23/2015 & 07/30/2015
The Suburban		07/16/2015, 07/23/2015 & 07/30/2015
Asbury Park Press		07/16/2015, 07/23/2015 & 07/30/2015
The Courier		07/16/2015, 07/23/2015 & 07/30/2015

(C) SUMMARY OF BIDS RECEIVED

In compliance with R.S. 27:7-29-30-31 and R.S. 27:7-35.1 et seq., bids were received on **August 04, 2015**.


After receipt, all bids were examined for acceptability and accuracy. All bids were corrected when required and ranked as follows:

CONTRACTOR	BID AMOUNT
TRI-STATE DREDGING, INC. (1)	\$871,584.00

Examiner, Bureau of Construction Services:

Quintin Viernes
Name

Principal Engineer
Title



Signature

CERTIFICATE OF AWARD-"STATE" FUNDED CONTRACT

PROJECT: Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428.

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

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


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

(E) CERTIFICATION OF CONCURRENCE BY FEDERAL HIGHWAY ADMINISTRATION

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

N/A

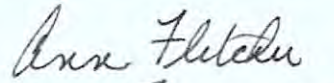
Eric Powers, Section Chief, Capital Program Coordination

N/A

Date

(F) STATUS OF FUNDS

Approved as to funds.


ANN FLETCHER

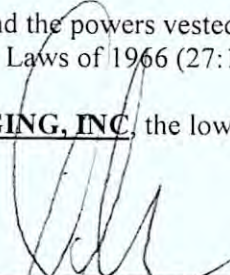
8/17/2015

ACTING ~~Director of Accounting & Auditing~~ Director of Accounting & Auditing

(G) CERTIFICATE OF AWARD

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

TRI-STATE DREDGING, INC. the lowest responsible bidder.


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

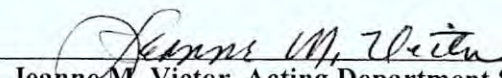
Date

8-18-15

(H) CERTIFICATION OF AWARD

The Contract was awarded to the lowest responsible bidder by the authorized representative of the Commissioner of New Jersey Department of Transportation on 8/18/15

Date


Jeanne M. Victor, Acting Department Secretary
New Jersey Department of Transportation

SPECIAL PROVISIONS

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR STUMP CREEK, PEWS CREEK AND LEONARDO STATE MARINA CHANNELS

**CONTRACT NO. 004201502
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY**

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Pages 1 to 38 inclusive.

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

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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.
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**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR
STUMP CREEK, PEWS CREEK AND LEONARDO STATE MARINA
CHANNELS - CONTRACT NO. 004201502
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY**

Cheesequake Entry, Lockwood Boats Works, Brown's Boat Yard, Morgan's Marina, Olde Spyce, Zuback's Heavy Metal Marine, Vikings Marina (Stump Creek Report #14_33-051_111513.PDF).

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10. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Leonardo State Marina.

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR
STUMP CREEK, PEWS CREEK AND LEONARDO STATE MARINA
CHANNELS - CONTRACT NO. 004201502
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY**

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.02 ABBREVIATIONS

THE FOLLOWING TERMS ARE ADDED.

The following abbreviations are used in the contract:

AD	after dredge
AIWW	Atlantic Intracoastal Waterway
CDF	Confined Disposal Facility
BCE	Bureau of Coastal Engineering
BD	before dredge
MHW	Mean High Water
MLW	Mean Low Water
NAD '83	North American Datum 1983 (Horizontal)
NAVD '88	North American Vertical Datum 1988 (Vertical)
NJICWW	New Jersey Intracoastal Waterway
OMR	Office of Maritime Resources
RE	Resident Engineer
SAV	Submerged Aquatic Vegetation

101.04 INQUIRIES REGARDING THE PROJECT

1. Before Award of Contract.

THE FIRST PARAGRAPH IS CHANGED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

2. After Award of Contract.

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

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

SECOND CRITERIA IS CHANGED TO:

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

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR
STUMP CREEK, PEWS CREEK AND LEONARDO STATE MARINA
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MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS
THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

102.03 REVISIONS BEFORE SUBMITTING A BID
THE SECOND PARAGRAPH IS CHANGED TO:

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

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS
THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

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

A pre-bid site visit to the Leonardo State Marina is mandatory for all prospective bidders in order to accurately assess the scope of work required by this contract to dredge the state marina. Dredging is required in and around existing pilings, floating docks and all other structures within the designated dredge areas shown on the plans.

1. Evaluation of Subsurface and Surface Conditions.
THE FOLLOWING IS ADDED:

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

3. Existing Plans and As-Built.

Existing Plans and As-builts used are as follows:

- a. Property Survey For Sandy Hook Cove
Lots 1,2 & 4 Block 354 Lots 3&5 Block 334 Lot 2 Block 335
Township of Middletown, Tax Map Sheet 31, Monmouth County
HDA Assoc. LLC., 542 Prospect Ave. Little Silver, NJ 07739
Dated 1/21/03
- b. State of New Jersey
Department of Environmental Protection
Division of Coastal Resources
Bureau of Coastal Engineering
Maintenance Dredging of the Leonardo State Marina With
Removal and Replacement of Various Mooring Piles with Riding Irons
Township of Middletown
County of Monmouth
Dated: Jan. 2, 1986
Scale 1"=40'

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR
STUMP CREEK, PEWS CREEK AND LEONARDO STATE MARINA
CHANNELS - CONTRACT NO. 004201502
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY

- c. State of New Jersey
Department of Environmental Protection & Energy
Natural and Historic Resources
Bureau of Coastal Engineering
Proposed Bulkhead
Leonardo State Marina
Township of Middletown
County of Monmouth
Dated: Feb. 13, 1992
Scale 1"=20'
- d. State of New Jersey
Department of Environmental Protection
Office of Engineering & Construction
Bureau of Coastal Engineering
Proposed Steel Jetty Replacement
Township of Middletown
County of Monmouth
Scale 1"=20'
- e. State of New Jersey
Bulkhead Replacement
Leonardo State Marina
Township of Middletown
County of Monmouth
Project No. P0865-00
Birdsall Engineering, Inc.
Dated: Oct. 22, 2003
Scale 1"=20'
- f. State of New Jersey
Department of Environmental Protection
Division of Engineering & Construction
Bureau of Coastal Engineering
Proposed Emergency Dredging
Leonardo State Marina
Township of Middletown
County of Monmouth
Dated: Apr. 2, 2003
Scale 1"=50'
- g. Great Lakes Dredge and Dock Company
2122 York Road, Oak Brook IL 60523
Civil Engineering / Survey Division
Project: Keansburg, NJ
Title/Survey Title: Keansburg Beach Planning
Dated: January 16, 2014
- h. U.S. Army Engineer District New York
Raritan Bay and Sandy Hook Bay Rehabilitation of Hurricane Shore Protection Project (HSPP)
FCCE/Hurricane Sandy 2013

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR
STUMP CREEK, PEWS CREEK AND LEONARDO STATE MARINA
CHANNELS - CONTRACT NO. 004201502
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY

Keansburg/East Keansburg, NJ
Keansburg Base Bid Plan
Sta 120+00 to 14+63

102.09 PROPOSAL BOND

THE FIFTH PARAGRAPH IS CHANGED TO:

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

102.10 SUBMISSION OF BIDS

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

102.15 DISQUALIFICATION OF BIDDERS

PART (10) IS CHANGED TO:

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

SECTION 104 – SCOPE OF WORK

104.03.03 Types of Changes

3. Changes in the Character of Work.

a. Differing Site Condition.

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for increased costs resulting from a Type I 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.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR
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CHANNELS - CONTRACT NO. 004201502
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY

104.03.04 Contractual Notice

THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract. If notice is not provided on Contractual Notice (Form DC-161), include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change were discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

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

104.03.08 Force Account

7. Equipment.

a. Contractor-Owned Equipment.

PART 1 IS CHANGED TO:

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

THE FOLLOWING PART IS ADDED:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

10. Subcontractors.

THE SECOND PARAGRAPH IS CHANGED TO:

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

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

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

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR
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MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY

SECTION 105 – CONTROL OF WORK

THE FOLLOWING IS ADDED:

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.01 Labor and Equipment

1. Labor

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

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

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

105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE NINTH PARAGRAPH IS CHANGED TO:

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

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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 site.

Obtain written approval of the Pipeline Route Plan from the RE prior to start of mobilization.

3. Channel Closure Plan

Prepare and submit for approval a Channel Closure Plan prior to commencement of dredging operations. Include description of allowable closure dates and times of day. Include a log of correspondence and proof of coordination with any affected marinas and the US Coast Guard. Allowable channel closure schedule is to be in accordance with Section 105.08 – 7d.

TABLE 105.05-1 IS CHANGED TO:

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

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

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

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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:

Stump Creek – Old Bridge Township, Middlesex County

ELECTRIC

JCP&L

William Uellner

One River Center

331 Newman Springs Road Red Bank, N.J. 07701

(732) 212-4246

Email: wuellner@firstenergycorp.com

TELEPHONE

Verizon

Brian Warfel

777 Parkway Avenue

Ewing, N.J. 08618

(609) 637-4062

Email: brian.w.warfel@verizon.com

WATER & SANITARY SEWER

Old Bridge Municipal Utilities Authority

Michael Roy

15 Throckmorton Lane

Old Bridge, N.J. 08857

(732) 679-8565

Email: mroy@obmua.com

GAS

New Jersey Natural Gas Company

Mr. Howard Bray

1415 Wyckoff Road

P.O. Box 1464

Wall, NJ 07719

Telephone: 732-938-6745

Fax: 732-919-7854

Public Service Electric & Gas Company

Len Pannucci

Delivery Projects and Construction

744 Broad Street, 13th Floor

Newark, N.J. 07102

(973) 430-5135

Email: len.pannucci@pseg.com

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CABLE

Cablevision
Mathew Deckman
275 Centennial Avenue
Piscataway, N.J. 08854
(732) 317-7366
Email: mdeckman@cablevision.com

Pews Creek and Leonardo State Marina – Middletown Township, Monmouth County

ELECTRIC

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

TELECOMMUNICATION

Verizon-New Jersey, Inc.
Mr. William Z. Moschberger
Southern FMC
10 Tansboro Road, 2nd Floor
Berlin, NJ 08009
Telephone: 732-357-3034

GAS

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

CABLE TELEVISION

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

WATER

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

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SANITARY

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

105.08 ENVIRONMENTAL PROTECTION

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

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

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

Also, comply with the following:

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

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

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

1. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number (s) 1331-15-0009.1 WFD140001 Type of Approval(s) Waterfront Development Permit/Water Quality Certificate/Acceptable Use Determination, Enabling Statute(s): NJSA 12:5-3 WFD Applicant: NJDOT OMR, Site Location: Stump Creek Channel Dredging.
2. State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number (s) 1331-14-0020.1 WFD140001 Type of Approval(s) Waterfront Development Permit/Water Quality Certificate/Acceptable Use Determination, Enabling Statute(s): NJSA 12:5-3 WFD Applicant: NJDOT OMR, Site Location: Pews Creek Channel Dredging, Municipality: Middletown County: Monmouth.

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3. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology NJDEP File No: 1331-03-0013.4 Waterfront Development Permit (WFD150001) Project: Leonardo Marina and Channel Maintenance Dredging Middletown Township, Monmouth County.
4. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging of Stump Creek.
5. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging of Pews Creek.
6. PENDING Department of the Army, New York District Corps of Engineers, Regulatory Branch Permit, Maintenance Dredging of Leonardo State Marina.

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

- a) Methods for protection of features to be preserved within authorized work areas. Prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historic, archeological, and cultural resources.
- b) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. Provide a written assurance that immediate corrective action will be taken to prevent pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- c) Plans showing locations of any proposed temporary excavations or embankments for haul roads, stream crossing, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- d) Methods of protecting surface and ground water during construction activities.
- e) A description of the methods and measures for the prevention of oil spills (i.e., ground cover, containment, absorbent, etc.) Include detailed procedures for dealing with any oil or contaminant spill to include but not be limited to required notifications to regulatory agencies, a spill procedure checklist, spill procedure action diagram showing activities to be performed, Contractor's staff of responsible parties, subcontract or service companies and detailed 24-hour contact information for anyone in the Contractor's activity chain.
- f) Work area plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Include measures for marking the limits in the Environmental Protection Plan

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

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

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

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

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

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

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

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

- c) **Navigable Waters.** If work is required over, on, or adjacent to navigable waters, do not interfere with the free navigation of the waterways, and ensure that the existing navigable depths are not reduced, except as allowed by permits issued for the Project. Before beginning work in or over a navigable waterway for which maintenance dredging permits have been issued, notify the Coast Guard and other agencies specified by permit condition. Refer to the permit conditions in the environmental permits listed in section 105.08 2. and provided as attachments to these Special Provisions for notification requirements and other restrictions.

- d) **Obstruction of Channel -** The Department is not responsible for keeping the channel free from vessels or other obstructions. Marine traffic in the immediate project area consists of pleasure and commercial vessels, including fishing vessels, and occasional barge and tug traffic. Local marine traffic has precedence over the dredging operations, except as approved in the Channel Closure Plan. Channel closures must be performed in accordance with the following schedule:

April 1 – September 30 of any given year (Except as listed below)

Monday 9 AM through Thursday 9 PM – Anytime

Thursday 9 PM through Monday 9 AM – No Channel closures allowed

October 1 – March 31 of any given year

Monday through Sunday – Anytime

In addition Channel Closures will not be permitted during the following holidays or events:

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

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Note:

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

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

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

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

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

- e) **Hazardous Material.** If evidence of hazardous material not specified in the Contract is discovered, immediately cease construction operations and notify the RE. Do not resume construction operations in that area until the Department provides direction.
- f) **Disposal of Solid Wastes.** Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Conduct all handling and disposal in accordance with Federal, State, and local regulations. Any solid waste found on the Leonardo State Marina Confined Disposal Facility site prior to the start of construction activities is to be collected and placed on site, at the direction of the RE, for removal and disposal by others.
- 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.

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- j) **Protection of Air Resources.** Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Perform all activities, equipment, processes and work operations in strict accordance with the applicable air pollution standards of the State of New Jersey and all Federal emission and performance laws and standards.
- k) **Sound Intrusions.** Keep construction activities under surveillance and control to minimize damage to the environment by noise.
- l) **Preservation and Restoration of Landscape and Marine Vegetation Damages.** Restore all landscape features and marine vegetation damaged or destroyed during construction operations outside the limits of the approved work areas. Place swing anchors at the minimum distance outside the channel toes to provide for efficient maneuvering of the dredge, and to avoid damage to vegetation.

THE FOLLOWING SUBSECTION IS ADDED:

105.11 ACCESS TO THE WORKSITE

Water access to the dredging sites is from the Atlantic Ocean, Raritan Bay, and NJICWW. Access to shore side work and to watercraft transport locations may be made via the interstate highway system, the New Jersey Turnpike, Garden State Parkway, State Highway Route 35, State Highway Route 36, and local streets in the Old Bridge Township and Middletown Township areas.

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

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

SECTION 107 – LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

THE FOURTH PARAGRAPH IS CHANGED TO:

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

107.09 INDEPENDENT CONTRACTOR

THE ENTIRE SUBSECTION IS CHANGED TO:

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

107.12.01 Satisfying the Notice Requirements

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

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

107.12.02 Steps

3. Step III, Claims Committee.

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING SUBSECTION IS ADDED

107.17 COMMUNICATION WITH THE NEWS MEDIA

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

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

THE FOLLOWING SUBPART IS ADDED TO THE FIRST PARAGRAPH:

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

1. Values and Quantities.

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1. There are no Specialty Items in this Project.

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

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

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

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5. Within 10 days of Contract Award, Notify the RE of the proposed starting date for dredging operations.
6. Notify the RE at least fourteen (14) days before dredging operations commence so that a before-dredging survey can be completed prior to the start of dredging.

108.03 DAILY COMMUNICATIONS

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

For any dredge utilized, prepare and submit a Daily Report of Operations each contract day in an approved electronically-transmitted format. An example daily production report with the categories and types of data required is included as an attachment to these Special Provisions. Report additional information as directed by the RE, on the daily report to match the work being performed on the project. Submit for approval the format of the Daily Report of Operations and the submittal process prior to the start of dredging operations. For reporting purposes, the work day runs from midnight to midnight. Submit this report on a daily basis (by 11:00 AM the following work day) and not in groups for multiple days. Include copies of the original leverman's delay log with each Daily Report of Operations. Describe and record delays for any period when the dredge pump is not operating and pumping dredged material. Record operating delays in 5 minute intervals.

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

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

Further instructions on the preparation of the reports will be furnished at the Pre-Construction Meeting.

108.06 NIGHT OPERATIONS

2. Visibility Requirements for Workers and Equipment.

THE FIRST PARAGRAPH IS CHANGED TO:

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

108.10 CONTRACT TIME

- A. Complete all work required for Substantial Completion on or before December 25, 2015.
- B. Achieve Completion on or before January 25, 2015.

Adhere to the environmental timing restrictions included in the approved environmental permits listed in section 105.08 2.

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:

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Both the dredging and placement site areas are exposed and subject to severe weather conditions and extreme tidal occurrences. Weather information for the area can be obtained from the National Weather Service (NOAA). The types of weather delays referenced in Table 108.11.01-1 of the Standard Specifications are not applicable to dredging and placement activities associated with dredging operations. The RE will assess any delay claims due solely to weather and will extend Contract Time for excusable, non-compensable delays due to extreme weather at his sole discretion.

THE LAST PARAGRAPH IS CHANGED TO:

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

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

THE FOLLOWING IS ADDED AFTER THE 2ND PARAGRAPH:

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

108.18 SUBSTANTIAL COMPLETION

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

As part of the inspection, the Department will perform one after-dredge survey at each channel reach as specified in Section 202.04.

THE LAST SENTENCE IN THIS SECTION IS CHANGED TO:

The date of Substantial Completion is the date of receipt of a contractor supplied progress survey that demonstrates full clearance at each channel reach of the required dredging template or Department-performed AD survey at each channel reach demonstrating full clearance, whichever occurs first.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$1,400.
- B. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$700.

THE FOLLOWING IS ADDED:

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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:

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

THE TENTH PARAGRAPH IS CHANGED TO:

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

109.06 MATERIALS PAYMENTS AND STORAGE

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

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

109.07 BONDS POSTED IN LIEU OF RETAINAGES

THE FIRST PARAGRAPH IS CHANGED TO:

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

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109.09 AUDITS

THE FOLLOWING IS ADDED:

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

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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:

9. Per project aggregate.

152.04 MEASUREMENT AND PAYMENT
THE FOLLOWING ITEMS' PAY UNITS ARE REVISED TO:

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

THE LAST PARAGRAPH IS CHANGED TO:

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

SECTION 153 – PROGRESS SCHEDULE

SECTIONS 153.03.01 AND 153.03.02 ARE DELETED IN THEIR ENTIRETY

153.03.03 Bar Chart Progress Schedule and Updates

A. Schedule.

THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

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

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

Prior to commencement of dredging operations, submit a fully developed construction schedule within 7 days after Award. Indicate on the bar-chart schedule or equivalent type schedule in detail each construction activity for dredging, beachfill, and the individual filling/settling/decanting periods of the Leonardo confined disposal facility (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 for beach fill. Assign the duration, man-hour loading, and Contractor's dollar value to each activity. Indicate the work calendar for each activity. Include separately a detailed list of the equipment to be utilized. The format and details of the 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 the channel segment. For Stump Creek the beachfill must begin from the eastern limit of placement and progress continually with full sections to the west; for Pews Creek the beachfill must begin from the western limit of placement and progress continually with full sections to the east. Provide a schedule of operation for the filling, settling and draining of the Leonardo CDF. 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.

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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.

SECTION 154 – MOBILIZATION

154.03.01 Mobilization

THIS SECTION IS REPLACED WITH THE FOLLOWING:

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

The work covered by this section also includes the following:

1. Mobilization, demobilization and relocation of dredging, towing, transport, attendant plant and equipment required for performance of all specified dredging work. This also includes any initial mobilization and interim mobilizations between project locations.
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.
4. Satisfactory submittal of all pre-work submittals

154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING SECTION IS REPLACED WITH THE FOLLOWING:

The Department will make payment for the Item as follows:

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

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

- 1) 30% of the lump sum price upon completion of the Contractors initial mobilization to the work site and commencement of actual dredging as determined by the RE.

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- 2) 20% of the lump sum price upon completion of the Contractors interim mobilization to the second work site and commencement of the actual dredging at the second work site as determined by the RE.
- 3) 20% of the lump sum price upon completion of the Contractors final mobilization to the third work site and commencement of the actual dredging at the third work site as determined by the RE.
- 4) Payment of the remaining 20% of the lump sum bid price upon completion of all the work.

Initial and interim mobilizations will be deemed complete after the first 24 hour period at each work site in which the Contractor places the first 1000 CY per day for the dredged plant prescribed in Section 202.

Should the amount represented by 30% for initial mobilization and 20% for each subsequent interim mobilization of this bid item 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 each of the partial payment periods. Should it be determined that 30% of this bid item is in excess of actual initial mobilization costs, and 20% of this bid item is in excess of the actual interim mobilization costs, the actually substantiated cost amounts will be paid at the time of each mobilization and the remaining amount of the bid item will be paid with the payment for completion of the work.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office

4. Communication Equipment.

- a. **Telephones.** Provide 1 cordless phone with auto-switching.
- c. **Cell Phones.** Provide 2 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage, unlimited push-to-talk/ walkie-talkie usage and an anticipated monthly usage of 900 any-time minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:
 1. Push to Talk / Walkie-Talkie capable
 2. Camera with 2 megapixel picture capability
 3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
 4. Equipped with a hands-free headset
 5. Base charger and car charger
- d. **Computer System.** Provide a computer system meeting the following requirements:
 - 1 computer configuration meeting the following:
 1. Equipped with an Intel Premium IV processor with Hyper Threading technology or equal having a clock speed of 3.5 GHz or faster, 4 GB RAM, 512 MB Video RAM, 200 Gigabyte hard drive designated as drive C, one DVD (+/-) Writer Drive, one CD-R Recordable Drive. Ensure the system is USB 2.0 compatible and has at least two front USB ports Include Keyboard, optical mouse and 2 piece desktop speakers.
 2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least one wired Ethernet switch.
 3. High-speed broad band connection and service with a minimum speed of 3 Megabits per second (mbps) with dynamic IP address for the duration of the project.
 4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.
 5. 40 Gigabyte or larger external drive with backup software for MS-Windows, and fifteen corresponding formatted data cartridges corresponding to the tape drive size.
 6. 1 Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.
 7. Uninterruptible power supply (UPS).

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8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.
9. 1 Computer workstation, chair, printer stand, and/or table having both appropriate surface and chair height.
10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

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

Also provide:

5 USB 8 GB Flash/Jump memory drives

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

1 color laser printer and supplies as follows:

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

Software as follows:

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

THE THIRD PARAGRAPH IS CHANGED TO:

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

- 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).

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

PART (1) IS CHANGED TO:

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

PART (1) AND (2) ARE CHANGED TO:

1. **Two (2) digital cameras.** Such as Canon PowerShot SX20 or approved equal, GPS enabled, integrated flash, auto focus, 12.1 mega pixel, 20x optical zoom, 3.0" LCD screen, USB port and any required accessories, such as adaptors, and battery charging module.

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- i. Two (2) Camera carrying cases
- ii. Replacement Batteries as requested by the RE
- iii. Two (2) Sets of 16 GB compatible memory cards

7. Inspection Equipment.

- 1. 1 Calculator with trigonometric capability
- 2. 1 Date/ Received stamp and ink pad
- 3. 1 Cloth tape, 100 feet
- 4. 1 Illuminated measuring wheel
- 5. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.
- 6. 4 Safety garments - orange, reflectorized, 360° high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.
- 7. 4 sets of Mustang Survival Model No. MS2175 22 survival suits or approved equal
- 8. 4 Sets of rain gear with reflective sheeting
- 9. 4 Sets of hearing protection with a NRR rating of 22 dB
- 10. 4 Sets of eye protection according to ANSI Z87.1
- 11. 4 Lantern flashlights, 6V with monthly battery replacements
- 12. 2 Hard Bound Daily Diaries, 5-½" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.
- 13. 25 Legal size hanging folders
- 14. 25 Legal size manila file folders - three tab
- 15. 10 Adult Sized USCG Approved Floatation Devices
- 16. 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 operation and maintenance 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.

Stump Creek

The Project Vertical Datum for dredging is MLW. MLW is 2.67 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control plan is included in the contract plans. The project vertical datum for the beach fill design and placement area is the North American Vertical Datum of 1988 (NAVD '88) The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Pews Creek

The Project Vertical Datum for dredging is MLW. MLW is 2.54 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control plan is included in the contract plans. The project vertical datum for the beach fill design and placement area is the North American Vertical Datum of 1988 (NAVD '88) The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

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Leonardo State Marina

The Project Vertical Datum for dredging is MLW. MLW is 2.62 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control ties and the control point locations are included in the contract plans. The project vertical datum for the confined disposal facility operation is the North American Vertical Datum of 1988 (NAVD '88) The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Furnish such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations referenced in the Contract plans and specifications. Maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor or through its negligence, prior to their authorized removal, they may be replaced by the Department, at its discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The RE may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

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

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

Item

CONSTRUCTION LAYOUT

Pay Unit

DOLLAR

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

Where:

CL = Adjusted payment for CONSTRUCTION LAYOUT.

CL_B = Bid price for CONSTRUCTION LAYOUT.

C_O = Original Contract Price.

C_F = Final Contract Price.

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

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

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

158.03.02 SESC Measures

15. Construction Driveway

THE FOLLOWING ADDED AFTER THE FIRST PARAGRAPH:

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Obtain approval from the RE and the affected municipalities on the size and location of three construction driveways; one at each of the beachfill locations and one at the CDF site.

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

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

19. Oil-Only Emergency Spill Kit.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

158.03.04 Biological Survey for Piping Plover and Least Tern

Perform a survey for the presence of either Piping Plover or Least Terns before any dredged material placement can occur at either beachfill location between April 1 and August 15 of any given year. Conduct the survey using a qualified biologist and prepare a report for submission to the Office of Dredging and Sediment Technology. If there is a presence of either piping plover or least terns, no work may occur between April 1 and August 15 of any given year.

158.04 MEASUREMENT AND PAYMENT
THE FOLLOWING ITEM IS ADDED:

Item
BIOLOGICAL SURVEYS

Pay Unit
LUMP SUM

SECTION 159 – TRAFFIC CONTROL

159.03.02 Traffic Control Devices

1. Construction Signs

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH

Furnish, install and maintain three project signs throughout the project duration. Construct the signs as shown in the Contract Plans. Place the sign at the locations as directed by the RE.

SECTION 160 – PRICE ADJUSTMENTS

THE ENTIRE TEXT OF THIS SECTION IS DELETED.

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

SECTION 202 – EXCAVATION

THE TITLE OF THIS SECTION IS CHANGED TO THE FOLLOWING:

SECTION 202 – EXCAVATION AND DREDGING

202.01 DESCRIPTION

THE FOLLOWING IS ADDED:

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

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

202.02 MATERIALS

THE FOLLOWING SUBPART TITLE IS INSERTED BEFORE THE FIRST PARAGRAPH:

202.02.01 Materials

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

202.02.02 Equipment

Provide equipment as specified:

The minimum size standard of the dredge plant is:

1. A minimum of 300 installed horsepower on the dredge exclusive of any boosters with a minimum of 200 HP on the main pump.
2. A minimum ten inch (10") suction pipe with a minimum ten inch (10") discharge line.
3. Proven capacity of the proposed vessel(s) including associated booster pumps to yield average production rates sufficient to ensure timely completion of the work under similar conditions to this

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project, including material type, pipeline lengths, dredging constraints (such as pilings, docks, etc.), 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 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 beach fill placement areas and confined disposal facility 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 and transport for disposal the 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

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U.S. Coast Guard Instruction M16672.2, Navigation Rules: International - Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

202.03.16 Inspection

Inspection requirements:

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

202.03.17 Notification of Coast Guard and the NJDEP Bureau of Coastal Engineering

1. **Navigation Aids** – Only the U.S. Coast Guard or Bureau of Coastal Engineering is permitted to remove navigation aids located within or near the areas required to be dredged in advance of dredging operations. 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. Take measures, including but not limited to temporary fencing, to exclude the public from the beachfill placement sites and active work areas. The State will close the Leonardo State Marina to the public and have it clear of any vessels prior to the anticipated dredging period for that work site.

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

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

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

202.03.19 Utility Crossing

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

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202.03.20 Dredge Pipelines

- 1. Dredge Discharge Pipeline** - Plainly mark the pipeline locations with conspicuous stakes, targets, and/or lighted buoys, and maintain them throughout the contract operations. Maintain a watertight dredge discharge pipeline to prevent spilling of dredged material or slurry outside of the intended placement area. During dredging operations, conduct continual inspections of the full length of the pipeline. Should breaks, spillage, leaks in the pipeline, or excessive turbidity occur, cease dredging immediately and do not resume dredging until the necessary pipeline repairs have been completed. Inform the RE at what time the problems were found, time when action was taken to correct the problems and time that dredging resumed. Include a detailed description of the incident on the Daily Production Report.
- 2. Submerged Pipeline** - In the event the Contractor elects to submerge its pipeline, rest the pipeline on the bottom. Place the pipeline so that the top of the submerged pipeline and any anchor securing the submerged pipeline is no higher than the required project depth within the channel. Should a pipeline material, which is buoyant or semi-buoyant (such as HDPE pipe, or similar materials) be used, securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. Remove all anchors when the submerged pipeline is removed. Mark the location of the entire length of submerged pipeline with signs, buoys, and lights, conforming to U.S. Coast Guard regulations. Provide and maintain a location drawing of the dredge pipeline from the dredge discharge to the shore landing on the dredge, and update daily in order to provide the RE with current pipeline location information at all times.
- 3. Floating Pipeline** - Consider a pipeline as floating if it is not placed and anchored on the bottom. Clearly mark and maintain visibility of the floating pipeline on the surface. Do not, in any case, allow the pipeline to fluctuate between the surface and the bottom, or lie partly submerged. Install lights on the floating pipeline as required under Subsection 202.03.15. Properly support and display the lights according to USCG regulations. Where the pipeline does not cross a navigable channel, space the flashing yellow all-around lights not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard rules and regulations, in which case the requirements of the U.S. Coast Guard shall govern.
- 4. Road Crossings** - Submit a Pipeline Route Plan to the RE for approval in accordance with Section 105.05 prior to installing any road crossings. Submit details of any road crossings of the pipeline as part of the required plan.

202.03.21 Dredge Template

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

Payment will be made for the material actually removed to the template lines and widths to a required depth of -5 feet MLW and material within an over depth tolerance (measured vertically) of one (1) foot below the required dredging template for the maintenance dredging of Leonardo State Marina Channel.

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 shown on 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

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noise. Minimize the use of horns and whistle signals to absolute necessity in order to perform as quiet an operation as possible.

202.03.22 Placement of Dredged Material to Beach Fill

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

For acceptance, place and grade the beach fill berm and slope to a tolerance of plus or minus 0.5' from the intercept of Mean Tide Line (Elevation -0.15 NAVD88 for Stump Creek beach placement and -0.20 NAVD'88 for Pews Creek beach placement) and higher. Fill placed below the Mean Tide Line does not require further grading and may remain at the natural slopes developed.

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

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

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

Maintain access to the public areas of the beach. Take measures, including but not limited to temporary fencing, to restrict access of the general public from the active work site.

Survey the beach placement areas no more than fourteen (14) days prior to the commencement of dredging operations. Employ an independent registered land surveyor licensed in the State of New Jersey, and experienced in land surveying. Conduct surveys in accordance with U.S. Army Corps of Engineers Engineer Manual, EM 1110-1-1005, CONTROL AND TOPOGRAPHIC SURVEYING. Reference surveys to New Jersey State Plane Grid Coordinate System 1983 North American Datum 1983 (NAD '83) and North American Vertical Datum 1988 (NAVD '88). The survey control data are included in the plans.

Survey the existing ground levels of the beach placement area prior to any disturbances in accordance with these Special Provisions. Conduct the topographic surveys under the review of the RE, unless directed otherwise.

Survey cross sections at a minimum of 50-foot intervals along the proposed baselines of construction into the beach placement area with surveyed points spaced not more than 10 feet apart, at any break in slope, and sufficient additional points as necessary to accurately represent the existing conditions.

Provide the following deliverables signed and sealed by a New Jersey Licensed Professional Land Surveyor for use in determining the existing conditions:

1. A topographic map showing spot elevations and contours at a minimum of 1' intervals in NAVD '88 vertical datum for the existing pre-construction condition.
2. Plotted cross-sections showing pre-existing ground lines;
3. *.XYZ data files of the existing condition survey results.

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202.03.23 Placement of Dredged Material into the designated confined disposal facility.

A pre-bid site visit to the Leonardo State Marina is mandatory. Dredging in and around the existing pilings and docks is an explicit requirement of this contract. The Marina will be closed and free from vessels prior to the commencement of dredging operations. Deposit all materials transported from the channel dredging into the CDF placement areas within the lines and grades as shown on the plans except as may be modified by the RE. As built surveys of the CDF will be furnished to the Contractor prior to start of dredging.

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.

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) foot below the minimum top of dike elevation. Do not decant water while filling the CDF. 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.

202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

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

THE FOLLOWING IS ADDED:

The total amount of material dredged, transported, and placed in the designated placement sites and to be paid for under the respective pay items is measured by the cubic yard (CY) in place by computing the volume between the bottom surface shown by the soundings of the last survey performed immediately before dredging and the bottom surface shown by the soundings of an after-dredge survey made as soon as practicable after dredging has been completed for the project minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.21.

The Department will perform the immediate before and one after dredging survey in accordance with the requirements of Section 202.04 Dredge Quantity Surveys, of these Special Provisions. The Department will compute the volume removed and paid for under this portion of the contract by using the average end area method. Determination of the quantities removed after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

Dredge Quantity Surveys

The before dredging (BD) and after dredging (AD) hydrographic surveys are required for payment and for final acceptance of the project and only one AD survey per site will be performed by the Department. BD and AD quantity surveys will be conducted by the Department, and the Department will utilize the data derived from these surveys in computing the quantities of work performed and the actual construction completed and in place. Surveys will be performed according to the latest edition of the U.S. Army Corps of Engineers Engineering Manual (EM) 1110-2-1003

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entitled "HYDROGRAPHIC SURVEYING." The RE will review the AD survey data to determine if the dredging performed by the Contractor is in accordance with the proposed lines and grades shown on the plans. If the RE determines that the dredging does not conform to the plans, take corrective measures and perform the work necessary to remedy the deficiencies identified by the RE. Upon completion of the corrective work, notify the RE of the need for an additional AD survey. If acceptability is not achieved after performing an additional AD survey of the work, or a segment of the work (if the Contract is divided into segments), a meeting will be held between the Contractor and the RE to expeditiously resolve the issue causing rejection of the survey. Costs of Contractor equipment and personnel standby time, if any, to resolve any deficiencies including failure to meet the proposed lines and grades of the dredge template is at the Contractor's expense. Contractor standby time to allow completion of the final Department AD survey at the end of the dredging work will be allowed as non-compensable extension of the Contract Period. No payment will be made to the Contractor for such standby time. Such allowance will not be made for any delays elected by the Contractor for interim phases between initial AD surveys and acceptance AD surveys.

1. **Before-Dredge Survey.** Hydrographic survey of the dredging areas will be conducted by the Department prior to the start of dredging activity. The before-dredge (BD) survey data will be used as information for computing the payment quantity of dredging pay items. Provide 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 sites will be conducted by the Department upon completion of dredging activity. The after-dredge survey data will be used as information for acceptance of the dredging work and for computing the payment quantity of dredging pay items. Provide 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 areas using the average end area method. The volume of material dredged for payment is defined as the difference between the before-dredge (BD) and after-dredge (AD) surveys minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.21.

The Department will perform the BD Survey and one initial AD survey of each entire work area. The Contractor may perform interim AD surveys, at no additional cost to the State, and seek interim payment from the State for the segmented dredged areas. Final pay volumes will be made based on initial BD and final AD surveys, with any interim payments being subtracted from the monies due the Contractor for performing the dredging work. The cost incurred by the Department for performing any additional AD surveys, subsequent to the initial AD survey, as a result of the Contractor not meeting the line, grade or design dredge template shape as determined by the RE, will be deducted from the monies owed the Contractor for performing the dredging work.

STATE ATTACHMENT NO. 1

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

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

IV. DISSEMINATION OF POLICY

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

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

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

V. RECRUITMENT

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

VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS

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

**MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS
 AND SUBCONTRACTORS**

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

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

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

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

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

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

VII. PERSONNEL ACTIONS

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

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

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

VIII. TRAINING AND PROMOTION

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

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

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

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

IX. UNIONS

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

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

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

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

X. SUBCONTRACTING

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

XI. RECORDS AND REPORTS

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

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

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

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

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

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

STATE ATTACHMENT NO. 2

PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

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

STATE ATTACHMENT NO. 3

AMERICANS WITH DISABILITIES ACT 100% STATE FUNDED CONTRACTS

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

STATE ATTACHMENT NO. 4

SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT 100% STATE-FUNDED CONTRACTS

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

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

II. POLICY

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

III. CONTRACTOR'S SMALL BUSINESS OBLIGATION

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

IV. COMPLIANCE

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

V. SMALL BUSINESS GOALS FOR THIS PROJECT

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

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

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

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

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

VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS

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

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

VIII. REASONABLE OUTREACH EFFORTS

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

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

IX. ADMINISTRATIVE RECONSIDERATION

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

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

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

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

XI. CONSENT BY DEPARTMENT TO SUBLETTING

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

XII. CONCILIATION

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

XIII. DOCUMENTATION

A. Records and Reports

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

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

XIV. PAYMENT TO SUBCONTRACTORS

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

XV. SANCTIONS

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

STATE ATTACHMENT NO. 5

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

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

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

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

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

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

EQUIPMENT SCHEDULE
FORM TO BE SUBMITTED WITH WORK PLAN

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

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

RELEVANT PROJECT EXPERIENCE
FORM TO BE SUBMITTED WITH WORK PLAN

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

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

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):	

You have successfully completed your Prevailing Wage Rate Determination Request.

OFFICIAL WAGE RATE DETERMINATION

Click on the following links to obtain the actual wage rates (PDF) for the counties Selected :

[MIDDLESEX](#) , [MONMOUTH](#) , [STATE WIDE RATES](#)

After you write or print the confirmation number, you may "read" the Official Wage Determination that you requested (this will be opened with the Acrobat Reader).
Once you view the Wage Determination, you may save it to your local disk drive (using the floppy disk icon) or print it on a local printer.

[Please click here to go back and submit another application for a different project](#)

Your confirmation number is 060792.

Print

Close Window

IP ADDRESS: 160.93.159.8

Confirmation Number: 060792

DATE OF REQUEST: AUG 20 2015 08:25:46

PUBLIC BODY (OWNER) WHO WILL BE AWARDED CONTRACT:

Name: NJDOT

FEIN: 000000000

Address: 1035 Parkway Avenue

City: Trenton

State: NJ

Zip Code: 08625

Project Number: DP 15428

REQUESTING OFFICER:

Officer Name: Quintin Viernes

Title:

FEIN: 000000000

Company Name: NJDOT

Address: 1035 Parkway Avenue

City: Trenton

State: NJ

Zip Code: 08625

Phone Number:

Email Address:

Proposed Advertising Date: 16-JUL-15

Estimated Value of Contract: \$1

OFFICER WHO WILL RECEIVE CERTIFIED PAYROLL:

Name: Amadeo Miro

Company Name: NJDOT
Address: 1035 Parkway Avenue
City: Trenton
State: NJ
Zip Code: 08625

DESCRIPTION OF WORK:

Maint Dredging and Channel Improvts for Stump, Pews Creek and Leonardo State Marina
Channels, Cont. No. 004201502

LOCATION:

Address:
City: Old Bridge, Middletown

Counties: MIDDLESEX, MONMOUTH,

NEW JERSEY DEPARTMENT OF LABOR PREVAILING WAGE RATE DETERMINATION

The following information applies to all rate categories in the
attached Prevailing Wage Rate Determination:

KEY TO ABBREVIATIONS:

AF = Assistant Foreman Rate Per Hour	LAM = Layout Man Rate Per Hour
AGF = Assistant General Foreman Rate Per Hour	LF = Lead Foreman Rate Per Hour
B = Benefit Rate Per Hour	LM = Lead Man Rate Per Hour
CS = Cable Splicer Rate Per Hour	PH = Probationary Helper Rate
D = Effective Date of Wage Rate	Per Hour
DF = Deputy Foreman Rate Per Hour	PR = Plan Reader Rate Per Hour
F = Foreman Rate Per Hour	RT = Radio Tower Rate Per Hour
GF = General Foreman Rate Per Hour	SF = Sub-Foreman Rate Per Hour
H = Helper Rate Per Hour	T = Total Rate Per Hour
J = Journeyman Rate Per Hour	WF = Working Foreman Rate Per Hour

FRINGE BENEFITS:

Fringe benefits are an integral part of the prevailing wage rate and are in addition to those wages calculated as rate per hour. Employers not paying these benefits to a payee designated in a collective bargaining agreement shall pay the benefits directly to the employee on each pay day.

ASTERISK:

When an asterisk (*) appears below a date, it indicates that there will be a future allocation between the hourly rate and the fringe benefit rate. The total rate is indicated under the future effective date.

NOTE:

SNOW PLOWING CONTRACTS ARE NOT COVERED UNDER THE
NEW JERSEY PREVAILING WAGE ACT.



STATE of NEW JERSEY
DEPARTMENT OF LABOR
P.O. BOX 389
TRENTON, NJ 08625-0389

THIS FORM MUST BE COMPLETED BY THE PUBLIC BODY (Owner)

Date of Determination: _____ **Confirmation Number:** _____

Please provide information, as soon as available, as indicated below, and return to:

Public Contracts Section
Division of Wage and Hour Compliance
P.O. Box 389
Trenton, NJ 08625-0389

Owner-Department Agency: _____

Description of Work: _____

Location where work will be performed: _____

Municipality: _____ **County:** _____ **Value of Contract:** _____

Certified Payroll Official: _____

Contractors: _____

Date job to start (or started): _____



State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

August 10, 2015

LISTED CONTRACTORS AND SUBCONTRACTORS

PURSUANT TO N.J.S.A 34:11-56.37 AND 34:11-56.38 OF THE PREVAILING WAGE ACT

NO PUBLIC WORKS CONTRACT MAY BE AWARDED TO ANY OF THE FOLLOWING CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IN WHICH THEY HAVE AN INTEREST UNTIL THE EXPIRATION DATE GIVEN.

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
360 Golf, LLC Michael Lenec, Partner Devin Lemere, Partner	300 Mamaroneck Avenue, #733, White Plains, NY 10605 300 Mamaroneck Ave, White Plains, NJ 10605 300 Mamaroneck Ave, # 133, White Plains, NY 10605	06/29/2018
4 S Logging & Lumber Co., Inc. George Heigel, Vice-President Carole Johnson, Secretary Shawn Sheeley, President	130 Sheeley Road Ext., Kersey, PA 15846 350 Main Street, Kersey, PA 15846 390 Seneca Road, St marys, PA 15857 130 Sheeley Road, Kersey, PA 15846	05/29/2016
A & H Contracting, Inc.	33 Eastwood Blvd., Manalapan, NJ 07726	05/27/2017
A & M Remodelling Artem Melnyk, Member	10017 Jeans Street, 1st Floor, Philadelphia, PA 19116 8653 Glenloch Street #2, Philadelphia, PA 19136	11/15/2015
A.J. Skora Inc. Andrzej Skora, President	1982 Route 9, Toms River, NJ 08753 67 Cox Cro Road, Toms River, NJ 08755	08/18/2016
A.V. Construction, Inc. Michael Verduci, President	12 Verduci Dr., Newtown, PA 18940 12 Verduci Drive, Newtown, PA 18940	05/25/2018
AB Contracting & Developmernt LLC Michael Santos, President	191 Central Ave, 2nd Floor, Newark, NJ 07101 988 Johnson Place, Apt 4, Union, NJ 07083	11/26/2016
ACC Construction LLC Christopher Zimmermann, President	2303 Owen Ct., Toms River, NJ 08755 2303 Owen Court, Toms River, NJ 08755	02/11/2016
ACC Contractors Corp. Robert Lueders, Owner	105 11th Street, Hoboken, NJ 07030 1008 Ridge Drive, Union, NJ 07083	05/21/2016
Advanced Spray Technology Robert Woods, President	6384 Tollgate Road, Zionsville, PA 18092 6384 Tollgate Road, Zionsville, PA 18092	01/14/2016
Advantage Contracting & Entertainment Services Inc John H. Madara, President	319 Terrace Street, Rahway, NJ 07065 319 Terrace St, Rahway, NJ 07065	05/07/2018
All County Pipeline & Site Excavation Inc. Christine Charles, Vice-President Eric Charles, President	164 Ball Ave, Parsippany, NJ 07054 396 Cherry Lane, Mendham, NJ 07945 396 Cherry Lane, Mendham, NJ 07945	04/21/2017

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

Allied Construction LLC.	100 Dobbs Lane, Suite 102, Cherry Hill, NJ 08034	10/21/2016
Allied Construction Management, LLC		
Alfred Sciubba, Managing Member	3 Chadwick Drive, Voorhees Twp., NJ 08043	
IC Industries LLC	P.O. Box-760, Holmdel, NJ 07733	08/04/2016
Denise Mautone, Member	18A South Bears Street, Holmdel, NJ 07733	
Anna Mautone, Member	88 Stilwell Road, Holmdel, NJ 07733	
Lisa Mautone, Member	25 Roberts Road, Holmdel, NJ 07733	
American Air Systems Group	10 Franklin Avenue, Edison, NJ 08837	10/01/2015
Thomas O'Connell, President	499 Grace Hill Road, Monroe Twp, NJ 08837	
American Eagle Contractor, Inc.	420 Broadway, Long Branch, NJ 07740	08/11/2017
Agustin Zuniga, President	420 Broadway, Long Branch, NJ 07740	
American Welding Services	1041 Glassboro Rd D-2, Williamstown, NJ 08094	07/09/2017
American Welding Services, Inc.		
Brian O'Shea, Owner	1041 Glassboro Rd. D-2, Williamstown, NJ 08094	
Anchorage Construction Corp.	95 Wall Street, Suite 506, New York City, NY 10005	02/06/2016
Lauren Campanella, President	948 Sinclair Avenue, Staten Island, NY 10309	
Andre Campanella, Vice-President	948 Sinclair Ave, Staten Island, NY 10309	
Anew Fence & Railings	292 Church Street, Aberdeen, NJ 07747	09/16/2015
Donald Eastmond, Owner	292 Church Street, Aberdeen, NJ 07747	
Area Fuel	207 Butler Ave, Staten Island, NY 10307	02/17/2018
Paul Grillo, Owner	207 Bulter Ave, St. Island, NY	
Paul Grillo, Owner	207 Butlerr Ave, Staten Island, NY 10307	
Arteo Contracting & Development	35 Elmwood Ave, Unit 2B, Union, NJ 07083	08/26/2016
Arteo Contracting & Development, Inc.		
Peter Santos, President	35 Elmwood Ave, Unit 2B, Union, NJ 07083	
B & B Atlantic LLC	526 Sheridan Ave., Roselle, NJ 07203	12/01/2016
Florian Dobre, Partner	526 Sheridan Ave, Roselle, NJ 07203	
Barzzini Construction	65 Fern St, Browns Mills, NJ 08015	09/15/2017
John Sorrentino, Owner	65 Fern St, Browns Mills, NJ 08015	
BCA Trucking LLC	10 Pleasant Place, Kearny, NJ 07032	08/04/2016
BCA Trucking, LLC	P.O. Box 5806, Newark, NJ 07105	08/04/2016
David Bastos, Managing Member	10 Pleasant Place, Kearny, NJ 07032	
Bechi Contracting LLC (EBA Painters)	549 Summit Ave, Maplewood, NJ 07470	03/25/2016
Bechi Contracting LLC		
Rony Barahona, Member	549 Summit Ave, Maplewood, NJ 07040	
Beckett Enterprises, Inc.	P.O. Box 334, Malaga, NJ 08328	01/05/2017
Wesley J. Beckett Jr., President	110 Oak Avenue, Malaga, NJ 08328	
Blue Skies Electric L.L.C.	326 Coles Mill Road, Williamstown, NJ 08094	01/06/2017
Scott Frasca, Manager	326 Coles Mill Road, Williamstown, NJ 08094	
Rachel Frasca, Owner	326 Coles Mill Road, Williamstown, NJ 08094	
BP Enterprises, Inc.	408 West 129th Street, Apt. 7, New York City, NY 10027	01/13/2016
Branson Pickney, Owner	408 West 129th Street, Apt. 7, New York, NY 10027	
Brian Patterson Mechanical Contracting, Inc.	5 Cindy Lane, Ocean, NJ 07712	03/29/2018
Brian Patterson, President	11 Arlene Drive, West Long Branch, NJ 07764	
Brothers Landscaping	169 Robertsville Rd., Freehold, NJ 07728	01/05/2018
Brothers Inc.		
Brad J. Moini, President	101 Buttonwood Lane, Freehold, NJ 07728	

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

Buckler Associates, Inc.	182 Wycoff Way West, East Brunswick, NJ 08816	01/02/2016
Bert L. Buckler, President	182 Wycoff Way West, East Brunswick, NJ 08816	
Calvin's Floor Service, aka Calvin's Carpet Service	126 Winding Ridge Road, Dover, DE 19904	06/11/2016
Calvin Hudson, Owner	126 Winding Ridge Road, Dover, DE 19904	
Camelot Roofing, LLC	1455 St. George Ave., Roselle, NJ 07203	02/17/2018
Juan J. Barquero, Owner	533 South 5th Street, Elizabeth, NJ 07206	
Caslo Drywall Corp.	644 East 2nd St, Unit 2, Plainfield, NJ 07060	04/22/2017
Luis Oliveras, Owner	644 East 2nd St, Plainfield, NJ 07060	
Centurion Companies Inc.	795 Susquehanna Avenue, Franklin Lakes, NJ 07417	07/24/2016
Glen P. Poppe, Secretary	795 Susquehanna Ave, Franklin Lakes, NJ 07417	
Christopher Poppe, President	317 Greenridge Road, Franklin Lakes, NJ 07417	
CGT Construction, Inc.	10 Franklin Avenue, Edison, NJ 08837	02/10/2016
Thomas O'Connell, President	449 Grace Hill Road, Monroe, NJ 08817	
Chalmers Construction LLC.	435 Minnisink Road, Totowa, NJ 07512	11/20/2016
Shawn Chalmers, Owner	337 Crown Street, Brooklyn, NY 11211	
Keith Mishoe, Owner	341 Seaton Avenue, Roselle Park, NJ 07204	
Chanez Landscaping, LLC	PO Box 5646, New Brunswick, NJ 08903	09/23/2017
Noe Chanez, Principal	55 Miller Ave., Somerset, NJ 08873	
Citadel Environmental Consultants	1 Center Circle, Woodbridge, NJ 07095	01/14/2016
William Muzzio Jr., Owner	597 Lyman Ave, Woodbridge, NJ 07095	
Cityline Contracting Inc.	556 Humboldt Street, Brooklyn, NY 11222	08/03/2017
Dorothy Dobiecka, President	556 Humboldt Street, Brooklyn, NY 11222	
Andrzej Citak, Vice-President	556 Humboldt St, Brooklyn, NY 11222	
Cobra Communications & Installations, LLC	26 Spencer Place, Garfield, NJ 07026	12/10/2017
Giovanny Bustos, Owner	26 Spencer Place, Garfield, NJ 07026	
Coons Construction, LLC	23178 Summer View Circle, Three Springs, PA 17264	04/06/2018
William Coons, Owner	23178 Summer View Circle, Three Springs, PA 17264	
Coplen Management, Inc.	828 Highland Ave, Paramus, NJ 07652	06/25/2016
Mahesh Patel, Owner	828 Highland Ave, Paramus, NJ 07652	
CPS Mechanical Contractors, Inc.	203 Woods Ave, Bergenfield, NJ 07621	12/15/2017
Margaret Sherman, President	203 Woods Avenue, Bergenfield, NJ 07621	
CRC General Constructors Inc.	137 1/2 Washington Ave, Suite 290, Belleville, NJ 07109	08/11/2016
Antonio Gomes Jr., President	41 Hamilton Ave, Kearny, NJ 07032	
Crider Americas Solar LLC	6063 FM 535, Cedar Creek, TX 78612	05/11/2017
Steven Crider, Member	507 Pressler Street, Apt. 2128, Austin, TX 78703	
Harold Marshall, Jr., Member	1800 Eva Street, Austin, TX 78704	
Crossroad Construction Corp.	312 Emmet Street, Newark, NJ 07114	05/12/2016
Antonio Gomes Sr., President	164 Green Street, Newark, NJ 07105	
Cunhas Construction Inc.	35 Carmen Ct, Floor-1, Newark, NJ 07105	10/22/2017
Nuno Cunha, Owner	35 Carmen Ct, Newark, NJ 07105	
D & B Partners LLC	89 Jeanne Court, Stamford, CT 06905	08/08/2016
same	89 Jeanne Court, Stamford, CT 06905	
Michael F. Ferro Jr., Member	89 Jeanne Court, Stamford, CT 06905	
John Giannattasio, Member	89 Jeanne Court, Stamford, CT 06905	
Designer Impressions	1002 Taunton Ave, West Berlin, NJ 08091	11/15/2015
Daniel Mena, Owner	1002 Taunton Ave, West Berlin, NJ 08091	

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE****Diamond State Wall Systems, LLC**

Nick Cerelli, Member

1640 Nixon Dr Ste 285, Moorestown, NJ 08057

02/05/2016

Division Ten Installations, LLC

Kevin G. Eib, President

1640 Nixon Dr. Ste. 205, Moorestown, NJ 08057

04/02/2017

DM Fernandes Contracts LLC

Hugo Fernandes, Owner

29 Monmouth Road, Monroe Twp., NJ 08831

01/27/2018

DMH Trucking, Inc.

Joe Hilt, President

90 Willow Street, Carteret, NJ 07008

08/22/2015

East Coast Touch Enterprises LLC

Frank Loureier, Vice-President

79 Myrtle Ave, Mickleton, NJ 08056

08/11/2017

Nelson DeOliveira, President

152 Jefferson St., Newark, NJ 07105

Eddy Drywall, LLC

Eddy Rodriguez, Member

276 Highland Ave, Kearney, NJ 07032

05/13/2018

Elevator Medic Corporation

Patrick Dellaquila, President

1100 W. 7th St., Apt. A9, Plainfield, NJ 07060

02/24/2017

Emanuel Drywall Services, Inc

Cesar Garcia, Owner

1100 W. 7th St., Apt. A9, Plainfield, NJ 07063

04/30/2017

Envirocare Enterprises, Inc.**Envirocare Enterprises, Inc.**

UJU A. Obiorah, President

55 Brookview Drive, Woodcliff Lake, NJ 07677

05/15/2017

Inno Obiorah, Manager

64 Grandview Ave, North Plainfield, NJ 07060

Estrada & Roca LLC

Hector Estrada, Owner

64 Grandview Ave, North Plainfield, NJ 07060

05/30/2016

Jose Roca, Owner

259 West Forest Avenue, Englewood, NJ 07631

Euro Construction

Ireneusz Waluk, Owner

658 Rutgers Pl, Paramus, NJ 07652

02/24/2017

Five Star Quality Construction

Alicirio Jose Santana Pires, Owner

432 52nd Street Apt 2, West New York, NJ 07093

04/22/2017

Frank J. Muratore, Jr., Inc.**Frank J. Muratore**

Frank J. Muratore Jr., Owner

468 9th St, Apt # 2, Palisades Park, NJ 07650

10/09/2015

Frank Montgomery Builder

Frank Montgomery, Owner

70 Bordentown-Chesterfield, Rd., Chesterfield, NJ 08022

07/10/2017

G.W. Smith Construction, Inc.

Lisa L. Smith, Vice-President

70 Bordentown-Chesterfield, Rd., Chesterfield, NJ 08515

04/17/2016

Gary W. Smith, President

141 Rte. 130 South, Suite 192, Cinnaminson, NJ 08077

Gale Force Telecommunications Inc

141 RT. 130 South, Suite 192, Cinnaminson, NJ 08077

12/01/2016

Galindo Const. LLC

Gabino Galindo, Owner

1828 Herbert Boulevard, Williamstown, NJ 08094

08/06/2018

Garza Contracting LLC

John Garza, Owner

1828 Herbert Boulevard, Williamstown, NJ 08094

04/27/2017

George's Carpet**George Tassogloy**

George Tassogloy, Owner

42 Bryant Rd., Waretown, NJ 08758

02/18/2016

42 Bryant Rd., Waretown, NJ 08758

—obo Contracting Corporation

Manuel Martins, Treasurer

584 Erial Road, Sicklerville, NJ 08081

01/13/2016

Rogerio Martins, Vice-President

584 Erial Road, Sicklerville, NJ 08081

Antonio Martins, President

211 Jewett Road, Upper Nyack, NY 10960

1025 23rd St, Paterson, NJ 07513

1025 23rd St, Paterson, NJ 07513

768 Chambers Street, Trenton, NJ 08619

768 Chambers St., Trenton, NJ 08611

105 Cedar Ave, Oaklyn, NJ 08107

105 Cedar Ave, Woodlynne, NJ 08107

562 Jernee Mill Rd., Sayreville, NJ 08872

15 Center Street, South River, NJ 08882

46 Grove Street, South River, NJ 08882

215 Princeton Road, Parlin, NJ 08859

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
GM Masonry, Inc.	99 Hillside Terrace, Parsippany, NJ 07054	02/06/2016
George McGee, President	99 Hillside Terrace, Parsippany, NJ 07054	
Grab Heating and Air Conditioning, LLC.	35 Jersey Street, East Rutherford, NJ 07073	05/14/2016
Zbigniew Grabowski, Owner	35 Jersey Street, East Rutherford, NJ 07073	
Green Diamond Roofing & Live Roof, LLC	3515 Frankford Ave, Philadelphia, PA 19134	08/04/2016
Jazmine Price, President	744 South St Unit 65, Philadelpha, PA 19147	
GSR Architectural, Inc	200 Mountain Avenue, Middlesex, NJ 08846	08/13/2016
Gary Russo, President	3 Premier Way, Manalapan, NJ 07726	
GST Power Service Group Inc.	2801 Remington Street, Suite #3, Fort Collins, CO 80525	05/03/2018
Lauchland Roberts, President	2801 Remington Street, Suite 3, Fort Collins, CO 80526	
Harlow Contracting, Inc.	4771 Route 212, PO Box 147, Durham, PA 18039	04/21/2016
Albert J Harlow Jr, President	515 Summit Lane, Riegelsville, PA 18077	
HFC Painting	696 Elm Street, Kearny, NJ 07032	03/17/2018
Hugo Canabe, CEO	696 Elm St, Kearny, NJ 07032	
HFM Labor Ready LLC	459 Rt 38 West, Maple Shade, NJ 08052	01/05/2018
HFM Labor Ready LLC		
Keith Ludwig, Member	459 Rt 38 West, Maple Shade, NJ 08052	
Highway Safety Systems Inc.	200 Pine Road, Hammonton, NJ 08037	12/16/2017
William J. Doyle, President	200 Pine Rd , Hammonton, NJ 08037	
I.K.E. Electrical Corp.	100 W. Forest Avenue, Building E, Englewood, NJ 07631	07/20/2017
Rebecca Adika, Secretary	76 Alpine Dr., Closter, NJ	
Angelo Castelli, President	48 E. Central Blvd , Palisades Park, NJ 07650	
Yitzhak Adika, Vice-President	76 Alpine Drive, Closter, NJ 07624	
IBS, Inc.	1929 Darby Road, Havertown, PA 19083	05/15/2017
Christopher Rymal, Owner	1929 Darby Rd., Havertown, PA 19083	
Ideal Elevator Services	55 Brookview Dr., Woodcliff Lake, NJ 07677	02/24/2017
Patrick Dell'Aquila		
Patrick Dell'Aquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	
Industrial Concrete Const. of NJ, Inc.	P.O. Box 9349, Lyndhurst, NJ 07071	06/26/2016
Lori A. Frisina, President	235 Grand Avenue, Rutherford, NJ 07070	
Infinity Construction & Son, LLC	870 Lamont Ave., Staten Island, NY 10309	04/15/2016
Pat Sellitti, Owner	870 Lamont Ave , Staten Island, NY 10309	
J & B Plumbing LLC	644 Cross Street, Lakewood, NJ 08701	05/03/2018
Joseph Battista, Owner	11 Hummingbird Way, Jackson, NJ 08527	
J.D.S Electric, Inc.	149 Montross Ave., Rutherford, NJ 07070	01/06/2018
Joe DeSalvo, Jr., Owner	149 Montross Ave , Rutherford, NJ 07070	
Jack Mack Commercial Roofing, Inc.	768 Courtlandt St., Perth Amboy, NJ 08861	03/17/2018
Gregorio Soto, Owner	153 Lewis Street, Perth Amboy, NJ 08861	
Jamcon Construction LLC	100 Springdale Road, Cherry Hill, NJ 08003	01/12/2017
John Schiavo, Managing Member	6 Justa Lane, Cherry Hill, NJ 08003	
James Rough Bleachers	12767 Van Horne Rd., Meadville, PA 16335	03/21/2016
James Rough, Owner	12767 Van Horne Rd., Meadville, PA 16335	
JD Scaffold Inc.	13353 NE 17th Ave, North Miami, FL 33181	08/24/2017
Randy Garciga, Owner	13353 NE 17th Avenue, North Miami, FL 33181	
JIC-ELCO Inc.	2 Island Pond Road, Derry, NH 03038	08/26/2015
Frederick Ellis, President	2 Island Pond Road, Derry, NH 03038	

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

John Gustafson Excavating, Inc.	216 Union Street, Montgomery, NY 12549	04/09/2016
John Gustafson, President	39 Charles Street, Montgomery, NY 12549	
Johnson's Construction Inc.	1258 N. East Avenue, Vineland, NJ 08360	01/24/2016
Henry Johnson, Owner	1258 N. East Avenue, Vineland, NJ 08360	
Joseph Csakvary, Inc.	163 Breakneck Road, Highland Lakes, NJ 07422	11/03/2016
Joseph Csakvary, President	163 Breakneck Road, Highland Lakes, NJ 07422	
JTG Scaffolding & Hoisting LLC	309 West Elizabeth Avenue, Linden, NJ 07036	10/22/2017
Randy Garciga, Owner	13353 NE 17th Avenue, Miami, FL 33181	
K & S Fabrication & Welding, LLC	23 North Street, Bergenfield, NJ 07621	01/12/2018
Simon Walcott, Owner	43 Fairview Avenue, Bergenfield, NJ 07621	
K&K Construction LLC	685 Bergen Blvd., Ridgefield, NJ 07657	06/09/2017
Ki Kuk Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	
Kwang Hee Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	
Kitchen Crafters Plus d/b/a B&B Custom Cabinets	1 Suydam Place, Aberdeen, NJ 07747	05/31/2018
Albert Brisebois, Owner	1 Suydam Place, Aberdeen, NJ 07747	
L and Y Roofing, LLC	183 Belmont Avenue, Haledon, NJ 07522	03/16/2017
Luis Vargas, Owner	291 Jefferson Street, Paterson, NJ 07522	
Lombardi Enterprises, Inc.	2901 South Clinton Avenue, South Plainfield, NJ 07080	12/09/2017
Alan Lombardi, President	26 Whispering Way, Berkeley Heights, NJ 07922	
Ann Lombardi, Secretary	26 Whispering Way, Berkeley Heights, NJ 07922	
Lucas Construction Services	31 Glassboro Rd, Monroeville, NJ 08343	10/11/2015
Mark Lucas, Owner	..	
E. Group, LLC	164 Polk St., Apt. 1, Newark, NJ 07105	06/29/2018
Segundo E. Llivicota, Member	164 Polk Street, Apt. #1, Newark, NJ 07105	
Manuel Quito, Member	164 Polk Street, Apt. 1, Newark, NJ 07105	
Marvin Ardon Painting	52 S. Jefferson St., Orange, NJ 07070	12/03/2016
Marvin Alexander Ardon, Owner	52 South Jefferson St., Orange, NJ 07050	
Mattina Construction LLC	22 Toms River Road, Jackson, NJ 08527	12/14/2017
Vincent Mattina, Owner	22 Toms River Rd, Jackson, NJ 08527	
Metal Fab Atlantic LLC	353 Zion Road, Egg Harbor Township, NJ 08234	01/21/2018
John Dever, Owner	1086 Mays Landing Road, Somers Point, NJ 08234	
Metroplex Products Co. Inc.	377 Deans Rhode Hall Road, Monroe, NJ 08831	01/06/2018
Peter Herring, President	164 South Moetz Drive, Milltown, NJ 08850	
MF Speed Construction, LLC.	65-67 7th Ave. East, 1st Floor, Newark, NJ 07104	10/16/2016
Fernando Lopes, President	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
Magda Zamprogno, Other	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
MG Topflight	6 Spruce Meadows Dr., Monroe, NJ 08831	07/28/2017
Ashish Thomas, Owner	6 Spruce Meadows Dr., Monroe, NJ 08831	
Midwest Construction, Inc.	114 Brace Road, Cherry Hill, NJ 08034	07/23/2017
George Antonas, President	114 Brace Road, Cherry Hill, NJ 08034	
MJM Painting LLC	77 Littleton Road, PO Box 226, Morris Plains, NJ 07950	04/11/2016
Michael Contreras, Owner	77 Littleton Road, Morris Plains, NJ 07950	
Monmouth Construction LLC	201 3rd Ave., Bradley Beach, NJ 07720-1251	03/11/2016
Shawn F. Mowery, Member	1A Maple Leaf Drive, Holmdel, NJ 07733	

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

National Architectural Products Inc.	1711 Ginesi Drive, Suite 2, Freehold, NJ 07728	02/18/2016
James Yuhasz, Vice-President	4 Grant Dr., Cream Ridge, NJ 08514	
Antonene Yuhasz, President	4 Grant Dr., Cream Ridge, NJ 08510	
Natural View Landscapes LLC	513 West Summer Ave., Minotola, NJ 08341	01/05/2017
Zachary Kouhoup, President	5923 Peach St, Mays Landing, NJ 08330	
NDA & Construction, LLC	161 Thomas St, Unit 1, Newark, NJ 07114	12/10/2017
Nester Torres, Owner	161 Thomas St, Unit 1, Newark, NJ 07114	
Nicola Matera & Sons L.L.C.	48 Old Jacksonville Road, Towaco, NJ 07082	10/20/2016
William Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	
Sheila Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	
Noe's Concrete Inc	30 Euclid Ave., Medford, NY 11753	06/06/2016
Noe Alatorre, Owner	30 Euclid Ave., Medford, NY 11763	
Norcast, Inc.	410 North Avenue East, Cranford, NJ 07016	05/15/2017
David Zohak, President	210 Orange Avenue, Cranford, NJ 07016	
Karen Zohak, Vice-President	210 Orange Avenue, Cranford, NJ 07016	
Ocean Blue Builders LLC	711 Carol Avenue, Oakhurst, NJ 07755	11/05/2017
John Riley Jr, Managing Member	140 Harrison Avenue, Fair Haven, NJ 07704	
OCM Construction	203 Main Street, #204, Flemington, NJ 08822	08/11/2017
OCM Construction, LLC		
William Mitchell, Owner	22 Greenwood Place, Flemington, NJ 08822	
Octagon Construction	10 Jeanette Street, Carteret, NJ 07008	03/02/2018
Octagon Construction		
Wojciech Puchajda, Owner	10 Jeanette St., Carteret, NJ 07008	
Ohana Metal & Iron Works Inc.	60 Miller Road, Montgomery, NY 12549	08/05/2017
Erezy Ohana, Owner	60 Miller Road, Montgomery, NY 12549	
Old City Remodeling	1406 Lexington Pl., Elizabeth, NJ 07208	06/09/2016
Fabricio Franco, Owner	1406 Lexington Pl., Elizabeth, NJ 07208	
Old World Construction, Inc.	P.O. Box 35, Pennington, NJ 08534	02/10/2018
Krzysztof Oprzadek, President	19 Woodville Rd, Hopewell, NJ 08525	
Stanislaw Dziuba, Vice-President	69 West Shore Drive, Pennington, NJ 08534	
Patriot Carpentry, LLC	111 Coach House Square, Pooler, GA 31322	03/25/2016
Richard Dube, Principal	111 Coach House Square, Pooler, GA 31322	
Patti Construction, LLC	2700 Hamilton Blvd., P.O. Box 169, South Plainfield, NJ 07080	01/13/2016
James Patti, Owner	..	
Paul Sexton	462 10th Ave., Paterson, NJ 07510	07/10/2017
Paul Sexton, Owner	462 10th Ave., Paterson, NJ	
Pax Construction Corp.	67 Highway 36, West Long Branch, NJ 07764	10/16/2017
Antonio Pereira, President	159 Locust Avenue, West Long Branch, NJ 07764	
Julio Pereira, Vice-President	304 Crimson Circle, Oakhurst, NJ 07755	
PER Construction LLC	67 State Route 36, Suite #4, West Long Branch, NJ 07764	10/16/2017
Manuel Pereira, Owner	194 Monmouth Ave., Long Branch, NJ 07740	
Peter Vincent	129 Highland Ave, Jersey City, NJ 07306	04/26/2018
Peter Vincent, Owner	129 Highland Ave, Jersey City, NJ 07306	
Petric & Associates, Inc.	1162 Greenpond Road, Newfoundland, NJ 07435	06/07/2018
Ellen Petric, President	1162 Greenpond Road, Newfoundland, NJ 07435	
Sтивен Petric, Vice-President	1162 Greenpond Road, Newfoundland, NJ 07435	

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

PL Stone & Stucco
Jozef Kosicky / Lucia Kosicky
Jozef Kosicky, Owner
—zo Mechanical Inc.

Alipio H. Pozo, Owner

Precise Builders LLC

John Domingues, Owner

R & B Construction

Roxanne Lloyd, President

Ranco Mechanical, Inc.

Kenneth Davis, President

Anthony Davis, Vice-President

Raymond Mozak Plumbing & Heating

Raymond G. Mozak, Owner

Real Construction LLC

Arkadiusz Chwedczuk, Owner

Ren Construction

Albert Chwedczuk, Owner

Retail Store Painting

John Thomas, President

Riano Brothers, LLC.

Atanasia Lazo Gutierrez

Luis Riano, President

—bles Locksmith & Hardware

Evelyn McDermott, Owner

Robert M. Mesmer, LLC

Robert Mesmer, Managing Member

Ronccone Construction, L.L.C.

Ronccone Construction, L.L.C.

Leonardo Marques Roncone, Managing Member

S & J Contractors LLC

Janusz Brzezinski, President

S & S Carpet

Steven Simoni, President

S & S Electric, LLC

Al Shan, President

Samco Construction Co. LLC

Anthony Mirabile, President

Sandora & Spina Contracting Inc.

Edward Sandora, President

Saravia Concrete Pumping Corp.

Jerson Saravia, Owner

Schenley Construction Inc.

Diane Deaver, President

Kenneth Deaver, Vice-President

—minole Construction, LLC

Sandra Morizzo, Managing Member

15 Parkwood Dr., Apt. 1, South Amboy, NJ 08879

15 L Parkwood Dr., South Amboy, NJ 08879

187 Cortlandt Street, Belleville, NJ 07109

187 Cortlandt Street, Belleville, NJ 07109

402 Market St, Newark, NJ 07105

402 Market St, Newark, NJ 07105

2008 Carmel Road, Millville, NJ 08332

2008 Carmel Road, Millville, NJ 08332

P. O. Box 510, Augusta, NJ 07860

2 Melba Drive, Newton, NJ 07860

363 Northfield Avenue, Livingston, NJ 07039

1423 Teresa Drive, Fort Lee, NJ 07024

1423 Teresa Drive, Fort Lee, NJ 07024

1984 Whitesville Rd, Toms River, NJ 08757

716 11th Avenue, Toms River, NJ 08757

1984 Whitesville Road, Toms River, NJ 08755

1984 Whitesville Road, Toms River, NJ 087055

202 Karen Drive, Scranton, PA 18505

202 Karen Drive, Scranton, PA 18505

13 Poppy Ave., Neptune, NJ 07753

13 Poppy Ave., Neptune, 07753

613 15th Ave., Belmar, NJ 07719

613 15th Ave, Belmar, NJ 07719

24 Sand Bridge Rd., Elmer, NJ 08318

24 Sand Bridge Road, Elmer, NJ 08318

275 Chestnut St., Store B #113, Newark, NJ 07114

192 Emmet St., Newark, NJ 07105

2815 Green Ave, Bristol, PA 19007

PO Box 1118, Bristol, PA 19007

25 Jocynnda Road, Flanders, NJ 07836

..

108 Oak Glen Road, Toms River, NJ 08753

108 Oak Glen Road, Toms River, NJ 08753

413-415 South Seventh St., Elizabeth, NJ 07202

413-415 South Seventh St., Elizabeth, NJ 07202

15 North Branch River Rd., Branchburg, NJ 08876

15 North Branch River Rd., Branchburg, NJ 08876

223-10, 113th St, Queens Village, NY 11429

223-10, 113th St, Queens Vaillage, NY 11429

731 Warwick Turnpike, Hewitt, NJ 07421

29 Crystal Farm Rd., Warwick, NY 10990

29 Crystal Farm Rd., Warwick, NY 10990

128 Bartlett Ave, West Creek, NJ 08092

311 Holyoke, Beach Haven, NJ 08008

03/31/2016

01/14/2016

05/27/2017

06/10/2018

10/28/2016

09/03/2016

11/23/2017

07/09/2017

01/12/2018

02/25/2018

07/10/2017

12/11/2017

02/02/2018

08/22/2015

10/10/2015

01/12/2018

07/02/2016

06/28/2018

08/18/2016

09/20/2015

12/19/2015

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
Shoreline Marine Construction, LLC	213 West Edgewood Ave, Linwood, NJ 08221	06/03/2016
Kenneth Pontari, Partner	213 West Edgewood Ave., Linwood, NJ 08221	
SPMG Construction Inc.	3001 Route 130, Apt. 8D, Delran, NJ 08075	03/31/2016
Robledo Morais, President	3001 Route 130 Apt 8D, Delran, NJ 08075	
SP-One LLC	2816 Coronado Way, Vero Beach, FL 32960	07/21/2016
Lee Dinenberg, President	2816 Coronado Way, Vero Beach, FL 32960	
Super Stars Construction Inc	58 Steiner Ave, Neptune City, NJ 07753	08/11/2017
Juan Riano, Owner	58 Steiner Ave., Neptune City, NJ 07753	
T. Fiore Demolition, Inc.	457 Wilson Avenue, Newark, NJ 07105	04/02/2017
same		
Theodore Fiore, Owner	9 Silver Spring Court, East Hanover, NJ 07936	
Tabor Acoustical, Inc.	431 South Main Street, Williamstown, NJ 08094	12/19/2015
Joseph Gallagher, President	859 Coles Mill Road, Williamstown, NJ 08094	
Tabor Mill Work of South Jersey, Inc.	858 Coles Mill Road, Williamstown, NJ 08094	01/09/2016
Joseph Gallagher, President	858 Coles Mill Road, Williamstown, NJ 08094	
TAU Associates Plumbing & Mechanical LLC	91 Graham St., Jersey City, NJ 07307	12/17/2016
Lek Tauthong, Owner	91 Graham St, Jersey City, NJ 07307	
Team Equipment LLC	26 East Garden Place, Pompton Plains, NJ 07444	07/02/2016
William Morrissey		
William Morrissey, President	59 Lynwood Road, Cedar Grove, NJ 07009	
Tela Stretch Systems, LLC	9 Wycoff Terrace, Fair Lawn, NJ 07410	02/05/2016
Robert Gude, Owner	9 Wycoff Terrace, Fairlawn, NJ 07410	
Terra-Tech Construction, Inc.	265 Woodward Rd, Suite A, Manalapan, NJ 07726	03/17/2018
Tania Gaga, Vice-President	121 Diamond Lane, Manalapan, NJ 07726	
Nicole Lucas, President	12 Red Fox Run, Manalapan, NJ 08857	
Testa Corp.	360 Audubon Road, Wakefield, MA 01880	05/27/2017
Steven D. Testa, Owner	6 North Hill Dr., Lynnfield, MA 01940	
The Boca Bay Group	16 South Avenue West, Suite 267, Cranford, NJ 07016	05/20/2016
Barbara Marano, President	163 Hillcreek Ave, Cranford, NJ 07016	
The Grace Brothers	311 Colonial Road, Edgewater Park, NJ 08010	01/08/2017
James T. Grace, Owner	14 Surrey Lane, Willingboro, NJ 08046	
Jethro Grace Jr., Owner	311 Colonial Road, Edgewater Park, NJ 08010	
Thomas Clark Fiberglass, LLC	145 Old Halfway Road, Barnegat, NJ 08005	10/22/2017
Thomas Clark, Owner / Officer	145 Old Halfway Rd., Barnegat, NJ 08005	
TJD Construction	138 Stonehenge Dr, Toms River, NJ 08753	02/24/2017
Ted Dobrzanski		
Ted Dobrzanski, CEO	138 Stonehenge Dr, Toms River, NJ 08753	
Todd Cable Construction, LLC	151 Old State Rd., Newport, NY 13416	04/26/2018
Todd E. Warmingham, Owner	P.O. Box 215, Newport, NY 13416	
Trinity Paving, LLC	245 Clayton Road, Monroeville, NJ 08343-2652	10/20/2017
Michele Doyle, Member	115 Millstone Way, Monroeville, NJ 08343	
Trinity Phoenix Corp.	149 Garfield Avenue, Staten Island, NY 10305	03/05/2016
Mike Keller, Vice-President	233 Lexington Avenue, Dumont, NJ 07628	
Joseph Free, President	149 Garfield Avenue, Staten Island, NY 10305	
Tri-State Insulators, LLC	1038 Old York Rd., Raritan, NJ 08869	07/17/2016
Tracy Cavallaro, President	1038 Old York Road, Raritan, NJ 08869	
Turf Services Express LLC	26 North Broad Street, Medford, NJ 08055	03/26/2018
Sharleen Poppalardo, Managing Member	11 Muirfield Court, Medford, NJ 08055	

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE****Turfscapes LLC**

Jeffrey Grize, Owner

3477 So. Blackhorse Pike, Williamstown, NJ 08094

05/27/2017

United Lab Equipment, Inc.

Ryan Hawkins, Manager

3477 S. Blackhorse Pike, Williamstown, NJ 08094

09/20/2015

United Metal Construction LLC

Andrew Juodenko, Owner / Officer

136 Taylor Drive, Depew, NY 14043-3015

235 North Bryant St., Depew, NY 14086

10/24/2015

Vercon Building & Maintenance Corp.

Allanur Islambekov, Owner

949 Spring View Drive, Southampton, PA 18966

949 Spring View Drive, South Hampton, PA 19114

05/11/2017

Victor Construction, Inc

Tania Felix-Claudio, Owner

11 Arboretum Drive, Jackson, NJ 08527

11 Arboretum Dr., Jackson, NJ 08527

04/22/2017

Wallmasters Modular Inc.

Timothy Morrison, President

4615 N. Front St., 2nd Floor, Philadelphia, PA 19140

4615 N. front St., 2nd Floor, Philadelphia, PA 19140

07/28/2017

Wilder Drywall**Wilder Drywall, Inc.**

Susan Wilder, President

226 Mutual Avenue, Winchester, KY 40391

2745 SR668N, Junction City, OH 43748

101 Lookout Pass, Stormville, NY 12582

08/04/2016

101 Lookout Pass, Stormville, NY 12582

LIST OF DEBARRED OWNERS/OFFICERS

8/10/2015

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Yitzhak Adika, Vice-President	76 Alpine Drive, Closter, NJ 07624	I K E. Electrical Corp.
Rebecca Adika, Secretary	76 Alpine Dr., Closter, NJ	I K E. Electrical Corp.
Noe Alatorre, Owner	30 Euclid Ave, Medford, NY 11763	Noe's Concrete Inc
George Antonas, President	114 Brace Road, Cherry Hill, NJ 08034	Midwest Construction, Inc
Marvin Alexander Ardon, Owner	52 South Jefferson St., Orange, NJ 07050	Marvin Ardon Painting
Rony Barahona, Member	549 Summit Ave, Maplewood, NJ 07040	Bechi Contracting LLC (EBA Painters)
Juan J. Barquero, Owner	533 South 5th Street, Elizabeth, NJ 07206	Bechi Contracting LLC
David Bastos, Managing Member	10 Pleasant Place, Kearny, NJ 07032	Camelot Roofing, LLC
Joseph Battista, Owner	11 Hummingbird Way, Jackson, NJ 08527	BCA Trucking, LLC
Wesley J. Beckett Jr., President	110 Oak Avenue, Malaga, NJ 08328	J & B Plumbing LLC
Albert Brisebois, Owner	1 Suydam Place, Aberdeen, NJ 07747	Beckett Enterprises, Inc.
Janusz Brzezinski, President	PO Box 1118, Bristol, PA 19007	Kitchen Crafters Plus d/b/a B&B Custom Cabinets
Bert L. Buckler, President	182 Wycoff Way West, East Brunswick, NJ 08816	S & J Contractors LLC
Giovanny Bustos, Owner	26 Spencer Place, Garfield, NJ 07026	Buckler Associates, Inc.
Lauren Campanella, President	948 Sinclair Avenue, Staten Island, NY 10309	Cobra Communications & Installations, LLC
Andre Campanella, Vice-President	948 Sinclair Ave, Staten Island, NY 10309	Anchorage Construction Corp.
Hugo Canabe, CEO	696 Elm St, Kearny, NJ 07032	Anchorage Construction Corp.
Angelo Castelli, President	48 E. Central Blvd., Palisades Park, NJ 07650	HFC Painting
Tracy Cavallaro, President	1038 Old York Road, Raritan, NJ 08869	I K E. Electrical Corp.
Nick Cerelli, Member	1640 Nixon Dr. Ste. 205, Moorestown, NJ 08057	Tri-State Insulators, LLC
Shawn Chalmers, Owner	337 Crown Street, Brooklyn, NY 11211	Diamond State Wall Systems, LLC
Noe Chanez, Principal	55 Miller Ave., Somerset, NJ 08873	Chalmers Construction LLC
Eric Charles, President	396 Cherry Lane, Mendham, NJ 07945	Chanez Landscaping, LLC
Christine Charles, Vice-President	396 Cherry Lane, Mendham, NJ 07945	All County Pipeline & Site Excavation Inc.
Arkadiusz Chwedczuk, Owner	716 11th Avenue, Toms River, NJ 08757	All County Pipeline & Site Excavation Inc.
Albert Chwedczuk, Owner	1984 Whitesville Road, Toms River, NJ 087055	Real Construction LLC
Andrzej Citak, Vice-President	556 Humboldt St, Brooklyn, NY 11222	Ren Construction
Thomas Clark, Owner / Officer	145 Old Halfway Rd., Barnegat, NJ 08005	Cityline Contracting Inc.
Michael Contreras, Owner	77 Littleton Road, Morris Plains, NJ 07950	Thomas Clark Fiberglass, LLC
William Coons, Owner	23178 Summer View Circle, Three Springs, PA 17264	MJM Painting LLC
Steven Crider, Member	507 Pressler Street, Apt. 2128, Austin, TX 78703	Coons Construction, LLC
Joseph Csakvary, President	163 Breakneck Road, Highland Lakes, NJ 07422	Crider Americas Solar LLC
Nuno Cunha, Owner	35 Carmen Ct., Newark, NJ 07105	Joseph Csakvary, Inc.
Anthony Davis, Vice-President	363 Northfield Avenue, Livingston, NJ 07039	Cunhas Construction Inc.
Kenneth Davis, President	2 Melba Drive, Newton, NJ 07860	Ranco Mechanical, Inc.
Diane Deaver, President	29 Crystal Farm Rd., Warwick, NY 10990	Ranco Mechanical, Inc.
Kenneth Deaver, Vice-President	29 Crystal Farm Rd., Warwick, NY 10990	Schenley Construction Inc.
Patrick Dell'Aquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	Schenley Construction Inc.
Patrick Dell'Aquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	Elevator Medic Corporation
Nelson DeOliveira, President	276 Highland Ave, Kearney, NJ 07032	Ideal Elevator Services
Joe DeSalvo, Jr., Owner	149 Montross Ave., Rutherford, NJ 07070	Patrick Dell'Aquila
John Dever, Owner	1086 Mays Landing Road, Somers Point, NJ 08234	East Coast Touch Enterprises LLC
Lee Dinenberg, President	2816 Coronado Way, Vero Beach, FL 32960	J D S Electric, Inc.
Dorothy Dobiecka, President	556 Humboldt Street, Brooklyn, NY 11222	Metal Fab Atlantic LLC
Florian Dobre, Partner	526 Sheridan Ave, Roselle, NJ 07203	SP-One LLC
Ted Dobrzanski, CEO	138 Stonehenge Dr, Toms River, NJ 08753	Cityline Contracting Inc.
		B & B Atlantic LLC
		TJD Construction
		Ted Dobrzanski

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
John Domingues, Owner	402 Market St, Newark, NJ 07105	Precise Builders LLC
Michele Doyle, Member	115 Millstone Way, Monroeville, NJ 08343	Trinity Paving, LLC
William J. Doyle, President	200 Pine Rd., Hammonton, NJ 08037	Highway Safety Systems Inc.
Richard Dube, Principal	111 Coach House Square, Pooler, GA 31322	Patriot Carpentry, LLC
Stanislaw Dziuba, Vice-President	69 West Shore Drive, Pennington, NJ 08534	Old World Construction, Inc.
Donald Eastmond, Owner	292 Church Street, Aberdeen, NJ 07747	Anew Fence & Railings
Kevin G. Eib, President	29 Monmouth Road, Monroe Twp., NJ 08831	Division Ten Installations, LLC
Frederick Ellis, President	2 Island Pond Road, Derry, NH 03038	JIC-ELCO Inc.
Hector Estrada, Owner	432 52nd Street Apt 2, West New York, NJ 07093	Estrada & Roca LLC
Tania Felix-Claudio, Owner	4615 N. front St., 2nd Floor, Philadelphia, PA 19140	Victor Construction, Inc.
Hugo Fernandes, Owner	90 Willow Street, Carteret, NJ 07008	DM Fernandes Contracts LLC
Michael F. Ferro Jr., Member	89 Jeanne Court, Stamford, CT 06905	D & B Partners LLC
Theodore Fiore, Owner	9 Silver Spring Court, East Hanover, NJ 07936	same
Fabricio Franco, Owner	1406 Lexington Pl., Elizabeth, NJ 07208	T. Fiore Demolition, Inc.
Scott Frasca, Manager	326 Coles Mill Road, Williamstown, NJ 08094	same
Rachel Frasca, Owner	326 Coles Mill Road, Williamstown, NJ 08094	Old City Remodeling
Joseph Free, President	149 Garfield Avenue, Staten Island, NY 10305	Blue Skies Electric L.L.C.
Lori A. Frisina, President	235 Grand Avenue, Rutherford, NJ 07070	Blue Skies Electric L.L.C.
Tania Gaga, Vice-President	121 Diamond Lane, Manalapan, NJ 07726	Trinity Phoenix Corp.
Gabino Galindo, Owner	1025 23rd St, Paterson, NJ 07513	Industrial Concrete Const. of NJ, Inc.
Joseph Gallagher, President	859 Coles Mill Road, Williamstown, NJ 08094	Terra-Tech Construction, Inc.
Joseph Gallagher, President	858 Coles Mill Road, Williamstown, NJ 08094	Galindo Const. LLC
Cesar Garcia, Owner	64 Grandview Ave, North Plainfield, NJ 07060	Tabor Acoustical, Inc.
Randy Garciga, Owner	13353 NE 17th Avenue, Miami, FL 33181	Tabor Mill Work of South Jersey, Inc.
Randy Garciga, Owner	13353 NE 17th Avenue, North Miami, FL 33181	Emanuel Drywall Services, Inc.
John Garza, Owner	768 Chambers St., Trenton, NJ 08611	JTG Scaffolding & Hoisting LLC
John Giannattasio, Member	89 Jeanne Court, Stamford, CT 06905	JD Scaffold Inc.
Antonio Gomes Jr., President	41 Hamilton Ave, Kearny, NJ 07032	Garza Contracting LLC
Antonio Gomes Sr., President	164 Green Street, Newark, NJ 07105	D & B Partners LLC
Zbigniew Grabowski, Owner	35 Jersey Street, East Rutherford, NJ 07073	same
James T. Grace, Owner	14 Surrey Lane, Willingboro, NJ 08046	CRC General Constructors Inc.
Jethro Grace Jr., Owner	311 Colonial Road, Edgewater Park, NJ 08010	Crossroad Construction Corp.
Paul Grillo, Owner	207 Butler Ave, Staten Island, NY 10307	Grab Heating and Air Conditioning, LLC.
Paul Grillo, Owner	207 Bulter Ave, St. Island, NY	The Grace Brothers
Jeffrey Grize, Owner	3477 S. Blackhorse Pike, Williamstown, NJ 08094	The Grace Brothers
Robert Gude, Owner	9 Wycoff Terrace, Fairlawn, NJ 07410	Area Fuel
John Gustafson, President	39 Charles Street, Montgomery, NY 12549	Area Fuel
Albert J Harlow Jr, President	515 Summit Lane, Riegelsville, PA 18077	Turfscapes LLC
Ryan Hawkins, Manager	235 North Bryant St., Depew, NY 14086	Tela Stretch Systems, LLC
George Heigel, Vice-President	350 Main Street, Kersey, PA 15846	John Gustafson Excavating, Inc.
Peter Herring, President	164 South Moetz Drive, Milltown, NJ 08850	Harlow Contracting, Inc.
Joe Hilt, President	79 Myrtle Ave, Mickleton, NJ 08056	United Lab Equipment, Inc.
Calvin Hudson, Owner	126 Winding Ridge Road, Dover, DE 19904	4 S Logging & Lumber Co., Inc.
Allanur Islambekov, Owner	11 Arboretum Dr., Jackson, NJ 08527	Metroplex Products Co. Inc.
Henry Johnson, Owner	1258 N. East Avenue, Vineland, NJ 08360	DMH Trucking, Inc.
Carole Johnson, Secretary	390 Seneca Road, St marys, PA 15857	Calvin's Floor Service, aka Calvin's Carpet Service
Andrew Juodenko, Owner / Officer	949 Spring View Drive, South Hampton, PA 19114	Vercon Building & Maintenance Corp.
Mike Keller, Vice-President	233 Lexington Avenue, Dumont, NJ 07628	Johnson's Construction Inc.
Kwang Hec Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	4 S Logging & Lumber Co., Inc.
		United Metal Construction LLC
		Trinity Phoenix Corp.
		K&K Construction LLC

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Ki Kuk Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	K&K Construction LLC
Jozef Kosicky, Owner	15 L Parkwood Dr., South Amboy, NJ 08879	PL Stone & Stucco Jozef Kosicky / Lucia Kosicky Natural View Landscapes LLC
Zachary Kouhoup, President	5923 Peach St, Mays Landing, NJ 08330	360 Golf, LLC
Devin Lemere, Partner	300 Mamaroneck Ave, # 133, White Plains, NY 10605	360 Golf, LLC
Michael Lenec, Partner	300 Mamaroneck Ave, White Plains, NJ 10605	M.E. Group, LLC
Segundo E. Llivicota, Member	164 Polk Street, Apt. #1, Newark, NJ 07105	R & B Construction
Roxanne Lloyd, President	2008 Carmel Road, Millville, NJ 08332	Lombardi Enterprises, Inc.
Alan Lombardi, President	26 Whispering Way, Berkeley Heights, NJ 07922	Lombardi Enterprises, Inc.
Ann Lombardi, Secretary	26 Whispering Way, Berkeley Heights, NJ 07922	MF Speed Construction, LLC
Fernando Lopes, President	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
Frank Loureier, Vice-President	152 Jefferson St., Newark, NJ 07105	East Coast Touch Enterprises LLC
Mark Lucas, Owner		Lucas Construction Services
Nicole Lucas, President	12 Red Fox Run, Manalapan, NJ 08857	Terra-Tech Construction, Inc.
Keith Ludwig, Member	459 Rt 38 West, Maple Shade, NJ 08052	HFM Labor Ready LLC HFM Labor Ready LLC ACC Contractors Corp.
Robert Lueders, Owner	1008 Ridge Drive, Union, NJ 07083	Advantage Contracting & Entertainment Services Inc
John H. Madara, President	319 Terrace St, Rahway, NJ 07065	The Boca Bay Group
Barbara Marano, President	163 Hillcreek Ave, Cranford, NJ 07016	Crider Americas Solar LLC
Harold Marshall, Jr., Member	1800 Eva Street, Austin, TX 78704	Globo Contracting Corporation
Rogério Martins, Vice-President	46 Grove Street, South River, NJ 08882	Globo Contracting Corporation
Antonio Martins, President	215 Princeton Road, Parlin, NJ 08859	Globo Contracting Corporation
Manuel Martins, Treasurer	15 Center Street, South River, NJ 08882	Mattina Construction LLC
Vincent Mattina, Owner	22 Toms River Rd, Jackson, NJ 08527	AMC Industries LLC
Lisa Mautone, Member	25 Roberts Road, Holmdel, NJ 07733	same
Anna Mautone, Member	88 Stilwell Road, Holmdel, NJ 07733	AMC Industries LLC
Denise Mautone, Member	18A South Bears Street, Holmdel, NJ 07733	same
Evelyn McDermott, Owner	613 15th Ave, Belmar, NJ 07719	AMC Industries LLC
George McGee, President	99 Hillside Terrace, Parsippany, NJ 07054	same
Artem Melnyk, Member	8653 Glenloch Street #2, Philadelphia, PA 19136	Ribles Locksmith & Hardware
Daniel Mena, Owner	1002 Taunton Ave, West Berlin, NJ 08091	GM Masonry, Inc.
Robert Mesmer, Managing Member	24 Sand Bridge Road, Elmer, NJ 08318	A & M Remodelling
Anthony Mirabile, President	413-415 South Seventh St., Elizabeth, NJ 07202	Designer Impressions
Keith Mishoe, Owner	341 Seaton Avenue, Roselle Park, NJ 07204	Robert M Mesmer, LLC
William Mitchell, Owner	22 Greenwood Place, Flemington, NJ 08822	Samco Construction Co. LLC
Brad J. Moini, President	101 Buttonwood Lane, Freehold, NJ 07728	Chalmers Construction LLC
Frank Montgomery, Owner	42 Bryant Rd., Waretown, NJ 08758	OCM Construction
Robledo Morais, President	3001 Route 130 Apt 8D, Delran, NJ 08075	OCM Construction, LLC
Sandra Morizzo, Managing Member	311 Holyoke, Beach Haven, NJ 08008	Brothers Landscaping
Timothy Morrison, President	2745 SR668N, Junction City, OH 43748	J.H. Brothers Inc
William Morrissey, President	59 Lynwood Road, Cedar Grove, NJ 07009	Frank Montgomery Builder
Shawn F. Mowery, Member	1A Maple Leaf Drive, Holmdel, NJ 07733	SPMG Construction Inc
Raymond G. Mozak, Owner	1423 Teresa Drive, Fort Lee, NJ 07024	Seminole Construction, LLC
Frank J. Muratore Jr., Owner	1828 Herbert Boulevard, Williamstown, NJ 08094	Wallmasters Modular Inc
William Muzzio Jr., Owner	597 Lyman Ave, Woodbridge, NJ 07095	Team Equipment LLC
UJU A. Obiorah, President	259 West Forest Avenue, Englewood, NJ 07631	William Morrissey
		Monmouth Construction LLC
		same
		Raymond Mozak Plumbing & Heating
		Frank J. Muratore, Jr., Inc.
		Frank J. Muratore
		Citadel Environmental Consultants
		Envirocare Enterprises, Inc.
		Envirocare Enterprises, Inc.

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Inno Obiorah, Manager	658 Rutgers Pl, Paramus, NJ 07652	Envirocare Enterprises, Inc.
Thomas O'Connell, President	449 Grace Hill Road, Monroe, NJ 08817	Envirocare Enterprises, Inc.
Thomas O'Connell, President	499 Grace Hill Road, Monroe Twp, NJ 08837	CGT Construction, Inc.
Crezy Ohana, Owner	60 Miller Road, Montgomery, NY 12549	American Air Systems Group
Luis Oliveras, Owner	644 East 2nd St., Plainfield, NJ 07060	Ohana Metal & Iron Works Inc.
Krzystof Oprzadek, President	19 Woodville Rd, Hopewell, NJ 08525	Caslo Drywall Corp.
Brian O'Shea, Owner	1041 Glassboro Rd. D-2, Williamstown, NJ 08094	Old World Construction, Inc.
Mahesh Patel, Owner	828 Highland Ave, Paramus, NJ 07652	American Welding Services
Brian Patterson, President	11 Arlene Drive, West Long Branch, NJ 07764	American Welding Services, Inc.
James Patti, Owner	..	Coplen Management, Inc.
Julio Pereira, Vice-President	304 Crimson Circle, Oakhurst, NJ 07755	Brian Patterson Mechanical Contracting, Inc.
Antonio Pereira, President	159 Locust Avenue, West Long Branch, NJ 07764	Patti Construction, LLC
Manuel Pereira, Owner	194 Monmouth Ave., Long Branch, NJ 07740	Pax Construction Corp.
Ellen Petric, President	1162 Greenpond Road, Newfoundland, NJ 07435	Pax Construction Corp.
Steven Petric, Vice-President	1162 Greenpond Road, Newfoundland, NJ 07435	PER Construction LLC
Branson Pickney, Owner	408 West 129th Street, Apt. 7, New York, NY 10027	Petric & Associates, Inc.
Alicirio Jose Santana Pires, Owner	141 RT. 130 South, Suite 192, Cinnaminson, NJ 08077	Petric & Associates, Inc.
Kenneth Pontari, Partner	213 West Edgewood Ave., Linwood, NJ 08221	BP Enterprises, Inc.
Sharleen Poppalardo, Managing Member	11 Muirfield Court, Medford, NJ 08055	Five Star Quality Construction
Christopher Poppe, President	317 Greenridge Road, Franklin Lakes, NJ 07417	Shoreline Marine Construction, LLC
Glen P. Poppe, Secretary	795 Susquehanna Ave, Franklin Lakes, NJ 07417	Turf Services Express LLC
Alipio H. Pozo, Owner	187 Cortlandt Street, Belleville, NJ 07109	Centurion Companies Inc.
Jazmine Price, President	744 South St Unit 65, Philadelphia, PA 19147	Centurion Companies Inc.
Wojciech Puchajda, Owner	10 Jeanette St., Carteret, NJ 07008	Pozo Mechanical Inc.
Manuel Quito, Member	164 Polk Street, Apt. 1, Newark, NJ 07105	Green Diamond Roofing & Live Roof, LLC
Luis Riano, President	13 Poppy Ave., Neptune, 07753	Octagon Construction
Juan Riano, Owner	58 Steiner Ave., Neptune City, NJ 07753	Octagon Construction
John Riley Jr, Managing Member	140 Harrison Avenue, Fair Haven, NJ 07704	M.E. Group, LLC
Lauchland Roberts, President	2801 Remington Street, Suite 3, Fort Collins, CO 80526	Riano Brothers, LLC.
Jose Roca, Owner	468 9th St, Apt # 2, Palisades Park, NJ 07650	Atanasia Lazo Gutierrez
Eddy Rodriguez, Member	1100 W. 7th. St., Apt. A9, Plainfield, NJ 07063	Super Stars Construction Inc
Leonardo Marques Roncone, Managing Member	192 Emmet St., Newark, NJ 07105	Ocean Blue Builders LLC
James Rough, Owner	12767 Van Horne Rd., Meadville, PA 16335	GST Power Service Group Inc.
Gary Russo, President	3 Premier Way, Manalapan, NJ 07726	Estrada & Roca LLC
Christopher Rymal, Owner	1929 Darby Rd., Havertown, PA 19083	Eddy Drywall, LLC
Edward Sandora, President	15 North Branch River Rd., Branchburg, NJ 08876	Roncone Construction, L.L.C.
Michael Santos, President	988 Johnson Place, Apt. 4, Union, NJ 07083	Roncone Construction, L.L.C.
Peter Santos, President	35 Elmwood Ave, Unit 2B, Union, NJ 07083	James Rough Bleachers
Jerson Saravia, Owner	223-10, 113th St, Queens Vaillage, NY 11429	GSR Architectural, Inc
John Schiavo, Managing Member	6 Justa Lane, Cherry Hill, NJ 08003	IBS, Inc.
Alfred Sciubba, Managing Member	3 Chadwick Drive, Voorhees Twp., NJ 08043	Sandora & Spina Contracting Inc.
Pat Sellitti, Owner	870 Lamont Ave., Staten Island, NY 10309	AB Contracting & Developmmt LLC
Paul Sexton, Owner	462 10th Ave., Paterson, NJ	Artco Contracting & Development
Al Shan, President	108 Oak Glen Road, Toms River, NJ 08753	Artco Contracting & Development, Inc.
Shawn Sheeley, President	130 Sheeley Road, Kersey, PA 15846	Saravia Concrete Pumping Corp.
Margaret Sherman, President	203 Woods Avenue, Bergenfield, NJ 07621	Jamcon Construction LLC
Steven Simoni, President	..	Allied Construction LLC.
		Allied Construction Management, LLC
		Infinity Construction & Son, LLC
		Paul Sexton
		S & S Electric, LLC
		4 S Logging & Lumber Co., Inc.
		CPS Mechanical Contractors, Inc.
		S & S Carpet

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Andrzej Skora, President	67 Cox Cro Road, Toms River, NJ 08755	A.J. Skora Inc.
Gary W. Smith, President	584 Erial Road, Sicklerville, NJ 08081	G W Smith Construction, Inc.
Lisa L. Smith, Vice-President	584 Erial Road, Sicklerville, NJ 08081	G W Smith Construction, Inc.
John Sorrentino, Owner	65 Fern St, Browns Mills, NJ 08015	Barzzini Construction
Gregorio Soto, Owner	153 Lewis Street, Perth Amboy, NJ 08861	Jack Mack Commercial Roofing, Inc.
George Tassogloy, Owner	105 Cedar Ave. Woodlynne, NJ 08107	George's Carpet
		George Tassogloy
		TAU Associates Plumbing & Mechanical LLC
Lek Tauthong, Owner	91 Graham St, Jersey City, NJ 07307	Testa Corp
Steven D. Testa, Owner	6 North Hill Dr., Lynnfield, MA 01940	Retail Store Painting
John Thomas, President	202 Karen Drive, Scranton, PA 18505	MG Topflight
Ashish Thomas, Owner	6 Spruce Meadows Dr., Monroe, NJ 08831	NDA & Construction, LLC
Nester Torres, Owner	161 Thomas St, Unit 1, Newark, NJ 07114	L and Y Roofing, LLC
Luis Vargas, Owner	291 Jefferson Street, Paterson, NJ 07522	A V Construction, Inc
Michael Verduci, President	12 Verduci Drive, Newtown, PA 18940	Peter Vincent
Peter Vincent, Owner	129 Highland Ave, Jersey City, NJ 07306	Nicola Matera & Sons L.L.C.
Sheila Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	Nicola Matera & Sons L.L.C.
William Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	K & S Fabrication & Welding, LLC
Simon Walcott, Owner	43 Fairview Avenue, Bergenfield, NJ 07621	Euro Construction
Ireneusz Waluk, Owner	70 Bordentown-Chesterfield Rd., Chesterfield, NJ 08515	Todd Cable Construction, LLC
Todd E. Warmingham, Owner	P.O. Box 215, Newport, NY 13416	Wilder Drywall
Susan Wilder, President	101 Lookout Pass, Stormville, NY 12582	Wilder Drywall, Inc.
		Advanced Spray Technology
Robert Woods, President	6384 Tollgate Road, Zionsville, PA 18092	National Architectural Products Inc.
Antonene Yuhasz, President	4 Grant Dr., Cream Ridge, NJ 08510	National Architectural Products Inc.
James Yuhasz, Vice-President	4 Grant Dr., Cream Ridge, NJ 08514	MF Speed Construction, LLC
Magda Zamprogno, Other	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
Christopher Zimmermann, President	2303 Owen Court, Toms River, NJ 08755	ACC Construction LLC
Karen Zohak, Vice-President	210 Orange Avenue, Cranford, NJ 07016	Noreast, Inc.
David Zohak, President	210 Orange Avenue, Cranford, NJ 07016	Noreast, Inc.
Agustin Zuniga, President	420 Broadway, Long Branch, NJ 07740	American Eagle Contractor, Inc.



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION CODE OF ETHICS FOR VENDORS

Introduction

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

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

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

NJDOT Code of Ethics for Vendors

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

(Continued on Page 2)

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

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

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

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

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

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

Chris Christie
Governor



Jamie Fox
Commissioner

Kim Guadagno
Lt. Governor

Joseph D. Bertoni
Deputy Commissioner

October 2014

NEW JERSEY DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR CONSTRUCTION OF

PAGE 1

DP NUM 15428
BIDDER 3955

GENERATED 07-13-15
REVISED

Maintenance Dredging and Channel Improvements for Stump
Creek, Pews Creek and Leonardo State Marina Channels,
Contract No. 004201502, Old Bridge Township, Middlesex
County and Middletown Township, Monmouth County

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 08-04-15

AT 10:00 A.M.

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

STATE OF Pennsylvania

COUNTY OF Philadelphia

I Thomas F. Clauss

(NAME)

I AM President OF THE

(TITLE)

FIRM OF Tri-State Dredging, Inc.,

THE BIDDER SUBMITTING THIS PROPOSAL.

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

GENERATED 07-13-15
REVISED

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
SECTION 0001 Miscellaneous					
0001	PERFORMANCE BOND AND PAYMENT BOND				
	151006M	1.00	DOLL	12,970.00	12,970.00
0002	OWNER'S AND CONTRACTOR'S PROTECTIVE				
	LIABILITY INSURANCE				
	152004P	1.00	DOLL	25,000.00	25,000.00
0003	POLLUTION LIABILITY INSURANCE				
	152015P	1.00	DOLL	1,500.00	1,500.00
0004	BAR CHART PROGRESS SCHEDULE AND UPDATES				
	153009P		LUMP SUM	60,000.00	60,000.00
0005	MOBILIZATION				
	154003P		LUMP SUM	147,000.00	147,000.00
0006	FIELD OFFICE TYPE A SET UP				
	155003M	1.00	U	50,000.00	50,000.00
0007	FIELD OFFICE TYPE A MAINTENANCE				
	155021M	4.00	MO	10,000.00	40,000.00
0008	CONSTRUCTION LAYOUT				
	157004M	1.00	DOLL	15,000.00	15,000.00
0009	CAUTION FENCE				
	158003M	1,486.00	LF	10.00	14,860.00
0010	HEAVY DUTY SILT FENCE, ORANGE				
	158009M	1,928.00	LF	10.00	19,280.00
0011	CONSTRUCTION DRIVEWAY				
	158060M	135.00	T	100.00	13,500.00
0012	OIL ONLY EMERGENCY SPILL KIT, TYPE 1				
	158072M	1.00	U	15,000.00	15,000.00
0013	BIOLOGICAL SURVEYS				
	158085P	1.00	LS	100.00	100.00

Maintenance Dredging and Channel Improvements for Stump
Creek, Pews Creek and Leonardo State Marina Channels,
Contract No. 004201502, Old Bridge Township, Middlesex
County and Middletown Township, Monmouth County

PAGE 3

DP NUM 15428
BIDDER 3955

GENERATED 07-13-15
REVISED

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0014	CONSTRUCTION IDENTIFICATION SIGN, 6' X 12'				
	159018M	3.00	U	10,000.00	30,000.00
0015	FINAL CLEANUP				
	161003P		LUMP SUM	71,040.00	71,040.00
0016	CLEARING SITE				
	201003P		LUMP SUM	85,000.00	85,000.00
0017	DREDGING, TRANSPORT AND PLACEMENT TO CDF				
	202041M	13,674.00	CY	14.00	191,436.00
0018	DREDGING, TRANSPORT AND PLACEMENT TO				
	BEACHFILL				
	202042M	5,707.00	CY	14.00	79,898.00
	TOTAL				871,584.00
	SECTION 0001				
	Miscellaneous				

Check: 9145FD93

Amendment Count: 0

Maintenance Dredging and Channel Improvements for Stump
Creek, Pews Creek and Leonardo State Marina Channels,
Contract No. 004201502, Old Bridge Township, Middlesex
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LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
TOTAL PRICE					871,584.00

(THIS SPACE FOR DEPARTMENT USE ONLY)

EXTENSIONS AND ADDITIONS OF ITEMS IN THIS PROPOSAL HAVE BEEN VERIFIED.
ERRORS, IF ANY, HAVE BEEN IDENTIFIED AND CORRECTED IN ACCORDANCE WITH
DEPARTMENT SPECIFICATIONS.

Bruce Young

EXAMINER
BUREAU OF CONSTRUCTION SERVICES, NJDOT

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

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DC-16 (1/2013)

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


Bidx Proposal Number: 15428
Bidder/Vendor: NJDOT

PART 1: CERTIFICATION

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

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification.

Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of  s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE SELECT THE APPROPRIATE BOX:

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

OR

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

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

PART 2

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

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

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

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

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

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

Full Name (Print): Thomas F. Clauss
Title: President
Date: 08/03/15

Check: 9145FD93 Amendment Count: 0

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REVISED

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

I. AFFIRMATIVE ACTION

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

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

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

BY OTHERS

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

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

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

V. THIS SECTION IS RESERVED.

VI. SMALL BUSINESS ENTERPRISE REGISTRATION

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

VII. DEBARMENT

THAT HE AND HIS PRINCIPALS:

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

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

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

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

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

Maintenance Dredging and Channel Improvements for Stump
Creek, Pews Creek and Leonardo State Marina Channels,
Contract No. 004201502, Old Bridge Township, Middlesex
County and Middletown Township, Monmouth County

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

Maintenance Dredging and Channel Improvements for Stump
Creek, Pews Creek and Leonardo State Marina Channels,
Contract No. 004201502, Old Bridge Township, Middlesex
County and Middletown Township, Monmouth County

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BIDDER'S CERTIFICATION

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

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

Check: 9145FD93

Amendment Count: 0

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

Bid Proposal/Solicitation Number: 15428 Bidder/Vendor: T7463

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

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

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

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

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON

Name:

Relationship to
Bidder/Vendor:

Description of Activities:

Duration of Engagement:

Bidder/Vendor

Contact Name:

Contact Phone Number:

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

Full Name (Print): Thomas CLAUS

Signature: [Signature]

Title: PRS

Date: 8/24/15

**MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR STUMP
CREEK, PEWS CREEK AND LEONARDO STATE MARINA CHANNELS
CONTRACT NO. 004201502
OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY
DP# 15428
100% STATE**

Bid Date: 08/04/2015

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

THE FOLLOWING CHANGES ARE MADE TO THE SPECIAL PROVISIONS:

Page 2 of 38

**THE PROJECT SPECIFIC ATTACHMENTS 8, 9, AND 10 ARE DELETED AND
REPLACED WITH THE FOLLOWING:**

- 8. Department of the Army, New York District Corps of Engineers, Regulatory
Branch Permit NAN-2015-00589 for Stump Creek in Raritan Bay (NAN-2015-
00589-EYR-Stump Creek.pdf).**
- 9. Department of the Army, New York District Corps of Engineers, Regulatory
Branch Permit NAN-2015-00065 for Pews Creek in Raritan Bay (NAN-2015-
00065-EYR-Pews Creek.pdf).**
- 10. Department of the Army, New York District Corps of Engineers, Regulatory
Branch Permit NAN-2015-00495 for Leonardo State Marina Channel tributary to
Raritan Bay (NAN-2015-00495-EBO-Leonardo Marina.pdf).**

Section 105.08

**SUB-PART 2, PARAGRAPHS 4, 5, AND 6 ARE DELETED AND REPLACED WITH
THE FOLLOWING:**

- 4. Department of the Army, New York District Corps of Engineers, Regulatory
Branch Permit NAN-2015-00589 for Stump Creek in Raritan Bay (NAN-2015-
00589-EYR-Stump Creek.pdf).**
- 5. Department of the Army, New York District Corps of Engineers, Regulatory
Branch Permit NAN-2015-00065 for Pews Creek in Raritan Bay (NAN-2015-
00065-EYR-Pews Creek.pdf).**
- 6. Department of the Army, New York District Corps of Engineers, Regulatory
Branch Permit NAN-2015-00495 for Leonardo State Marina Channel tributary to
Raritan Bay (NAN-2015-00495-EBO-Leonardo Marina.pdf).**

Maintenance Dredging and Channel Improvements for Stump
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STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 1 through 1 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 AMENDEMENTS OR ACKNOWLEDGE THE ADDENDA WILL RESULT IN A MATERIAL DEFECT IN THE BID AND THE BID WILL BE REJECTED.

Check: 9145FD93

Amendment Count: 0

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VIII. PUBLIC LAW 2005, CHAPTER 51

I HAVE READ THE PROVISIONS OF AND THE BIDDER, INCLUDING ALL JOINT VENTURE
CONTRACTORS IF APPLICABLE, IS/ARE IN COMPLIANCE WITH
PL2005, CHAP. 51 (FORMERLY EO # 134). No

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

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

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

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

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

IMPORTANT NOTICE

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

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

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

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

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

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

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

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

=====

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

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

I HEREBY CERTIFY AS FOLLOWS:

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

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

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D) A COUNTY POLITICAL PARTY COMMITTEE; OR

E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

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

TITLE: President

No THE COMPANY, PARTNERSHIP OR ORGANIZATION IS THE VENDOR.

No THE COMPANY, PARTNERSHIP OR ORGANIZATION IS A PRINCIPAL (MORE THAN 10% OWNERSHIP OR CONTROL) OF THE VENDOR, A SUBSIDIARY CONTROLLED BY THE VENDOR, OR A POLITICAL ORGANIZATION (E.G., PAC) CONTROLLED BY THE VENDOR.

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

=====

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

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

I HEREBY CERTIFY AS FOLLOWS:

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

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

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

NAME: Thomas Clauss

SCHEDULE OF SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

PROJECT NAME: Maintenance Dredging & Channel Improvements for
Stumps Creek, New's Creek, and Leonardo State Marina
Channels, Contract No. 004201502

DATE: 8/10/2015

BID AMOUNT: \$871,384

DP No. 15428

	NAME OF THE CONTRACTOR	CHART CODE	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, ETC.) & CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	PROJECTED COMMENCEMENT & COMPLETION DATE FOR WORK	ACTUAL DOLLAR AMOUNT OF SUB-CONTRACT WORK
SBE	TRI STATE DRESSING		4320 HOLMES AVE AULANDERS, CA 92531	DRESSING	9/15-12/15	\$19,584.00
WBE	RACHLES MICHELE OIL CO		116 EUGLER AVE CLIFTON, NJ 07011	DEWATER DIESEL FUEL	9/15-12/15	\$27,000.00
NBE	HERBERT E. McDONALD	ASST	205 RTE 9 NORTH FRENCH, NJ 07731	SWABBY	9/15-12/15	\$25,000.00
						94%

TRI STATE DRESSING, INC.

BIDDER - PRINT NAME

WAYNE SMITH

LIAISON OFFICER

215-624-2270

TELEPHONE NUMBER



State of New Jersey

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

CHRIS CHRISTIE
Governor

JAMIE FOX
Commissioner

KIM GUADAGNO
Lt. Governor

August 20, 2015

Mr. Thomas F. Clauss, President
Tri-State Dredging, Inc.
4300 Holmesburg Avenue
Philadelphia, PA 19136

Re: Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428.

Dear Mr. Clauss:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428** to your firm on **August 18, 2015**. The Contract amount is **(\$871,584.00)**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds.

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

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

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

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

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

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

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

The attached N.J.D.O.T. Insurance Certificate must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference.**

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

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

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

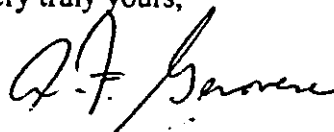
Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/ccmail.shtml

Please complete and submit Form AA-201 as follows:

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

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

Very truly yours,



Anthony Genovese
Director
Division of Procurement

AG/

c: B. DeLucia, L. Legge, J. Overton, P. Adams, E. Powers A. Genovese, K. Daniels, Q. Viernes,
D. Kuhn, G. Clifton, S. Douglas, W. Henderson

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature: 

Print Name: Thomas Clauss

Title: President

CONTRACT

THIS AGREEMENT Made the 17th day of September in the year two thousand (2015) fifteen, between the Department of Transportation of the State of New Jersey, herein after referred to as the Department and Tri-State Dredging, Inc. with a principal office location at 4300 Holmesburg Avenue, Philadelphia, PA 19136 herein after referred to as the Contractor.

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

Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428.

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

All payment obligations are subject to appropriations and the availability of funds.

In consideration of the covenants contained herein the Department hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of eight hundred seventy one thousand, five hundred eighty four dollars and no cents (\$871,584.00).

OVER

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

Department of Transportation
of the State of New Jersey

Eli D. Furber III

State Transportation Engineer

Date: 9/17/15

Witness, Attest, Affix Seal:

by James M. Winter

ACTING Secretary

New Jersey Department of Transportation

Date: 9/17/15

Tri-State Dredging, Inc.

[Signature]

Authorized Officer

Pres

Title of Officer

Thomas C. Lauss

(Also print or type name)

AFFIX SEAL IF A CORPORATION

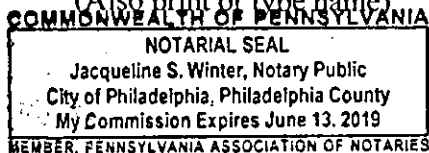
Witness or attest:

Jacqueline S. Winter (Winter)

Secretary

Jacqueline S. Winter

(Also print or type name)



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Tri-State Dredging, Inc.
4300 Holmesburg Avenue
Philadelphia, PA 19136

as PRINCIPAL and Colonial Surety Company

with underwriting office at 123 Tice Boulevard, Woodcliff Lake, NJ 07677

to which all communication in regard to this bond should be addressed, a corporation organized and existing under

The laws of the State of Pennsylvania and duly authorized to do business in the State of

New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey in the penal sum of

eight hundred seventy one thousand, five hundred eighty four dollars and no cents (\$871,584.00)

for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED and SEALED this 20 day of August, in the year two thousand fifteen.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been awarded a contract identified as:

Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428.

which said contract, upon execution by the Commissioner of Transportation of the State of New Jersey, and the Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implement or machinery furnished, used or consumed in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the party of the first part mentioned in the contract aforesaid; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefor, shall in any way affect the obligations of said Surety on its bond.

-OVER-

Maintenance Dredging and Channel Improvements for Stump Creek, Pawa Creek
and Leonardo State Marina Channels, Contract No. 004201502,
Old Bridge Township, Middlesex County, Middletown Township, Monmouth County,
100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428

Tri-State Dredging, Inc.



Signature of Authorized Officer

Pres

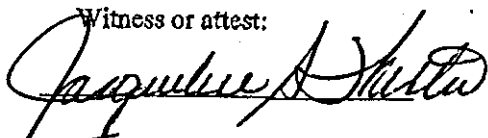
Title of Principal

Thomas Class

(ALSO PRINT OR TYPE NAME)

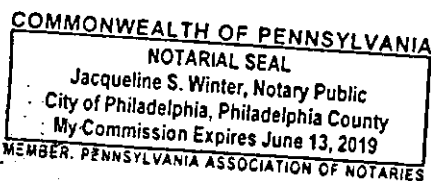
(AFFIX CORPORATE SEAL OF PRINCIPAL)

Witness or attest:

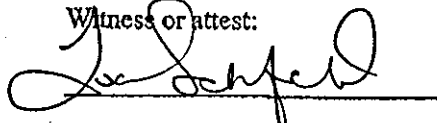


Jacqueline S. Winter

(ALSO PRINT OR TYPE NAME)



Witness or attest:



Lisa Schoenfeld

(ALSO PRINT OR TYPE NAME)

Colonial Surety Company

BY: Philip Shepard

Attorney-In-Fact

Philip Shepard

Surety Telephone No. 800-221-3662

(ALSO PRINT OR TYPE NAME)

(AFFIX CORPORATE SEAL OF SURETY)

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

FOR DEPT. USE ONLY:

SURETY CHECKED BY: Quintin Diernas

TREASURY CIRCULAR 570 \$ 2,361,000.00

LICENSED IN NEW JERSEY YES

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Tri-State Dredging, Inc.
4300 Holmesburg Avenue
Philadelphia, PA 19136

as PRINCIPAL and Colonial Surety Company

with underwriting office at 123 Tice Boulevard, Woodcliff Lake, NJ 07677

to which all communication in regard to this bond should be addressed, a corporation organized and existing under the laws of the State of Pennsylvania and duly authorized to do business in the State of New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey in the penal sum of eight hundred seventy one thousand, five hundred eighty four dollars and no cents (\$871,584.00)

for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED and SEALED this 20 day of August, in the year two thousand fifteen.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been awarded a contract identified as:

Maintenance Dredging and Channel Improvements for Stump Creek, Pews Creek and Leonardo State Marina Channels, Contract No. 004201502, Old Bridge Township, Middlesex County, Middletown Township, Monmouth County, 100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428.

which said contract, upon execution by the Commissioner of Transportation of the State of New Jersey, and the Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform each and every, all and singular, the things agreed by it (or them) to be done and performed according to the terms of said contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefor, shall in any way affect the obligations of said Surety on its bond.

-OVER-

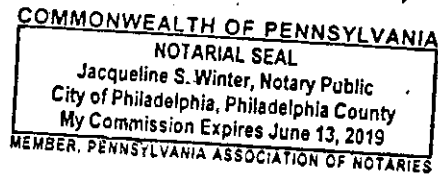
Maintenance Dredging and Channel Improvements for Stump Creek, Peas Creek
and Leonardo State Marina Channels, Contract No. 004201502.
Old Bridge Township, Middlesex County, Middletown Township, Monmouth County,
100% State, UPC No. 201502, P E No. 6110108, C E No. 2205866, D P No. 15428

Tri-State Dredging, Inc.

Witness or attest:

Jacqueline S. Winter

Jacqueline S. Winter
(ALSO PRINT OR TYPE NAME)



Signature of Authorized Officer

(Pnes)

Title of Principal

Thomas CLAUS
(ALSO PRINT OR TYPE NAME)
(AFFIX CORPORATE SEAL OF PRINCIPAL)

Witness or attest:

Lisa Schoenfeld

Lisa Schoenfeld
(ALSO PRINT OR TYPE NAME)

Colonial Surety Company

BY:

Philip Shepard

Attorney-In-Fact

Philip Shepard

Surety Telephone No. 800-221-3662

(ALSO PRINT OR TYPE NAME)
(AFFIX CORPORATE SEAL OF SURETY)

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

FOR DEPT. USE ONLY:

SURETY CHECKED BY: *Scientia Dierman*

TREASURY CIRCULAR 570 \$ *2,761,000.00*

LICENSED IN NEW JERSEY *YES*

COLONIAL SURETY COMPANY

Home Office: 1423 State Road, Duncannon, Pennsylvania 17020

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an office in Duncannon, Perry County, PA does by these presents make, constitute and appoint

Wayne Nunziata or Philip Shepard or Audie B. Murphy
of Harrisburg and the Commonwealth of Pennsylvania its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

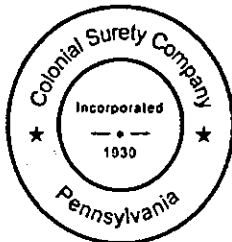
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President
and its corporate seal to be hereto affixed the 10th day of October, A.D., 2014.

Commonwealth of PA }
County of Perry } SS.



COLONIAL SURETY COMPANY

By

Wayne Nunziata
Wayne Nunziata, President

On this 10th day of October, in the year 2014, before me
Kathleen Kapp Miller, a notary public, personally appeared
Wayne Nunziata, personally known to me to be the person who
executed the within instrument as President, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



Notarial Seal
Kathleen Kapp Miller, Notary Public
Penn. Twp., Perry County
My Commission Expires May 17, 2017
Member, Pennsylvania Association of Notaries

Kathleen Kapp Miller
Kathleen Kapp Miller

Kathleen Kapp Miller
Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Duncannon, Pennsylvania this 20 day of
August, 20 15

Original printed with Blue and/or Black Ink.
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Audie B. Murphy
Audie B. Murphy, Secretary

-Inc 1930-

THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Colonial Surety Company, reinsured by Partner Reinsurance Company of the U.S. surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2014 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Johnson Lambert & Co., One Lawson Lane, P.O. Box 525, Burlington, VT 05402 and Deloitte & Touche, LLP, Two World Financial Center, 225 Liberty St., NY, NY 10281-1414 and are included in the Annual Statement on file with the Pennsylvania Department of Insurance, 1345 Strawberry Square, Harrisburg, PA 17120 and State of New York Department of Insurance, One Commerce Plaza, Albany, NY 12257

<u>Surety Companies(y)</u>	<u>Capital and Surplus</u>
Colonial Surety Company	\$ 23,607,146
Partner Reinsurance Company of the U.S.	\$1,420,043,907

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. '9305, the underwriting limitation established therein on July 1, 2015 (most recent calendar year available) is as follows:

<u>Surety Companies(y)</u>	<u>Limitation</u>
Colonial Surety Company	\$ 2,361,000
Partner Reinsurance Company of the U.S.	\$116,416,890

(4) The amount of the bond to which this statement and certification is attached is \$871,584.00

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:


<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Colonial Surety Company	123 Tice Blvd, Suite 250, Woodcliff Lake, NJ 07677	N/A
Partner Reinsurance Company of the U.S.	One Greenwich Plaza, Greenwich, CT 068306352	N/A

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying
agent for each surety on the bond)

I, Wayne Nunziata, as President for Colonial Surety Company, a corporation domiciled in the State of Pennsylvania, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGED that, if any of those statements made by me are false, this bond is VOIDABLE.



Wayne Nunziata
President

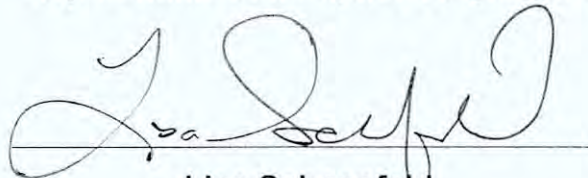
Dated: 8/20/15

State of New Jersey

County of Bergen

On this 20th day of August, the year 2015, before me, Lisa Schoenfeld, a Notary Public, personally came Philip Shepard, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon his by said Company.

Lisa Schoenfeld
A Notary Public of New Jersey
My Commission Expires August 3, 2016



Lisa Schoenfeld

Notary Public

Tri-State Dredging, Inc.

4300 Holmesburg Avenue
Philadelphia, PA 19136

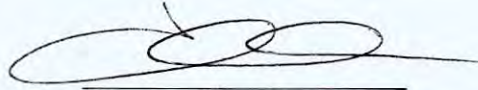
Phone: 215-624-2221
Fax: 215-331-5870
Email: TSDredging@msn.com

CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that Thomas Clauss, President of this corporation, is the sole corporate officer and there are no shareholders/stockholders in the corporation other than myself, has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by the New Jersey Department of Transportation, specifically **Maintenance Dredging and Channel Improvements for Stump Creek and Pews Creek and Leonardo State Marina Channels, Contract No. 004201502; Old Bridge Township, Middlesex County, Middletown Township, Monmouth County; 100% State, UPC Number: 201502, PE Number: 6110108, CE Number: 2205866, DP Number: 15428.**

I, Thomas Clauss, Secretary of a Corporation of New Jersey (State) CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on August 3, 2015 (Date, subsequent to the Bid Date), pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATED: 8/24/15



Signature, Corp. Secretary

Thomas Clauss

Print Name, Corp. Secretary

Pres + Sec.

AFFIX CORPORATE SEAL

Witness: Jacqueline S. Winter

Admin Assistant
Title

Jacqueline S. Winter
(Also print or type name)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jacqueline S. Winter, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires June 13, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARIZED

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

TRI-STATE DREDGING INC.

ADDRESS:

4300 HOLMESBURG AVE
PHILADELPHIA PA 19136

EFFECTIVE DATE:

06/21/99

TRADE NAME:

SEQUENCE NUMBER:

0738659

ISSUANCE DATE:

11/04/04

John E. Tully
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Tri-State Dredging, Inc.
2015

Responsible Representative(s):
Thomas Clauss, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Barber, Linda

From: Antinoro, Katherine <Katherine.Antinoro@treas.nj.gov>
Sent: Wednesday, September 16, 2015 10:05 AM
To: Barber, Linda
Cc: Daniels, Keith; Viernes, Quintin
Subject: RE: Chapter 51 Approval _ Tri-State Dredging, Inc -Dp 15428 -(RUSH)

TRI-STATE DREDGING, INC. was already approved for C.51/EO117 Two-Year Certification on 6/17/2014 and remains in compliance.

Please note it is the vendor's responsibility to file new forms with the State should they make any political contributions during the two-year timeframe or they have a change in their ownership structure.

Please verify the vendor's continuing compliance status with the Chapter 51 Review Unit for any future contracts. Submit written verification request to CD134@treas.nj.gov

Thank you

*Kathy Antinora
Dept. of the Treasury
Chapter 51 Review Unit
609-292-2043
609-984-7076 fax*

Maintenance Dredging and Channel Improvements for Stump Creek,
Pews Creek and Leonardo State Marina Channels,
Contract No. 004201502, Old Bridge Township, Middletown Township,
Middlesex and Monmouth Counties; 100% State, UPC No: 201502,
PE No: 6110108, CE No: 2205866,
DP No: 15428

OFFICE OF THE ATTORNEY GENERAL

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

John Jay Hoffman
Acting Attorney General of New Jersey

By Keith P. Ronan

Name: Keith P. Ronan

Deputy Attorney General

Date 9/17/15