

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING AND CONSTRUCTION
1510 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753

OFFICIAL CONTRACT



DREDGING AND RESTORATION TWILIGHT LAKE PROJECT

BOROUGH OF BAY HEAD, NEW JERSEY

BUREAU OF COASTAL ENGINEERING
PROJECT NOS. 2171-14

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State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES

Engineering and Construction

501 East State Street

P. O. Box 420

Trenton, N. J. 08625-0420

Tel. 609-292-9236 FAX 609-984-1908

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

ADVERTISEMENT FOR BID

September 11, 2014

NJDEP PROJECT NO. 2171
DREDGING AND RESTORATION OF TWILIGHT LAKE
BOROUGH OF BAY HEAD, NEW JERSEY

Sealed bid proposals for the Dredging and Restoration of Twilight Lake, in the Borough of Bay Head, Ocean County, New Jersey will be received by the Administrator, Office of Engineering and Construction, 1510 Hooper Avenue, Toms River, New Jersey 08753, at 10:00 A.M. prevailing time, Wednesday, October 1, 2014.

Bids shall be delivered to William Dixon, Acting Manager, Bureau of Coastal Engineering, in person at the above address or by mail prior to the time scheduled for bid openings. No bids will be accepted after the aforementioned time.

Plans and Specifications may be examined at the above address; however, call (732) 255-0767 before visiting to assure availability. Pre-qualified contractors can obtain bid documents from the Toms River address. Bidders must be pre-qualified with this Office under N.J.S.A. 52:35 et seq. and must register with both the New Jersey Department of Treasury, Division of Revenue pursuant to N.J.S.A. 52:32-44 AND the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91) prior to contract execution. Appropriate proof of these registrations should be provided to NJDEP as soon as possible.

No proposals will be considered unless accompanied by Certified Check or Bid Bond in the amount of at least ten percent (10%) of total amount bid and a certified statement from bonding company stating that it will furnish necessary performance and payment bond in the amount of the contract in accordance with N.J.S.A. 2A:44-143 and 2A:44-147 inclusive, with a surety or sureties satisfactory to the State of New Jersey.

Minimum wage rates for this project shall be as specified in the "Prevailing Wage Determination of the New Jersey Department of Labor and Industry" on file with this Department. The attention of bidders is directed to the provisions covering subletting or assigning the contract. The entire work is to be completed within the CONTRACT TIME STATED WITHIN THE BID DOCUMENTS.

The Department of Environmental Protection reserves the right to waive any informality in or to rejecting any or all bids as pursuant to law or in the best interest of the State.

Dave Rosenblatt, Administrator
Office of Engineering and Construction



State of New Jersey

MAIL CODE 501-01A

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES

Engineering and Construction

501 East State Street

P. O. Box 420

Trenton, N. J. 08625-0420

Tel. 609-292-9236 FAX 609-984-1908

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

October 6, 2014

Richard Wickberg
Wickberg Marine Contracting, Inc.
610 Main St.
Belford, New Jersey 07081

Re: Project 2171 Intent to Award Letter
Dredging & Restoration of Twilight Lake
Borough of Bay Head, Ocean County, New Jersey

Dear Mr. Wickberg:

The Department of Environmental Protection hereby finds that the bid submitted by you on Wednesday, October 1, 2014, for the above project, was the lowest responsible bid received. Accordingly, the Department, by this letter, has awarded the project designated as Project 2171, Dredging & Restoration of Twilight Lake Borough of Bay Head, Ocean County, New Jersey to your firm, Wickberg Marine Contracting, Inc. The Contract amount is \$920,000.00. This award is not binding on the Department until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you received a fully executed contract.

Enclosed for execution and return are eight (8) original copies of Contract No. 2171. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is executed by the Commissioner of his/her designee. The contract must be signed and witnessed. 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.

You are required to furnish a performance and a payment bond by a surety company listed in the current U.S. Treasury Circular 570 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 that 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 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. 52:31-44) 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.

As per the specifications, you have a maximum of ten (10) calendar days from receipt of this letter to return the fully executed contract, payment and performance bond and proof of valid business registrations, and signed and notarized paperwork to this office. Failure to do so will result in the disqualification of your bid.

The NJDEP Insurance Certificate (DC 175) must be completed by your insurance agency in triplicate and submitted to the Department at the preconstruction meeting.

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

The New Jersey Department of Environmental Protection does not have the delegated authority to monitor and enforce EEO Workforce Compliance State Funded/Partially State Funded construction projects. The New Jersey Department of 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 you **Initial Project Workforce Report – Construction, Form AA-201** which is enclosed for your convenience.

Please complete and submit Form AA-201 to the following:

<u>First (2) Copies to:</u> New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	<u>(3rd) Copy – (Marked Public Agency) to:</u> New Jersey Department of Environmental Protection Bureau of Coastal Engineering 1510 Hooper Avenue, Suite 140 Toms River, NJ 08753
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The contract becomes effective on the date of issuance of the Notice to Proceed (NTP). No work shall begin until the NTP is issued.

Please return all completed documents to Bill Dixon, Acting Manager, Bureau of Coastal Engineering, 1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753.

Sincerely,



Dave Rosenblatt, Administrator
Office of Engineering & Construction

CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year two thousand fourteen, between the Department of Environmental Protection, Office of Engineering and Construction of the State of New Jersey, herein after referred to as the Office and Wickberg Marine Contracting, Inc. with a principal office location at 610 Main St., Belford, New Jersey 07718 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

DREDGING & RESTORATION OF TWILIGHT LAKE, BAY HEAD BOROUGH
BOROUGH OF BAY HEAD, NEW JERSEY.
NJDEP, BUREAU OF COASTAL ENGINEERING PROJECT NUMBER 2171

in strict and entire conformity with the plans and specifications on file at the office of the Office of Engineering and Construction and by the Specification and Proposal Form, 7 CFR PART 3016, the Supplement to OSHA Parts 1910 & 1926, Appendix, Addendum that contains the USACE and State of New Jersey Permits, and plans marked as E-36-20 applying to this particular work, which were duly approved by the State Commissioner of the Department of Environmental Protection under the power and authority vested in the Department under Chapter 148, Laws of 1992 which said plans, specifications and documents are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the covenants contained herein the Office hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of nine hundred twenty thousand dollars and no cents (\$920,000.00).

OVER

DREDGING & RESTORATION OF TWILIGHT LAKE,
BOROUGH OF BAY HEAD, NEW JERSEY.
NJDEP, BUREAU OF COASTAL ENGINEERING PROJECT NUMBER 2171

IN WITNESS WHEREOF, the Contractor and the Office have hereunto set their respective names on the day and year first written.

(SEAL)

WICKBERG MARINE CONTRACT, INC.

Richard Wickberg
(Print)

ATTEST:

BY

John Wally
PRESIDENT

[Signature]
NOTARY

GINA M WICKBERG
ID # 2040392
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 15, 2018

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING AND CONSTRUCTION
OF THE STATE OF NEW JERSEY

[Signature]

DAVE ROSENBLATT, ADMINISTRATOR
OFFICE OF ENGINEERING & CONSTRUCTION

APPROVED:

(SEAL)

[Signature]

RICH BOORNAZIAN, ASSISTANT COMMISSIONER
NATURAL & HISTORIC RESOURCES

The aforementioned agreement
has been reviewed and
approved as to form.

JOHN JAY HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

[Signature]
Name: DAVID C. APY
Assistant Attorney General

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF ENGINEERING AND CONSTRUCTION
BUREAU OF COASTAL ENGINEERING
1510 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753

NOTICE TO BIDDERS
SPECIFICATIONS
AND
PROPOSAL FORM
FOR



**DREDGING & RESTORATION OF TWILIGHT LAKE
BOROUGH OF BAY HEAD, NEW JERSEY**

BUREAU OF COASTAL ENGINEERING
PROJECT NO. 2171

September 11, 2014

2171

1:00 (1) PROJECT DESCRIPTION:

1:01 LOCATION:

The proposed dredging and site restoration to be performed under this project is located in the Borough of Bay Head, County of Ocean, New Jersey, on the plans in two (2) sheets signed September 10, 2014.

1:02 WORK DESCRIPTION:

The work to be performed under these specifications consists of the furnishing of all equipment, labor and personnel, supplies and facilities, and the performing of all work required for the satisfactory removal and disposal of all material necessary to dredge and restore Twilight Lake, in the Borough of Bay Head, Ocean County, New Jersey in conformity with these specifications, and as shown on the project plans in two (2) sheets, signed September 10, 2014 and enumerated as E-36-20. See section 11:00 for Technical Specifications.

The Contractor shall adhere to the following provisions:

1. The Bureau of Coastal Engineering permits the Contractor a maximum of five (5) calendar days to return all completed forms, executed bonds, and signed and notarized necessary paperwork for the contract in its entirety. Failure to do so could result in the Contractor's disqualification of their bid.
2. The contractor shall be fully mobilized and begin work within five (5) calendar days after receiving the Notice To Proceed Letter from the Bureau of Coastal Engineering.
3. Bidders MUST visit the site(s) to satisfy themselves of the site(s), proposed work, and existing conditions prior to submitting their bid. Should the contractor decide not to visit the site(s), this will not relieve him of performing the job for the total price bid.
4. Other information given for bidding purposes, prior to construction, are for general information only, and are not warranted to show actual conditions, nor intended to substitute for personal investigation.
5. Prior to any site disturbance, the Contractor shall field verify the existing topography and advise the Engineer in writing of any discrepancies. Should discrepancies arise, the Engineer reserves the right to provide a change of plan within seven (7) working days of said notification. The Contractor shall make no claims if a change of plan is necessary.

2171

1:00 (2) **PROJECT DESCRIPTION:**

1:02 **WORK DESCRIPTION Con't:**

6. The Contractor shall comply with the Laws of the United States and the State of New Jersey. He shall conform to such sanitary requirements as may be prescribed by the State or Municipal Laws. The Contractor shall comply with any State code or United States code, which applies to any of the work to be done under the contract.
7. The Contractor is advised that other projects will be progressing in the general project area during the time frame of this Project. The Contractor shall coordinate directly with these parties associated with these other projects throughout the duration of this Contract. The Contractor shall coordinate their project schedule with these other parties associated with these other projects so there is a continuous progression of work. It may be of interest to schedule meetings with these other parties associated with these other projects to ensure conflicts are limited while notifying the State and their representatives of any concerns. The Contractor is responsible for meeting the overall project completion schedule. A listing of the Contact information of these Projects is located below. There will be no additional cost for the coordination activities mentioned herewith.

Borough of Bay Head
Department of Public Works
Phone #: (732) 892-0574

NJDOT Contractor
Contact: Agate Construction Co., Inc.
Telephone #: (609) 624-9090

8. New Jersey Department of Environmental Protection (NJDEP) winning contractor is responsible for 15 day notification of any deliveries and work activity which could potentially affect the current New Jersey Department of Transportation (NJDOT) projects on Route 35, mileposts 4.0 -12.5, but specifically for NJDOT work occurring in the Borough of Bay Head. The following are the NJDOT Resident Engineer's contact numbers for the affected projects:

Route 35 mp 9.0 - 12.5: (732) 202-7256
Route 35 mp 4.0 - 9.0: (732) 793-0346

All Contractors are advised that these NJDOT Projects are fast tracked and will contain restricted vehicle movements when passing through them. The NJDOT will work with the winning Contractor wherever possible however, there will be time frames where changes to traffic patterns are not possible. All bidding Contractors are advised to review the NJDOT Contract's Traffic plans prior to bidding.

2171

1:00 (3) PROJECT DESCRIPTION:

1:02 WORK DESCRIPTION Con't:

9. All applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction of the site and construction of the project shall apply to this project throughout and they shall be deemed to be included in the contract the same as though herein written out in full.
10. Where referenced "Manager" shall be deemed to include the Manager or Acting Manager of the NJDEP Bureau of Coastal Engineering or authorized representative.
11. The Contractor will be required to protect all concrete pavement, curb, sidewalk, and bulkhead from any damage during the construction of the work. If any such property is damaged by the Contractor or his agents, or employees, he will be required to replace the damaged property to the entire satisfaction of the Owner or Owner's representative.
12. The Contractor shall hold and save harmless the State of New Jersey from liability of any nature or kind including expenses and costs for, or on account of, any patented process material or method, used in this project, or royalties arising from his use of any patented process material or method in any way involved in this project.
13. Should the Contractor, during the progress of the work lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to property he shall recover and remove the same with the utmost dispatch.

The Contractor shall be given immediate notice with description and location of such obstructions from the Manager, and when required shall mark or buoy such obstructions until the same is removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be ordered removed by the Manager and the costs of such removal may be deducted from any money due or to become due the Contractor.

14. The Contractor shall include in his bid for the work the cost of providing and removing all access roadways and trestles required by his operations. Ramps and trestles shall be constructed in such a manner as to make them safe to carry all construction loads. The Contractor shall be responsible for the design, construction, and complete removal of such structures.

2171

1:00 (4) **PROJECT DESCRIPTION:**

1:02 **WORK DESCRIPTION Con't:**

15. The contractor shall obtain all access and/or rights of way as necessary for his operations. All access areas shall be barricaded when not in use and shall be maintained in a safe, clean condition. No access point other than those identified on the plans will be used unless approved in writing by the Contract Manager.
16. The contractor is responsible for the restoration and repair of all private and public property and improvements disturbed, damaged, moved or changed in any way to their condition prior to the contractor's operations.
17. There is NO maintenance bond required for this project. However, the contractor is required to guarantee the survival rate of the trees, bushes, and grass at 80% survival past 1 year from the (re)planting date.
18. There is NO adjustment for fuel price to be paid under this contract.
19. There is NO bonus paid should the contractor complete the work prior to the anticipated environmental window or contract time described herein.
20. While the NJDEP reserves the right to take as long as 45 after bids have been received to fully execute a contract; it is the Department's intent to issue the contract within two weeks (14 calendar days) upon receipt of necessary paperwork from the winning bidders including executed performance and payments bonds and signed and sealed original copies of the contract. Failure to submit all necessary paperwork to the Bureau of Coastal Engineering in a timely fashion will delay the execution of the contract and issuance of Notice to Proceed. The window to execute a contract shall be officially stopped should there be any formal bid protest until such time as the protest is officially dismissed. The clock shall continue from the elapsed time prior to the formal protest moving forward.
21. DUE TO PERMIT RESTRICTIONS, NO DREDGING SHALL BE PERFORMED BETWEEN JANUARY 1st AND MAY 31st OF ANY CALENDAR YEAR.

2171

1:00 (5) PROJECT DESCRIPTION:

1:02 WORK DESCRIPTION Con't:

The work under this project is to be bid upon and executed under four (4) work items, more particularly described as follows:

ITEM NO. 1 - GENERAL WORK:

The work under this item is to be bid upon and executed on a lump sum basis. The lump sum bid shall include mobilization and demobilization of all dredging plant, shore based equipment, and facilities required to perform the dredging, dewatering, and disposal as described herein; and all materials, supplies, facilities, work and expenses required for the execution and completion of the project work as a whole and not specifically provided for elsewhere. See subsection 11:01 for further details of General Work and specifics.

ITEM NO. 2 - SURVEY:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, materials, equipment, rigging, tools, and accessories required for the conducting of pre-dredge and post-dredge hydrographic surveys, an as-built topographic survey, as well as pre-dredge and post-dredge volume estimates prepared by a Professional Engineer licensed in the State of New Jersey as specified in Section 12:00. See subsection 11:02 for further details and specifications.

ITEM NO. 3 - DREDGING & DISPOSAL:

The work under this item shall consist of the dredging of Twilight Lake in the Borough of Bay Head, Ocean County as shown on the project plans, by the removal and satisfactory disposal of an estimated quantity of material. This work shall be bid upon and executed at a unit price per cubic yard of material removed from the lake and satisfactorily transported and placed into the designated disposal area.

The maximum amount of material to be dredged is 30,000 C.Y.

DUE TO PERMIT RESTRICTIONS, NO DREDGING SHALL BE PERFORMED BETWEEN JANUARY 1st AND MAY 31st OF ANY CALENDAR YEAR.

See subsection 11:03 and 11:06 for details and specifics.

2171

1:00 (6) PROJECT DESCRIPTION:

1:02 WORK DESCRIPTION Con't:

ITEM NO. 4 – SITE RESTORATION:

The work under this item is to be bid upon and executed on a per item basis and shall include all work described in these specifications for restoration of the dewatering site including, but, not limited to, the full removal of the dewatering site and of the soil erosion and sediment controls measures, grading of the site after full removal of dredge spoils, reseeding of the site, and resetting of trees, shrubs, fences, walks, and minor yard structures that existed prior to the commencement of the Ocean County dredge project.

Any items to be reset which are damaged or deteriorated shall be replaced in kind with new materials. All costs shall be included under the site restoration bid items. A list of materials to be reset and planting are described below.

4.1	Remove & Restore Dewatering Site	1	LS
4.2	Japanese Black Pine	14	trees
4.3	Beach Plum	14	trees
4.4	Bayberry	12	trees
4.5	Cherry Tree	4	trees
4.6	American Holly	8	trees
4.7	Top Soil (4" thick)	4,780	sq yds
4.8	Fertilizer & Seed	4,780	sq yds
4.9	Mulching	4,780	sq yds
4.10	Reset Fence & structures	1	LS

The contractor shall take care to not disturb the wetlands within the project limits. In event that the wetlands are disturbed, it shall be the Contractor's sole responsibility to restore the area at no additional cost to the State.

See Subsection 11:04 for further details and specifications

1:03 MATERIAL TO BE DREDGED:

The material to be dredged had core samples taken in January 2014 and can be found in Appendix A. The material to be dredged is believed to be mud, gravel, sand or clay, all or a combination of either and may contain vegetation. No guarantee is given of this, however, and the State of New Jersey will not be responsible if the actual conditions are found to be different.

The contractor is encouraged to visit the site and if necessary, sample the material if he is not familiar with the location of the work. See subsection 11:03 and 11:06 for further details.

2171

1:00 (7) PROJECT DESCRIPTION:

1:04 FINAL DISPOSAL SITES

The material dredged from Twilight Lake is to be disposed of in the Ocean County Landfill or an approved alternative. The material must meet all codes and regulations at the landfill therefore dredged material may need to be mixed in order to be disposed in certain locations.

The contractor is responsible for meeting all local, state, and federal transportation and disposal codes.

1:05 CONTRACT QUANTITIES:

Item No. 1 – General Work

Including mobilization and demobilization. Lump Sum

Item No. 2 – Survey

The performing of hydrographic surveys and volume computations Lump Sum

Item No. 3 – Dredging & Disposal,

Dredging and Disposal of 30,000 Cubic Yards

Item No. 4 – Site Restoration

- 4.1 – Removal and Restoration of Dewatering Site: Lump Sum
- 4.2 – Japanese Black Pine. 14 Trees
- 4.3 – Beach Plum 14 Trees
- 4.4 – Bayberry. 12 Trees
- 4.5 – Cherry Tree. 4 Trees
- 4.6 – American Holly 8 Trees
- 4.7 – Top Soil (4" thick). 4,780 Sq Yd
- 4.8 – Fertilizer & Seed 4,780 Sq Yd
- 4.9 – Straw Mulching 4,780 Sq Yd
- 4.10 – Reset Fence & All Other Structures Lump Sum

See section 11:09 for payment details.

1:06 PROJECT SIGN:

The Contractor shall furnish and erect one project sign, and shall maintain the sign throughout the contract operations. The sign shall be placed at a specific location designated in the field by the Manager. The cost of the sign and of its erection, maintenance, and removal shall be included in the lump sum price bid for Item No. 1 - General Work.

2171

1:00 (8) PROJECT DESCRIPTION:

1:06 PROJECT SIGN Con't:

The text of the sign shall be as follows:

1. STATE OF NEW JERSEY
2. DEPARTMENT OF ENVIRONMENTAL PROTECTION
3. DREDGING PROJECT NUMBER 2171

4. THIS PROJECT IS DESIGNED TO AS A
5. PROTECTIVE MEASURE TO RESTORE AND
6. PRESERVE NEW JERSEY'S COASTAL LAKES

7. CHRIS CHRISTIE, Governor
8. KIM GUADAGNO, Lieutenant Governor
9. BOB MARTIN, Commissioner
10. MAYOR WILLIAM W. CURTIS, Borough of Bay Head

NOTE: Lines 1 to 3 to be 4 inches high
Lines 4 to 7 to be block letters 2 1/2 inches high
Lines 8 to 10 to be 2 inches high

The upper portion of the sign, Lines 1 to 3, shall be gold letters on a blue field. The lower portion, Lines 4 to 10 shall be blue lettering on a gold field. All lettering shall be upper case standard block form.

1:07 DETERMINATION OF LOWEST BID AND CONTRACT AWARD:

This contract is receiving funding from an outside source, the National Resources Conservation Service (NRCS), with an expiration date on funds available to expend. With that, the Department reserves the right to reduce the scope of work based on production rates and timing restrictions.

Bids will be compared on the basis of the total amount bid for all the work as outlined in the proposal form. If the lowest acceptable bid is within the funds available to finance the project, a contract will be awarded for all the work as bid upon. If the total amount of the lowest acceptable bid exceeds the available project funds, the Department reserves the right to reduce the quantity of work so that a total dollar amount produced is within the available funds, and to award a contract on such a reduced basis.

The Department reserves the right either to award a contract for all work as bid upon, or to reject any and all bids, as may be deemed in the best interests of the State of New Jersey.

In the event of a discrepancy between a unit price bid and an extended total in the bid proposal, the unit price shall govern.

2171

1:00 (9) PROJECT DESCRIPTION:

1:08 CONTRACT TIME:

The time allowed for the completion of all work under this contract shall be **120 CONSECUTIVE CALENDAR DAYS**. In the event of severe weather, which would not allow for work during these days, the contractor will be credited by the inspector against total elapsed time up until permit imposed timing restrictions.

DUE TO PERMIT RESTRICTIONS, NO DREDGING SHALL BE PERFORMED BETWEEN JANUARY 1st AND MAY 31st OF ANY CALENDAR YEAR.

NOTE: IF THE CONTRACTOR CANNOT COMPLETE THE DREDGING WITHIN THE ABOVE-MENTIONED ENVIRONMENTAL WINDOW, ONCE THE TIMING RESTRICTION IS LIFTED, HE SHALL REMOBILIZE ALL DREDGE PLANT, EQUIPMENT, PIPELINE, TRAILERS, ETC. AT NO ADDITIONAL COST TO THE STATE OF THE NEW JERSEY, AND FINISH THE PROJECT IN ITS ENTIRETY AT THE UNIT PRICE PER CUBIC YARD THAT WAS BID UPON IN THE CONTRACT.

See subsection 7:00 for further particulars.

1:09 INVESTIGATION OF SITE AND CONDITIONS:

A Pre-Bid Meeting will be scheduled for Tuesday, September 23, 2014 at 10:00 am at the project site. All contractors interested in bidding on the project are invited to attend. All questions raised before and at the pre-bid meeting will be compiled and distributed within 2 days of the meeting to all potential bidders.

The contractor, by the submission of a bid, acknowledges as follows: that he is satisfied as to the nature and location of the work; the general and local conditions, including but not limited to those bearing on accessibility, transportation, disposal, handling and storage of materials; the availability of labor, water, supplies, materials, power, roads, the uncertainties of weather, tides and similar physical conditions at the sites of the work; the conformation and conditions of the ground, the surface or sub-surface materials, conditions and obstacles, and the character of the equipment and facilities needed prior to and during prosecution of the work.

Any failure of the contractor to become acquainted with any and all factors bearing on the project will not constitute relief from the responsibility for estimating properly the difficulty and the cost of successfully performing the work, and the responsibility for completing the project under the terms of the contract and at the unit or lump sum prices bid in the proposal.

2171

1:00 (10) PROJECT DESCRIPTION:

:10 NEW JERSEY PREVAILING WAGE ACT:

See section 5:04 herein for detailed requirements of the New Jersey Prevailing Wage Act. A copy of bulletin MW 210 entitled "Prevailing Rate of Wages on Public Contracts", issued by the State of New Jersey, Department of Labor and Industry, will be on file for inspection in the Trenton and Toms River offices of the Bureau of Coastal Engineering, together with "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Industry, and will be attached to the contract for the project.

The following shall be added to Section 5:04:

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Davis-Bacon web site at <http://www.access.gpo.gov/davisbacon/nj.html> under the appropriate county where the project is to be performed, select the construction type heading: HEAVY.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

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.).

By submission of bid, the Contractor assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

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

1:11 NEW JERSEY SALES AND USE TAX ACT:

See Subsection 5:04(A) herein for Sales Tax Exemption Statement.

2171

1:00 (11) PROJECT DESCRIPTION:

1:12 DIVISION OF MOTOR VEHICLES REGULATIONS:

The contractor must conform to N.J.A.C. 7:27-14.1 et seq. "Control and Prohibition of Air Pollution from Diesel-Powered Motor Vehicles".

1:13 AFFIRMATIVE ACTION:

See Subsection 5:04 (B) herein for requirements. Bidders are required to comply with the requirements of P.L. 1975, c.127.

The parties to this contract agree to incorporate into this contract the mandatory language of sub-section 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor and/or sub-contractor agree to comply fully with the terms, provisions and obligations of said sub-section 3.4 (a), provided that said sub-section shall be applied subject to the terms of sub-section 3.4(d) of said regulations.

1:14 AMERICANS WITH DISABILITIES ACT (A.D.A.):

Bidders are required to comply with the provisions of the Americans with Disabilities Act, (A.D.A.), as amended. This shall also pertain to any and all sub-contractors.

1:15 BUSINESS REGISTRATION:

All Contractors bidding the work under this contract shall comply with the provisions of P.L. 2001, c. 134, Business Registration. No state agency can enter into a contract with contractors unless first provided with proof of a valid business registration with the Division of Revenue. A hotline, the Client Registration Unit at Revenue, has been set up at (609)-292-1730 for validation of current status or new contractor registration.

1:16 EXECUTIVE ORDER 129:

All Contractors bidding the work under this contract shall comply with the provisions of Executive Order 129. No state agency can enter into a contract with contractors unless first provided with Executive Order 129 certification that the Contractor shall not shift services declared to sources outside the United States. Included is form N.J.S.A 52:34-13.2 Certification, Source Disclosure Certification Form-DPA, to be completed by the Contractor. It is the Contractor's responsibility to ensure that they are in full compliance with Executive Order 129.

2171

1:00 (12) PROJECT DESCRIPTION:

1:17 PUBLIC LAW 2005, CHAPTER 51 (FORMERLY E.O. 134):

All Contractors bidding the work under this contract shall comply with the provisions of Public Law 2005, Chapter 51. No state agency can enter into a contract with contractors unless first provided with Public Law 2005, Chapter 51 certification that the Contractor has not solicited or made any contributions of money, pledge of contribution, including in-kind contributions that would bar the award of the contract.

Included are forms DPP c51-C&D, Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, MacBride Principles Form, Affirmative Action Supplement, and the Affirmative Action Employee Information Report (Form AA302), to be completed by the Contractor. It is the Contractor's responsibility to ensure that they are in full compliance with Public Law 2005, Chapter 51.

1:18 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS:

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

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

The contract resulting from this invitation to bid is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the invitation to bid, 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

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1:00 (13) PROJECT DESCRIPTION:

1:18 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS Con't.:

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.

1:19 REVIEW OF CONTRACTS:

The Bureau of Coastal Engineering shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Furthermore, the Bureau, the Natural Resources Conservation Service, the Comptroller General of the United, or any of their duly authorized representatives reserves the right to access any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making examination, excerpts, and transcriptions for a period of three years after final payment has been made and all other pending matters are closed.

1:20 NONDISCRIMINATION REQUIREMENTS:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 2250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

1:21 APPLICABLE REGULATIONS:

Due to the nature of funding sources utilized to implement the project, the following Federal Regulations, where applicable, shall apply:

The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1>.)

- i. **7 CFR Section 3015.205**, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
- ii. **7 CFR Part 3016**, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

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1:00 (14) PROJECT DESCRIPTION:

1:21 APPLICABLE REGULATIONS Con't.:

- iii. **7 CFR Part 3017**, "Government wide Debarment and Suspension (Nonprocurement)"
- iv. **7 CFR Part 3018**, "New Restrictions on Lobbying"
- v. **7 CFR Part 3019**, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"
- vi. **7 CFR Part 3021**, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)"
- vii. **7 CFR Part 3052**, "Audits of States, Local Governments, and Nonprofit Organizations"
- viii. **2 CFR Part 215**, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
- ix. **Office of Management and Budget (OMB) Circular No. A-102**, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)
- x. **2 CFR Part 25**, "Universal Identifier and Central Contractor Registration"
- xi. **2 CFR Part 170**, "Reporting Subaward and Executive Compensation Information"
- xii. **Public Law 109-282**, "Federal Funding Accountability and Transparency Act of 2006"
- xiii. **2 CFR Section 175**, "Award Term for Trafficking in Persons"

1:22 OSHA PARTS 1910 & 1926:

All Contractors bidding the work under this contract shall comply with the provisions of the Supplement to OSHA Parts 1910 & 1926, Construction Industry Standards and Interpretations, contained herein.

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1:00 (15) PROJECT DESCRIPTION:

1:23 PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGEMENTS OF SUPPORT AND DISCLAIMER:

All Contractors bidding the work under this contract shall comply with the following statements regarding copyrights, etc.:

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number 68-2B29-13-205."

- e. In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

- f. The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

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1:00 (16) PROJECT DESCRIPTION:

1:24 COPELAND "ANTI-KICKBACK" ACT:

All Contractors bidding the work under this contract shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

1:25 CLEAN AIR, CLEAN WATER, FEDERAL EXECUTIVE ORDER 11738, AND E.P.A. COMPLIANCE:

All Contractors bidding the work under this contract shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Failure on the part of the Contractor to familiarize themselves with the particulars stated herein shall not relieve them from compliance, and any damages, penalties, or subsequent costs associated shall be bore solely by the Contractor.

1:26 ENERGY POLICY AND CONSERVATION ACT:

All Contractors bidding the work under this contract shall comply with the provisions of the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). All costs associated with said compliance shall be accounted for within the various bid items, with no additional payments to be made for compliance.

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S2:00 **STD. REVISED 9/1/63, 3/29/73, 11/1/75, 6/1/79, 1 /1/96,
3/27/08**

2:00 **PROJECT PLANS AND SPECIFICATIONS:**

2:01 **PROJECT-SPECIFICATIONS:**

As issued, include Project Advertisement, Terms and Conditions of bidding and Contract Award, Project Specifications both general and technical and the project Proposal Form.

The specifications will be annexed to and become part of the contract.

2:02 **THE PROJECT PLANS:**

Are issued to accompany and be a part of the specifications. The plans are identified by date and number of sheets in Section 1:00 of these specifications.

2:03 **GENERAL STATEMENT:**

All labor, material and appliances to be furnished and all work to be done by the Contractor shall strictly conform to the specifications and plans. The specifications and plans are intended to be consistent with each other, but should there be any inconsistency either the specifications or plans shall take precedence, as decided by the Supervisor.

The work herein involved is to be complete in every way notwithstanding that every detail is not particularly mentioned. Any discrepancy shall be called to the attention of the Manager, in writing, who shall give a decision in writing.

Any desired change or modification of the project work herein specified must be evidenced by a written order by the Manager. Where a change or modification involves work, materials, products, or structures not specified herein, it must be evidenced by a supplemental work order describing and specifying the additional work and fixing the amount of compensation. Such supplemental work orders shall extend and be part of the original contract and surety bond.

All orders issued by the Manager and all supplemental work orders shall be delivered to the Contractor or his representative before the work thereunder is begun.

2171

S2:00 STD. REVISED 9/ /63, 3/29/73, 11/1/75, 6/1/79, 10/1/96
S3:00 STD. REVISED 8/1 /57, 10/23/57, 8/1/61, 9/1/63, 4/22/70,
1/4/71, 3/29/73, 2/15/74,11/1/75, 6/1/79, 6/11/82,
10/1/96, 3/27/01

2:03 **GENERAL STATEMENT Con't:**

If in the opinion of the Contractor, the construction operations as shown on the plan or staked on the ground will damage or undermine existing structures or properties adjacent to the site of the work, the Contractor shall request an examination and determination by the Bureau Manager before proceeding with the work.

Such examination and determination by the Bureau Manager shall not relieve the Contractor in any way from his proper responsibility for damages caused to structures or properties adjacent to the site of the work by his operations.

2:04 **TIDES AND DATUM:**

The datum plane of reference is indicated on the plans. It has been established at the site of the work and will not be changed during the progress of the work. The range of tide is shown on the plans.

3:00 **BIDDING AND CONTRACT AWARD:**

3:01 **PROPOSAL AND ESTIMATED QUANTITIES:**

Bids are solicited and shall be submitted on the Proposal Form attached to these specifications. A unit price or lump sum as specified shall be bid for each item of work complete in place. In the event that there is a discrepancy between the unit price and extended total, the unit price shall govern.

For the purpose of competitive bidding, approximate quantities have been calculated from the plans as shown, and are given in the attached Proposal Form for bidding. It must be distinctly understood that these quantities are approximate only, are the best obtainable at the present time, and will be used by all bidders submitting proposals.

3:02 **QUALIFICATIONS OF BIDDERS:**

The receipt and opening of bids is subject to the proper qualifications of each bidder in accordance with R.S. 52:35, together with all amendments thereto.

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S3:00

**STD. REVISED 8/1/57, 10/23 57, 8/1/61, 9/1/63, 4/22/70,
1/4/71, 3/29/73, 2/15/74, 1/1/75, 6/1/79, 6/11/82,
10/1/96, 3/27/08**

3:02

QUALIFICATIONS OF BIDDERS Con't:

The Contractor's Qualifications Affidavit, which is part of the Proposal Form, shall be executed under oath by each bidder.

In determining the qualifications of a bidder, the Department of Environmental Protection, Office of Engineering and Construction, will consider his record in the performance of any contracts for similar work into which he may have entered with the State of New Jersey, or with any Federal Department or Agency or with other public bodies; it expressly reserves the right to reject the bids of such bidder if such record discloses that such bidder, in its opinion, has not properly performed such contract or has habitually, and without just cause, neglected the payment of bills, or has otherwise disregarded his obligation to sub-contractors, employees, or who has failed to satisfactorily complete a previous contract.

3:03

SUBMITTING BIDS:

The Contractor, by the submission of the proposal and bid for this project, agrees, that he has personal knowledge of the site of the project, of the physical conditions, of the surface and sub-surface conditions, of the tides, and datum and all hazards, known or anticipated and that the lack of any such knowledge affecting the performance fulfilling the provisions of the contract.

The Contractor, by the submission of a bid, acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions including but not limited to those bearing on accessibility, transportation, disposal, handling and storage of materials; the availability of labor, water, supplies, materials, power and roads; the uncertainties of weather, tides and similar physical conditions at the sites of the work; the conformation and conditions of the ground, the surface or sub-surface materials, conditions and obstacles; the character of equipment and facilities needed prior to and during prosecution of the work.

Any failure of the contractor to acquaint himself with any and all factors bearing on the project will not relieve him from the responsibility for estimating properly the difficulty and the cost of successfully performing the work, and the responsibility for completing the project under the terms of the contract at the unit or lump sum prices bid in the proposal.

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S3:0 **STD. REVISED 8/1/57, 10/23/57, 8/1/61, 9/1/63, 4/22/70,
1/4/71, 3/29/73, 2/15/74, 11/1/75, 6/1/79, 6/11/82,
10/1/96, 3/27/08**

3:03 **SUBMITTING BIDS Con't:**

Bids received after the time named in the Project Advertisement or in unsealed envelopes will not be considered. Bids and guarantees must be submitted sealed in the bid envelopes furnished with the Proposal Forms. Bids received in other than required bid envelopes may be considered informal by the Department of Environmental Protection, Office of Engineering and Construction. The bid envelope should be marked in the places designated thereon with the name and address of the bidder, the number of the project for which the bid is made, and the date and hour of the opening bids.

All bids must be upon the Proposal Form attached thereto. The Proposal Form shall be submitted with the advertisement and specifications attached as issued for bidding. Bidders are cautioned not to attach any conditions, limitations, or provisos to the proposals as such conditions, limitations or provisos will render their bid informal and may cause its rejection. The right is reserved to waive any informality or to reject any or all bids as may be deemed best in the interest of the State of New Jersey.

The Proposal, when submitted, shall be accompanied by a Bid Bond satisfactory to the Manager, for a sum not less than ten percent (10%) of the Total Bid including alternates, if applicable. In lieu of a Bid Bond, a Bidder may submit a certified check made payable to the DEPARTMENT OF ENVIRONMENTAL PROTECTION for at least ten (10%) percent of the amount of the bid.

The Bid Bond shall be properly filled out, signed and witnessed. The Bid Bond must be furnished by a surety authorized to do business in the State as listed in the current US Treasury Department Circular 570 as of the date for opening of bids for the particular contract and are authorized to issue bonds in at least the amount of the Bid Bond.

The Bid Bond shall be accompanied by a power of attorney executed by the Surety Company or Companies. The power of attorney shall set forth the authority of the attorney-in-fact who signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

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S3:00

STD. REVISED 8/1/57, 10/23/57, 8/1/61, 9/1/63, 4/22/70,
1/4/71, 3/29/73, 2/15/74, 11/1/75, 6/1/79, 6/11/82,
10/1/86, 3/27/08

3:03

SUBMITTING BIDS Con't:

No proposal will be considered unless accompanied by Bid Bond or Certified Check made payable to the order of the DEPARTMENT OF ENVIRONMENTAL PROTECTION for at least ten (10%) percent of the amount bid, a certified statement from a Bonding Company acceptable to the State of New Jersey; stating that it will furnish required performance and payment bonds for the Contractor upon the award of the work and the required Qualification Affidavit which is issued as part of the Proposal.

All Contractors bidding the work under must complete the Source Disclosure Certification, the Ownership Disclosure Form, and the Affirmative Action Supplement, the Disclosure of Investment Activities in Iran Certification, MacBride Principles Certification Form, Corporate Resolution, as well as a Statement of Joint Venture (if applicable) located herein. Failure to complete these forms may result in the disqualification of bid.

The awarded Contractor shall comply with the provisions of P.L. 2001, c. 134, Business Registration. No state agency can enter into a contract with contractors unless first provided with proof of a valid business registration with the Division of Revenue. A hotline, the Client Registration Unit at Revenue, has been set up at (609)-292-1730 for validation of current status or new contractor registration.

The awarded Contractor shall comply with the provisions of 23 U.S.C. 313 and 23 C.F.R. 635.410, more commonly referred to as "Buy American".

3:04

CONTRACT AWARD:

The Department of Environmental Protection, Office of Engineering and Construction reserves the right to award a contract under this project within the funds available for the project on the basis of the lowest accepted bid received as determined by the provisions in section 1:00 herein, or to reject any or all bids as it may deem best in the interests of the State of New Jersey. The terms and conditions of bidding and contract award as set forth in these specifications and in section 1:00 of these specifications shall become a part of the contract agreement as though recited and contained therein.

Bids will be compared on the basis of the total amount bid for all the work as outlined in the proposal form. If the lowest acceptable bid is within the funds available to finance the project, a contract will be awarded for all the work as bid upon.

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S3:00 **STD. REVISED 8/1/57, 10/23/57, 8/1/61, 9/1/63, 4/22/70,
1/4/71, 3/29/73, 2/15/74, 11/1/75, 6/1/79, 6/11/82, 10/1/96**

3:04 **CONTRACT AWARD:**

If the total amount of the lowest acceptable bid exceeds the available project funds, the Department reserves the right to reduce the quantity of work so that a total dollar amount produced is within the available funds, and to award a contract on such a reduced basis.

The Department of Environmental Protection, Office of Engineering and Construction reserves the right either to award a contract under this project within the funds available for the project bid upon, or to reject any and all bids, as may be deemed in the best interests of the State of New Jersey.

The terms and conditions of bidding and contract award as set forth in these specifications and in section 1:00 of these specifications shall become a part of the contract agreement as though recited and contained therein.

The Contractor will be required to execute and deliver a payment and performance surety bond to the Department of Environmental Protection, Office of Engineering and Construction as part of the contract, within ten (10) days after the award of contract. The bond shall be in an amount equal to one hundred (100%) percent of the contract amount, with such sureties as shall be approved by the State of New Jersey, to secure the faithful performance of the contract; to indemnify and save harmless the said State of New Jersey from all proceedings, suits or actions of any name or description; to assure the payment of all persons performing labor and/or furnishing material in connection with the project.

Any change in the plans, specification agreements, or quantities without the consent of the bondsmen, shall in no way vitiate said bond. The bond shall be given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of Contractors on public works, Revised Statutes of New Jersey, Sections 2A:44-143 through 147, as amended and supplemented.

3:05 **ADDENDUM:**

The Department of Environmental Protection, Office of Engineering and Construction reserves the right at any time prior to the announced time for receipt of bids to amend the specifications, plans and proposal form in the interest of the State of New Jersey. Addendums that may result in material changes to bid prices shall be given five (5) additional calendar days for the bid of the project. Clarifications of such items as typographical errors or such immaterial items as deemed by the Bureau will result in the issuance of a "Clarification Statement" with no additional time being allotted.

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S4:00 **STD. REVISED 8/1/57, 10/23/57, 8/1/61, 9/1/63, 4/22/70, 1/4/71, 3/29/73, 2/15/74, 11/1/75, 6/1/79, 6/11/82, 10/1/96, 3/27/08**

4:00 **THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:**

4:01 **DEFINITION:**

The term "Department" in the specifications and contract refer to the Department of Environmental Protection. The term "Commissioner" refers to the Commissioner of Environmental Protection. The term "Office" refers to the Office of Engineering and Construction. The term "Manager" refers to the Manager of the Bureau of Coastal Engineering of the aforesaid Office. The terms mentioned above may appear in the specifications, contract or correspondence relating to this project.

4:02 **SUPERVISION AND INSPECTION:**

The work will be conducted under the general direction of the Manager. He will be represented on the work site by as many assistants as may be necessary. The Contractor shall give twenty-four (24) hours notice when he needs the services of the Manager. The Manager may appoint Inspectors whose duty it shall be to exercise supervision of operations and to enforce compliance with the evident intent and meaning of the of the contract and these specifications.

The presence of the Inspectors shall not relieve the Contractor of his responsibility for proper execution of the work.

If the Contractor considers any work required of him to be outside the requirements of the contract or considers any record or ruling of the Inspector unfair, he shall ask for written instructions or decision immediately and then file a written protest with the Manager against the same within five (5) days of the request, or be considered as having accepted the record or ruling.

The Contractor, if dissatisfied with a ruling of the Manager may request a hearing before the Director of the Office of Engineering and Construction and at the hearing may present evidence to justify a different ruling. The decision of the Director of the Office shall be final. Request for such a hearing shall be made in writing to the Director of the Office not more than two (2) days after the date of the ruling by the Manager. No extensions of time will be allowed the Contractor during the processing of such a request.

The order in which the work will be prosecuted will be indicated from time to time by the Manager. The locations and limits of the work shall be plainly indicated in advance by stakes and ranges established by the Manager.

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S4:00 **STD. REVISED 8/1/57, 10/23/57, 8/1/61, 9/1/63, 4/22/70,
1/4/71, 3/29/73, 2/15/74, 11/1/75, 6/1/79, 6/11/82,
10/1/96, 3/27/08**

4:03 **PROJECT OFFICE:**

The Contractor shall furnish and maintain a suitable at the site of the work for the use of the Inspectors on the project. The office must be complete in all respects, fully furnished as specified herein, and ready for occupancy by the Inspector at least one day prior to the beginning of project operations. The office shall be located as directed by the Manager, insofar as possible shall be placed so as to allow all truck deliveries of materials to the project to pass in front of the office for official inspection and signatures. The Manager may direct that the office be relocated during the course of the project work if conditions require.

The office construction, location and facilities must be satisfactory to the Manager, with the facilities to include a toilet, in addition to all other furnishings hereinafter specified. The office shall have a floor area of not less than one hundred twenty (120) square feet, shall be waterproof, and shall be equipped with close fitting door and windows which can be locked.

The office shall be equipped with one (1) desk, not less than two (2) feet by three (3) feet, containing not less than two (2) drawers with locks, three (3) office chairs; one (1) new computer, one (1) scientific calculator, and a plan table not less than three (3) feet by five (5) feet. The Contractor shall provide a telephone and pay for all base charges including local scope area calls. Toll calls made by the Manager or Inspector will be reimbursed to the Contractor by billing monthly on State Form.

The Contractor shall provide light, and heat the office to 68 degrees Fahrenheit when weather conditions require it.

The office and all its facilities shall be maintained in good condition throughout the entire time the project is in operation. The cost of furnishing and maintaining such office and facilities shall be included in the unit price of lump sum bid for the project work and payment therefore shall be considered as included in the partial and final payment for contract work.

4:04 **OTHER FACILITIES TO BE FURNISHED:**

The Contractor will be required to furnish on request, such boats, boatmen, men and material as necessary for supervision, surveying or control work. The Contractor will be required to furnish lumber and other material for the stakes, ranges, bench marks and tide gauges.

2171

S5:00

**STD. REVISED 8/1/57, 8/18/57, 4/17/69, 3/19/73, 3/29/73,
2/15/74, 6/6/74, 11/1/75, 6/1/79, 10/1/96, 1/30/03,
3/27/08**

5:00

THE CONTRACTOR:

5:01

DEFINITION:

Wherever the term "Contractor" is used it is understood to refer to the first party of the contract. Sub-contractors as such will not be recognized.

However, the Contractor shall not award to, or allow any work to be done, by a sub-contractor, under this project, without the written approval of the Manager.

The Contractor shall formally request of the Manager, in writing, approval of the sub-contractor and approval of his use on the project. The judgment of his suitability for approval shall be made from a written statement to accompany the request. The statement shall contain the following: The Contractor's reason for employing a sub-contractor; the sub-contractor's history in detail, a performance of similar work, equipment, supervisory personnel, financial status and other information showing his ability to perform the proposed work in compliance with the plans and specifications to the satisfaction of the Manager.

The Contractor must at all times either be personally present upon the work or be represented thereon by a responsible agent who shall be clothed with full authority to act for him to all cases and to carry out any instructions relative to the work which may be given by the Manager either personally or through authorized representative.

The Contractor shall employ competent individuals to do the work. Whenever the Manager shall notify him or his representatives in charge, in writing, that any individual on the work is unfit for the place or is working contrary to the provisions of the specifications or that instruction of the Manager, he shall thereupon be removed from the project.

The Contractor must acquaint himself fully of the conditions relating to the construction of the project, the employment of labor thereon, all Federal and State Laws and Municipal Ordinances and regulations pertaining thereon.

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S5:00 **STD. REVISED 8/1/57, 8/18/57, 4/17/69, 3/9/73, 3/29/73, 2/15/74, 6/6/74, 11/1/75, 6/1/79, 10/ /96, 1/30/03, 3/27/08**

5:01 **DEFINITION Con't:**

The Contractor, by the submission of the proposal and bid for this project, agrees, that he has personal knowledge of the site of the project, of the physical conditions, of the surface and sub-surface conditions, of the tides, and datum and all hazards, known or anticipated and that the lack of any such knowledge affecting the performance fulfilling the provisions of the contract.

5:02 **OFFICIAL ADDRESS:**

The Contractor shall establish and maintain an official address in the State of New Jersey for service of all notices and papers in connection with the contract.

5:03 **SAFETY:**

The Contractor shall keep proper lights each night between the hours of sunset and sunrise, upon all plant connected with the work. Upon all ranges or other markers in connection with it when deemed necessary by the Manager, and upon all buoys which may be dangerous or obstruct navigation, and shall be responsible for all damages resulting from any neglect or failure in this respect. All excavations or other obstructions, which may endanger lives or property, shall be properly lighted and marked with railings or other guards.

Any loss or damage arising through the nature of the work to be done from the action of the elements or from any unforeseen or unusual obstruction or difficulty which may be encountered in the prosecution of said work during the contract period shall be borne by the Contractor.

The Contractor shall be responsible for the safety of his employees, plant, and materials and for any damage or injury done by or to them from any source or cause and shall comply with all laws of New Jersey relating to insuring of employees employed on the project.

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S5:00

**STD. REVISED 8/1/57, 8/18/57, 4/17/69, 3/19/73, 3/21/73,
2/15/74, 6/6/74, 11/1/75, 6/1/79, 10/1/96, 1/31/03,
3/27/08**

5:04

(A) FEDERAL, STATE AND LOCAL LAWS:

The Contractor shall be responsible for the strict observance of his employees of the laws of the United States affecting operations under the contract.

The Contractor shall comply with the provisions of Section 34:11-1, which act provides for a minimum wage and with the provisions of Section 34:11-1, which act provides that no laborer or mechanic shall work more than eight (8) hours in any one calendar day. Also Revised Statutes 10:2-1 to and inclusive of Section 10:2-4, which prohibits any discrimination in employment or labor or purchase of material on account of race, color or creed on public work.

The work under this project shall be subject to the provisions of Chapter 150, P.L. 1963 of the State of New Jersey, designated as the "New Jersey Prevailing Wage Act". The Contractor will be required to comply with the provisions of said law. A copy of Bulletin MW 210 entitled "Prevailing Rate of Wages on Public Contracts", issued by the New Jersey Department of Labor in six (6) pages, is attached to and made a part of these specifications.

Pursuant to Chapter 150, P.L. 1963, of the State of New Jersey, the current Prevailing Wage Rate Determination established by the Commissioner of Labor and Industry is available for reference at the Department of Environmental Protection, Office of Engineering and Construction, Bureau of Coastal Engineering, 1510 Hooper Avenue, Toms River, New Jersey 08753. The Contractor, and any sub-contractors will be required to pay all workman engaged in the performance of services directly upon the project the prevailing rate of wages specified in said determination. This determination is conclusive for a period of two (2) years from date of issuance unless superseded within said two (2) years by a later determination.

Employers not paying the itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each payday.

The Contractor and any sub-contractor, will be required to keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by them in connection with the project. Such record shall be preserved for two (2) years from date of payment.

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S5:00 **STD. REVISED 8/1/57, 8/18/57, 4/17/69, 3/19/73, 3/29/73, 2/15/74, 6/6/74, 11/1/75, 6/1/79, 10/1/96, 1/30/03, 3/27/08**

5:04 **(A) FEDERAL, STATE AND LOCAL LAWS Con't:**

The Contractor, and any sub-contractor, will be required to post the prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, and at such place or places as are used by them to pay workman their wages.

Reference is made to Chapter 30, P.L. 1966 as amended. The materials, supplies or services required for execution and completion of the work under this project are not subject to the provisions of the New Jersey Sales and Use Tax Act, Chapter 30, P.L. 1966 as amended.

Copies of Form ST-4, EXEMPT USE CERTIFICATION may be obtained from the State Division of Taxation, Sales Tax Bureau, 363 West State Street, Trenton, New Jersey 08625, or from the Office of Engineering and Construction, P.O. Box 419, Trenton, New Jersey, 08625. The Sales and Use Tax sections, which apply, are Nos. 8 (w) and 9 (a) (1). The project number, name of the Department and brief description of the project should be shown on the certificate for proper identification and reference

The Contractor shall comply with the Laws of the United States and the State of New Jersey as to the inspection of hulls or boilers, etc. and the licensing of Masters and Engineers or other members of the crews of his vessels or plant. He shall conform to such sanitary requirements as may be prescribed by the State or Municipal Laws. The Contractor shall comply with any State code or United States code, which applies to any of the work to be done under the contract.

All applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction of the site and construction of the project shall apply to this project throughout and they shall be deemed to be included in the contract the same as though herein written out in full.

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STD. REVISED 8/1/57, 8/18/57, /17/69, 3/19/73, 3/29/73, 2/15/74, 6/6/74, 11/1/75, 6,1/79, 10/1/96, 1/30/03, 3/27/08

5:04

(B) AFFIRMATIVE ACTION PLAN:

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

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 all 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 will send to each labor union, with which it has a collective bargaining agreement, 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;

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5:04

(B) AFFIRMATIVE ACTION PLAN Con't:

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. However, if a subcontractor has a total workforce of four or fewer employees or if a contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required in

(a) above, except for the language contained in the first sentence of this subparagraph.

(b) The public agency shall also include in all construction contracts and bid specifications, the language required by *N.J.A.C. 17:27-3.8*, unless the exemption provided under *N.J.A.C. 17:27-7.1* is applicable.

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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by paragraph 5.a and 6 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with *N.J.A.C. 17:27-7.2*. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

a. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer, pursuant to *N.J.S.A. 10:5-31 et seq.*, as supplemented and amended from time to time. 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

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(B) AFFIRMATIVE ACTION PLAN Con't:

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 procedures prescribed under paragraph 6 below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

6. 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 paragraph 5 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:

a. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;

b. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

c. 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;

d. To leave standing requests for additional referral of 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;

e. If it is necessary to lay off any 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 chapter, as well as with applicable Federal and State court decisions;

f. 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.

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5:04 **(B) AFFIRMATIVE ACTION PLAN Con't:**

(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 as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall consider the recruitment and hiring or scheduling of minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of 6.f.iii below.

(iii) The name of any interested woman or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in 6.f.ii above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, a contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

g. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

7. The contractor or subcontractor agrees that nothing contained in paragraph 6 above shall preclude the contractor or subcontractor from complying with the union 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 the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the

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5:04

(B) AFFIRMATIVE ACTION PLAN Con't:

failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to paragraph 6 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 workers 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 6 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

8. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

9. The Contractor will furnish all information and report required by rules, regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, c. 127 and/or pursuant to any authority delegated this political subdivision or agency by the State Treasurer. The Contractor will permit access to his books, records, and accounts by a duly appointed representative of the State Treasurer for purposes of investigation to ascertain compliance with rules, regulations, and orders adopted pursuant to P.L. 1975, c. 127 and pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated thereunder.

10. In the event of the Contractor noncompliance with these specifications or of any rules, regulations or orders promulgated by the State Treasurer pursuant to P.L. 1975, c. 127 or with the provisions of N.J.S.A. 10:2-4 or rules or regulations promulgated thereunder, this

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5:04

(B) AFFIRMATIVE ACTION PLAN Con't:

contract may be cancelled, terminated, or suspended in whole or in part of the Contractor may be declared ineligible by the State Treasurer for further public works contracts. Such other sanctions as may be adopted by the State Treasurer pursuant to P.L. 1975, c. 127 may be imposed for the aforementioned violations.

11. The Contractor will include all of clauses one (1) through ten (10) above in every subcontract or purchase order unless exempted by P.L. 1975, c. 127 or rules, regulations or orders promulgated thereunder by the State Treasurer, so that all of the aforementioned clauses will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. For the purpose of these specifications, the following terms shall have the following meanings:

A. "*Affirmative Action*" means procedures, which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

B. "*Minority group members*" means persons who are Native American, African-American, Alaskan Native, Asian or Pacific Islander, Hispanic or women.

5:05

STAKES AND BENCH MARKS:

The Contractor will be required to preserve all stakes and benchmarks, established on the work until duly authorized by the Manager to remove the same. All stakes and benchmarks disturbed or removed without the permission of the Manager shall be replaced at the expense of the Contractor.

5:06

PROPERTY PROTECTION:

The Contractor will be required to protect all concrete pavement, curb, sidewalk, and bulkhead from any damage during the construction of the work. If any such property is damaged by the Contractor or his agents, or employees, he will be required to replace the damaged property to the entire satisfaction of the Manager.

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5:07

PATENTS:

The Contractor shall hold and save harmless the State of New Jersey from liability of any nature or kind including expenses and costs for, or on account of, any patented process material or method, used in this project, or royalties arising from his use of any patented process material or method in any way involved in this project.

5:08

(A) INDEMNIFICATION:

The Contractor acknowledges that at all times under this contract he shall be acting in the capacity of an independent Contractor, and as such shall be solely liable for all claims of any kinds and description including any and all damages awarded in any suit or proceeding including costs thereof, to which the Contractor may be subjected, by reason of injury to the person or property of others, including employees, resulting from the performance of the project, or through negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the performance of the project or through any act or omission on the part of the Contractor, his sub-contractor, employees, agents, or servants; the Contractor agrees that there shall be no liability upon the State of New Jersey, through or by any and all of its Departments, Divisions or sub-divisions thereof including but not limited to its officers, agents, servants, or employees thereof, arising out of the performance by the Contractor of his obligations as set forth herein, and the Contractor further agrees to indemnify and save harmless the State of New Jersey, through or by any and all of its Department, Division, or Sub-Division thereof including but not limited to its officers, agents, servants, or employees thereof, from any liability and from all costs and expenses of any kind to which the State of New Jersey through or by any and all of its Departments, Divisions, or Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, may be put by reason of injury or claim of injury to persons or property resulting or arising from the performance by the Contractor, his servants, licensees, agents, or invitees of his obligations herein.

Contractor waives any right of recovery for contribution from the State of New Jersey, through or by any and all of its Departments, Divisions, or Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, for any liability sustained by the Contractor under this contract including but not limited to claims for injury to person or property resulting from any portion of the work performed under this contract which may be deemed to be inherently dangerous.

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5:08 **(B) INSURANCE:**

Prior to the commencement of the work under the contract for which these specifications are a part the Contractor shall furnish to the Manager a Certificate of Insurance from a responsible insurance company, authorized to do business in New Jersey covering Workmen's Compensation, Public Liability and Property Damage Claims, and which certificates shall contain a provision that the policies of which said certificates are evidence insure and protect the Contractor, the State of New Jersey through or by any and all of its Departments, Divisions, Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, the Department of Environmental Protection, and the Municipalities in which the site of the work is located in the amounts listed as follows:

BODILY INJURY

<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>EACH OCCURRENCE</u>
\$250,000.00	\$300,000.00	\$1,000,000.00

Against all suits and costs of every kind and description and for all damages to which the Contractor, the State of New Jersey, through or by any kind and all of its Departments, Divisions, or Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, may be subjected by reason of injury to the person or property of others, including employees, resulting from the performance of the project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through the act of omission on the part of the Contractor, his sub-contractors, agents, employees, or servants; and the Contractor shall be liable for all damages to, or claims by third persons including accidents or damage or injury which follow naturally and proximately from the type, nature or character of the project, and all operations incidental thereto to be performed by the Contractor or sub-contractors or by anyone directly or indirectly employed by either or any of them, and whether caused by acts of omission in the prosecution of the work.

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**STD. REVISED 8/1/57, 8/18/57, 4/17/69, 3/19/73, 3/29/73
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5:08

(B) INSURANCE Con't:

Where the work to be performed by the Contractor is the result of a joint venture between the State and any of its Municipalities or Sub Divisions or agencies or with any person or entity whatsoever where the costs of such projects are being shared by the respective parties to the joint venture, all of the terms, conditions and undertaking by the Contractor herein shall run in favor of such Municipality, Sub Division, agency person or entity. The Department of Environmental Protection, Office of Engineering and Construction at any time, may examine the complete policies listed on the said insurance certificate.

5:09

DAMAGE CLAIMS:

The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs navigation as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a safe, practicable passage.

In the event of a claim for damage as a result of the dredging operations being made by a third party, the Contractor shall immediately notify the Bureau Manager, and furnish a complete report of the circumstances, together with certified copies of all legal documents pertaining to the cause. Upon final adjudication of the claim, the Contractor shall furnish to the Bureau Manager, certified copies of all papers relating to the settlement. At the request of the Bureau Manager, the Contractor shall furnish a written statement indemnifying and holding harmless the State of New Jersey from all claims or actions resulting from damage created by the dredging operations.

5:10

OYSTER AND CLAM BEDS:

The Contractor shall be directly responsible for any damage to any or all oyster and/or clam beds in the vicinity of the work which may be caused by his dredging operations, whether or not oyster or clam beds are shown on the plans. Oyster and clam beds are defined to mean only those beds which are under lease from the State of New Jersey through the Department of Environmental Protection, Division of Fish, Game and Wildlife or otherwise granted or leased by the State of New Jersey.

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S6:00 **STD. REVISED 8/1/57, 8/1/61, 12/13/67, 4/17/69, 4/22/70, 8/18/70, 1/4/71, 3/29/73, 2/15/74, 11/1/75, 7/20/77, 6/1/79, 6/11/82, 10/1/96, 3/27/08, 9/20/12**

6:00 **GENERAL CONSTRUCTION:**

6:01 **OBSTRUCTION OF DRAINAGE:**

If it is necessary during the progress of the work to interrupt or obstruct the natural drainage of flow from artificial drains, waterways of mosquito ditches, the Contractor shall make proper provisions for taking care of all such drainage so that no damage of any kind or character shall result and if the Contractor shall neglect so to do he shall be liable therefor and shall indemnify and save harmless the State of New Jersey from such negligence.

Drainage of spoil areas shall be maintained throughout the operations and, upon completion of the work, shall be left in conformity with the regulations of the county Mosquito Extermination Commission. The principal regulations are:

- 1)** Contractors shall notify the Commission prior to the preparation of spoil areas so that inspection can be made to determine possible future hazards resulting from the dredging operations.
- 2)** Prior to completion of dredging the Contractor shall notify the Commission so that a inspection can be made to determine the condition in which the spoil area is to be left by the Contractor.
- 3)** The spoil area after use shall be properly drained and provisions made for future drainage.

Obtain a written statement from the County Mosquito Extermination Commission stating that it is satisfied with the conditions of the spoil area drainage and that it releases the Contractor from any further responsibility.

6:02 **MISPLACED MATERIAL:**

Should the Contractor during the program of the work lose, dump, throw overboard, sand or misplace any material, plant machinery or appliance which, in the opinion of the Bureau Manager, may be dangerous or to obstruct navigation or constitute a menace to the property, he shall recover and remove the same with the utmost care.

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6:00 **GENERAL CONSTRUCTION CON'T:**

6:02 **MISPLACED MATERIAL CON'T:**

The Contractor shall give immediate notice with description and location of such obstructions to the Bureau Manager and when required shall mark or buoy obstructions until the same is removed. Should he refuse, neglect or delay compliance with the above requirement, such obstructions may be ordered removed by the Bureau Manager and the cost of such removal may be deducted from any money due or to become due the Contractor or may be recovered under his bond.

6:03 **WATER:**

The Contractor shall furnish all water required to do the work and shall include the cost thereof in his bid.

6:04 **RIGHTS-OF-WAY:**

In the event the Contractor shall deem it necessary to obtain rights-of-way, storage areas, or other facilities, other than those provided by the Department of Environmental Protection, Office of Engineering and Construction, they shall be procured, used, and returned at his expense.

6:05 **ACCESS TO ROADWAY AND TRESTLE:**

The Contractor shall include in his bid for the work the cost of providing and removing all access roadways and trestles required by his operations. Ramps and trestles shall be constructed in such a manner as to make them safe to carry all construction loads. The Contractor shall be responsible for the design, construction, and complete removal of such structures.

6:06 **DAMAGE TO STRUCTURES:**

When necessary, and with the approval of the Manager, permission is given for the removal of any part of an existing permanent structure during the progress of the work; the Contractor shall replace the materials so removed or damaged with new materials of the same kind and quality as that removed or damaged, and reestablish to a completed finished condition and appearance. No allowance will be made the Contractor for such work, which shall be assumed as included in the bid for the new work.

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S6:00 **STD. REVISED 8/1/57, 8/1/61, 12/13/67, 4/17/69, 4/22/70, 8/18, 70, 1/4/71, 3/29/73, 2/15/74, 11/1/75, 7/20/77, 6/1/79, 6/11/82, 10/1/96, 3/27/08**

6:00 **GENERAL CONSTRUCTION CON'T:**

6:07 **CONSTRUCTION MATERIALS:**

All construction materials furnished for the work shall be new and unused and shall strictly conform to the grade and quality hereinafter specified.

6:08 **PROJECT SIGN:**

The Contractor shall furnish and erect one or more project signs, complete with necessary supports, at locations to be designated in the field by the Manager. The signs shall be placed at least one (1) day prior to the beginning of the project operations, and shall be maintained by the Contractor throughout the project operations. The number and text of the signs shall be as indicated in section 1:00, and the construction and materials shall be as hereinafter described.

Upon completion of the project, the signs shall be removed by the Contractor and shall become his property. Final payment under the project will not be made until the signs have been removed.

The cost of the signs and appurtenant work shall be included in the bid as described in section 1:00.

The signs shall be 3/4" plywood, Marine-Ext. DFPA, four (4) feet high by eight (8) feet long. The edges shall have two (2) coats of primer, plus one (1) intermediate and one (1) finish coat; the front and back, one (1) coat of primer and one (1) coat of intermediate.

The upper portion of the sign shall bear gold letters over a dark blue field. The lower portion shall bear blue letters over a gold field. All lettering shall be standard upper case block letters. The work and lettering shall be of professional quality. Should the sign flake or fade during the contract time, it shall be repainted as necessary.

The Manager may order changes in the names and category if required to convey existing conditions.

The height and size of lettering may be varied to give proportion to the sign. See Section 1:00 for legend, sizes and wording.

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S7:00

**STD. REVISED 8/ /57, 8/1/61, 12/13/67, 4/17/69, 4/22/70,
8/18/70, 1/4/71, 3/29/73, 2/15/74, 11/1/75, 7/20/77,
6/1/79, 6/11/82, 10/1/96, 3/27/08**

7:01

CONTRACT TIME:

The Contractor will be required to begin work under the contract within five (5) calendar days after the date of written notice from the Manager, to begin work and must prosecute the work with due dispatch and with sufficient machinery and appliances, in good order to insure the completion of the work within the number of calendar days after the date of the commencement of the work as stated in Section 1:00 of these specifications. If at any time after the date fixed for beginning work, it shall be found that project operations in the opinion of the Manager, are not being carried on at such a rate to complete the work within the time herein specified, the Manager shall have the power after due notice in writing to the Contractor, to employ such additional plant or labor as may be necessary to insure proper prosecution of the work and any excess cost thereto over what the work should have cost at the contract rate, shall become due the Contractor. This provision however, shall not affect the right of the Department of Environmental Protection to annul the contracts.

7:02

SUNDAYS AND LEGAL HOLIDAYS:

No work shall be done on Sundays and Legal Holidays except in case of emergency, and then only with the consent of the Manager. Work may be prosecuted at night if it can be done to the satisfaction of the Manager.

7:03

LIQUIDATED DAMAGES:

For each day after the date of completion stipulated in the contract that the work remains incomplete, the Department of Environmental Protection, may withhold from the Contractor's total compensation for the work the sum of one-thousand fifty (\$1,050.00) dollars, and the amount thus withheld shall not be considered as a penalty but as liquidated damages fixed and agreed to in advance by contracting parties because of the difficulty of fixing exact damages, as a proper compensation to the State of New Jersey for the loss, inconvenience, and expense caused it by such delay.

7:04

STOPPING WORK:

The Manager may stop any portion of the work if in his judgment the same cannot or is not being properly done for any reason. No allowance of any kind will be made for such stopping except in extension of the time for the completion of the work.

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S7:00 **STD. REVISED 8/1/57, 8/1/61, 12/13/67, 4/17/69, 4/22/70, 8/18/70, 1/4/71, 3/29/73, 2/15/74, 11/1/75, 7/20/77, 6/1/79, 6/11/82, 10/1/96, 3/27/08**

7:05 **CLAIM FOR DELAY:**

At any time during the contract period, the Contractor may submit to the Manager a claim for allowance of additional contract time, expressed in calendar days, to compensate for delay in prosecution of the work due to causes beyond the Contractor's control. Such claims shall be submitted within ten (10) calendar days of the commencement of such delay. Each claim shall describe the delay and its effect on the work; the causes from which the delay arose; the efforts and lack of ability on the Contractor's part to overcome the delay; the actual or projected length of such delay; and the number of calendar days of compensatory time required for such delay. In the case of extended delay, the Contractor shall file a supplementary statement, upon resumption of work, setting forth the total period of delay and requested compensatory number of calendar days. In acceptance the filing of claims, the Office reserves the right to deny any such claims or to approve and fix the compensatory time in each case, such time to be additive to the contract time stated in Section 1:00.

7:06 **ABANDONMENT OF CONTRACT:**

If at any time the Manager should judge that the work herein described, or any part thereof, has been abandoned, that it is unnecessarily delayed, or that the Contractor is violating any faith, then, in that case, the Manager shall notify the Contractor in writing to discontinue all work under this contract. The Department of Environmental Protection, Office of Engineering and Construction may employ other parties to complete the work in accordance with these specifications and use such equipment and materials as may be found upon the site of aforesaid work, and if necessary, procure other materials; equipment and labor for its completion.

The Department shall recover the cost of the work thus done by deducting the amount thereof out of any moneys which may be due the Contractor, or by an action at Law against the Contractor or his surety, or by either or both of these methods.

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S8 JO

**STD. REVISED 8/1/57, 1/1/61, 4/22/70, 1/4/71, 3/29/73,
2/15/74, 11/1/75, 6/1/79, 10/1/96, 8/20/97, 3/27/08,
9/20/12**

8:00

PAYMENT AND ACCEPTANCE:

8:01

PAYMENTS:

Estimates and partial monthly payment for the work performed during the previous monthly period, in accordance with the terms of the contract, and not previously paid for, will be made on the twentieth (20th) day of each month by the Manager and payment there upon will be made by the Department of Environmental Protection, Office of Engineering and Construction within thirty (30) days thereafter.

Prior to the issuance of a progress payment by the Office to the Contractor, the Contractor shall certify to the state agency that a sub-contractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment or that there exists a valid basis under the terms of the sub-contractor's or supplier's contract to withhold payment from the sub-contractor or supplier and therefore payment is withheld.

If the prime Contractor withholds payment from a sub-contractor or supplier, the prime Contractor shall provide to the sub-contractor or supplier written notice of a withholding of payment. The notice shall detail the reason for withholding payment and state the amount of payment withheld. A copy of the notice shall be provided to the bonding company providing the performance bond for the general Contractor and to the Office.

The reserved percentage of five (5%) percent of the total amount due monthly, and so reserved from such payment for the work performed under the contract until the work has been completed, will be paid on final completion of the entire work, to the satisfaction of the Manager of the Bureau of Coastal Engineering of the division in charge of the work, and upon presentation by the Contractor of a final certificate signed by the Contractor. Such final certificate shall be the Contractor's signed statement certifying to the Office that all lawful bills, charges and claims for payment whether due or which could become due, for all labor, materials and supplies of every kind in the completed project or employed or used in its construction, including payment for all suppliers and sub-contractors, have been fully paid and discharged, and that the prevailing wage was paid for all labor employed in connection with the work, and that there remain no just liens, claims or demands whether presently asserted or which could become asserted against the work.

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S8:00 **STD. REVISED 8/1/57, 1/1/61, 4/22/70, 1/4/71, 3/29/73,
2/15/74, 11/1/75, 6/1/79, 10/1/96, 8/20/97, 3/27/08,
9/20/12**

8:01 **PAYMENTS Con't:**

The Contractor agrees that as a further condition precedent to the granting of such final certificate, he will furnish said Manager with satisfactory evidence that he has completed the work or furnished materials under this contract for which payment is sought and/or that whoever has sustained damage or injury by reason of any act, omission or carelessness upon its part, or its agents, in the prosecution of the work, has been paid in full or so secured that no liability of any kind or character can attach to the State of New Jersey on account of any claim.

It is specifically understood that in case either greater or lesser quantities under the various work items given herein are required finally to complete the work, the Contractor shall accept final payment for the actual quantity of work performed under each work item at his price or lump sum bid, for such item and shall make no claim for the variation of any anticipated profit, costs, or charges.

Before final payment is made the Contractor shall furnish to the Bureau Manager a written statement from the County Mosquito Extermination Commission that it is satisfied with the condition of the spoil area drainage and releases the Contractor from any further responsibility for spoil area drainage.

Before final payment is made, the Contractor shall furnish to the Bureau Manager a written statement from which every property owner upon whose lands dredged material was disposed of under the contract, releasing the Contractor from any further responsibility by reason of disposal upon such lands. In the event that any property owner refuses to issue a release to the Contractor, the Bureau Manager, after investigation, may waive the necessity of filing such a release by the Contractor when in the Bureau Manager's judgement the property owner is unreasonable or is attempting to work a hardship on the Contractor.

8:02 **CONDITIONS OF ACCEPTANCE:**

At any time of final acceptance the whole work must have been finished in a neat and workmanlike manner, and must be in that condition at that time. Defects arising from any cause at any time before acceptance must be made good and the whole work put in a condition as herein specified before acceptance.

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8:00

**STD. REVISED 8/1/57, 1/1/61, 4/22/70, 1/4/71, 3/29/73,
2/15/74, 11/1/75, 6/1/79, 10/1/96, 8/20/97, 3/27/08,
9/20/12**

8:02

CONDITIONS OF ACCEPTANCE CON'T:

After completion of the work, and before final payment is made, the Contractor shall promptly remove his plant, and all appurtenances placed by him under the contract both in the waterways and on the upland and shall leave the site in a clean, uninjured good condition. Any and all piles driven by the Contractor either to support a construction trestle or for any other purpose in connection with the execution of the work shall be removed by the Contractor, prior to final acceptance of the contract work.

All construction materials will receive appropriate inspections and tests as provided elsewhere in these specifications. Final acceptance of materials shall be made only after the incorporation of materials into the finally accepted completed structure.

8:03

CONTRACT QUANTITIES:

The Contractor obtaining the award will be paid upon the exact amount of work performed under each work item at the unit price or lump sum at which he bid such work item. It has been the endeavor to estimate the approximate quantity under each item to cover the outside requirements. In case either greater or lessor quantity under the various work items than those given herein for bidding are required to finally complete the work, the Contractor shall accept final payment for the actual quantity of work performed under each work item at his unit price or lump sum bid under that work item, and shall make no claim for the variation or any anticipated profits, costs or charges.

8:04

MEASUREMENT:

The amount of material excavated will be paid for by the cubic yard, measured in place in the cut, and shall be determined by soundings or elevations taken before dredging is commenced and after dredging has been completed.

Directly upon the completion of the work, the Bureau Manager will take all necessary soundings and measurements to ascertain if the Contractor has completed the work in a satisfactory manner and the Contractor shall remove no equipment from the job until after these measurements have been made and he has been notified by the Bureau Manager that the work has been completed in a satisfactory manner.

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11:00 TECHNICAL SPECIFICATIONS:

11:01 ITEM NO. 1 - GENERAL WORK:

The work to be performed shall include, but not be limited to the following:

- a. All general and overhead work, materials, supplies, facilities and expenses not specifically provided for under any other item or sub-items and required to complete the project work as a whole.
- b. The mobilization and demobilization of all dredging plant, equipment including pipeline, pontoons and any other items or supplies necessary to the prosecution of the maintenance dredging operation.
- c. The arranging of the pipeline route, including all channel crossings. Pipeline shall be clearly marked, per U.S. Coast Guard in areas where watercraft are present. All costs relative to the placing and removal of the pipeline along the route to the disposal site.
- d. The restoration and repair of all private and public property and improvements disturbed, damaged, moved or changed in any way to their condition prior to the contractor's operations.
- e. The removal of all debris, equipment and material created by the contractor's operation, or used by him, from the site of the work.
- f. The furnishing of a project sign, as specified in subsection 1:06.
- g. Any permits, work or material necessary for access to the overall site of the work, including both dredging and disposal areas.
- h. The furnishing and maintaining of a project office SOLELY FOR THE INSPECTOR, at the site of the work, complete with 2 separate telephone lines, a cordless phone, new facsimile machine, new computer including high-speed internet with latest version of Windows and Microsoft Office, new color printer, water cooler, microwave, refrigerator, indoor toilet and all other furnishings and equipment, as further specified in subsection 4:03 of the Standard Specifications. All telephone, internet and electrical service shall be connected to the trailer via the utility company servicing the area. NO WORK SHALL BEGIN UNTIL THE PROJECT TRAILER IS HABITABLE AND COMPLETE.
- i. The supplying and maintaining of a boat and motor for the exclusive use by the State inspector.

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11:00 TECHNICAL SPECIFICATIONS:

11:01 ITEM NO. 1 - GENERAL WORK Con'

- j. Provide radio communications between the project trailer and the dredge for exclusive use by the project inspector. Hand held units will suffice if of sufficient power to be heard over the dredge noise. This communication device shall be operational at all times.
- k. The supplying and installation of all poles, stakes, and other appropriate materials to layout the dredging limits.
- l. All soil erosion and sediment control measures such as, but not limited to, silt fence, hay-bales, temporary cover, stone entrance, or other items as may be required.
- m. It is the Contractor's responsibility to furnish and maintain all required warning signs, signals, barricades, police officers and watchmen as necessary for the safety and protection of the general public and as further required in order to fully comply with all Local, State and Federal laws and regulations. All temporary traffic control plans shall be prepared by a licensed New Jersey Professional Engineer and fully conform to the Manual on Uniform Traffic Control Devices (MUTCD) and must be submitted to the project manager for review and approval at least 15 days prior to conducting such operations. If required, the Contractor shall employ off duty police officers for all temporary traffic control operations at the Contractor's expense.

11:02 ITEM NO. 2 - SURVEYS:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, materials, equipment, rigging, tools, and accessories required for the conducting pre-dredge and post-dredge hydrographic surveys, as-built surveys as well as pre-dredge and post-dredge volume estimates prepared by a Professional Engineer licensed in the State of New Jersey as specified in Section 12:00.

PRE-DREDGE & POST-DREDGE HYDROGRAPHIC SURVEY:

The contractor shall have a pre-dredge and post dredge hydrographic surveys performed of the entire area to be dredged, including the following areas:

- Station E2+00 through Station E8+00 on east side of Twilight Lake
- Station W3+00 through Station W12+00 on west side of Twilight Lake.
- 3 perpendicular lines on east side evenly spaces across the lake.
- 3 perpendicular lines on west side evenly spaces across the lake.

2171

11:00 TECHNICAL SPECIFICATIONS:

11:02 ITEM NO. 2 – SURVEYS Con't:

The hydrographic surveys shall conform to all of the requirements of Section 12:00 "SURVEYS. Due to the shallow and muddy nature of this dredge area, hydrographic surveys must be done with a low frequency transducer or if performed with a topographic rod or GPS unit, the rod shall have a minimum of 6" diameter wide foot.

PRE-DREDGE & POST DREDGE VOLUME ESTIMATES:

The contractor shall have a pre-dredge volume estimate of material to be removed to the -4 foot NAVD88 template prepared by a Professional Engineer licensed in the State of New Jersey.

The contractor shall have a post-dredge volume estimate of actual material removed to the -4 foot NAVD88 template and prepared by a Professional Engineer licensed in the State of New Jersey.

The post-dredge volume estimate shall conform to all of the requirements of Section 12:00 "SURVEYS."

11:03 ITEM NO. 3 – DREDGING & REMOVAL:

The area to be dredged in Twilight Lake is split into two areas, the "east side" and "west side". The East Side is described as 550 feet long from station E2+50 to E8+00 with an average width of 400 feet to meet up with the area previously dredged under the ongoing county contract. The area on the west side of the lake is described as 800 feet long from station W3+00 to W11+00 and an average of 400 feet wide. The entire area as depicted on the plans shall be dredged to -4 feet NAVD88.

Quantities will be based on the engineer's volume estimate of actual material available from the independent pre-dredging hydrographic surveys performed under Item 2. For bidding purposes use an estimated quantity of 30,000 cubic yards. This item shall be paid for as actual cubic yards removed to the template as described in the project plans. This price shall include the cost to remove and properly dispose of the dredge material after dewatering.

In case either greater or lesser quantity than that given herein for bidding is required to finally complete the work, the contractor shall accept final payment for the actual quantity of work performed under this item at his unit price per cubic yard bid. The contractor shall make no claim for the variation or for any anticipated profits, costs or charges.

DUE TO PERMIT RESTRICTIONS, NO DREDGING SHALL BE PERFORMED BETWEEN JANUARY 1ST AND MAY 31ST OF ANY CALENDAR YEAR.

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11:00 TECHNICAL SPECIFICATIONS:

11:04 ITEM NO. - SITE RESTORATION:

The work under this item shall be bid upon as sub-items for each aspect of the site restoration as described on the bid proposal form and below. This item includes the removal and restoration of the dewatering site and replanting/replacing of trees and bushes, grading and importing of top soil, planting of grass, placing of mulch, and resetting of fences and small structures.

4.1	Remove & Restore Dewatering Site	1	LS
4.2	Japanese Black Pine	14	trees
4.3	Beach Plum	14	trees
4.4	Bayberry	12	trees
4.5	Cherry Tree	4	trees
4.6	American Holly	8	trees
4.7	Top Soil (4" thick)	4,780	sq yds
4.8	Fertilizer & Seed	4,780	sq yds
4.9	Straw Mulching	4,780	sq yds
4.10	Reset Fence & Structures	1	LS

After all the dredge material is removed from the temporary stockpile/dewatering area, it shall be removed and disposed of by the Contractor and paid for under Site Restoration, sub-item 4.1 Removal and Restore of Dewatering Site. Item 4.1 shall include all labor, materials, equipment, rigging, tools, and accessories necessary to complete the full site restoration not specifically detailed in the other Item 4 sub-items. The Contractor shall take care to protect and save the trees on the Northeast corner of the property which are not within the limits of the temporary dewatering area. The Contractor should ensure that the soil is not compacted prior to planting and restorations of the temporary stockpile/dewatering area.

Within the previous dredging contract with Ocean County, hedges, shrubs and privately owned signs and fences were removed and stored off site. The trees that were previously removed and any hedges or shrubs that did not survive the temporary relocation shall be replaced with like kind. The location of the trees to be planted will be determined in the field. The Contractor shall ensure that the Project Manager or designated representative is on site to inspect and approve the plantings before they are accepted and installed. The cost of this work shall be included in the unit prices per sub-item 4.2 Japanese Black Pine, sub-item 4.3 Beach Plum, sub-item 4.4 Bayberry, sub-item 4.5 Cherry Tree, sub-item 4.6 American Holly, and sub-item 4.10 Reset fence and Structures.

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11:00 TECHNICAL SPECIFICATIONS:

11:04 ITEM NO. 4 - SITE RESTORATION Con't:

Within grassed areas all trench openings and damaged areas shall be backfilled for the top four (4) inches with topsoil. The cost of this work shall be included in the unit prices per square yard for the sub-item 4.7 Top Soil (4" thick), sub-item 4.8 Fertilizer and Seed, and sub-item 4.9 Straw Mulching as listed in the Proposal.

The only acceptable method to place seed and fertilizer shall be the dry method due to the sandy nature of the subsoils in this area.

Separate payment will not be made for watering.

11:05 QUANTITY TABULATIONS:

The maximum amount of material to be dredged is 30,000 C.Y.

Quantities will be based on pre and post dredging hydrographic surveys performed under Item 2.

DREDGING SHALL BEGIN ON THE EASTERN PORTION OF THE LAKE AT BASELINE 8+00 AND PROCEED TO THE SOUTHERN DREDGE LIMIT. AFTER COMPLETION OF THE EASTERN PORTION, WORK SHALL PROCEED ON THE WESTERN SIDE OF THE LAKE.

DUE TO PERMIT RESTRICTIONS, NO DREDGING SHALL BE PERFORMED BETWEEN JANUARY 1ST AND MAY 31ST OF ANY CALENDAR YEAR.

11:06 MATERIAL TO BE DREDGED:

The material to be dredged had core samples taken in January 2014 and can be found in Appendix A. The material to be dredged is believed to be mud, gravel, sand or clay, all or a combination of either and may contain vegetation. No guarantee is given of this, however, and the State of New Jersey will not be responsible if the actual conditions are found to be different.

All existing debris, roots, stumps, logs, rocks, rip-rap, cable, or hulks which come within the lines of the work or which interfere with the prosecution of the work shall be removed and disposed of in a manner satisfactory to the manager, or his appointed representative, by the contractor, and the cost thereof shall be included in his bid for the work.

The contractor should take care to not disturb the wetlands within the project limits. In event that the wetlands are disturbed, it shall be the Contractor's sole responsibility to restore the area at no additional cost to the State.

2171

11:00 TECHNICAL SPECIFICATIONS:

11:06 MATERIAL TO BE DREDGED Con't:

Bidders are required to visit the site of the work, and to ascertain for themselves the kind of material to be met with and all other local conditions, and it will be assumed that their bids are based upon personal information. No extra allowance will be made for excavation of material different than herein specified, nor will extra allowances be paid should mechanical breakdowns occur due to the above mentioned obstacles.

The Contractor shall be responsible for all aspects of construction of the dewatering site required to render and maintain excavations in a dewatered and hydrostatically relieved condition. The Contractor shall operate, monitor, maintain, and remove the dewatering system.

The Contractor shall be responsible for obtaining any permits required for Temporary Dewatering. This shall be at no additional cost to the State and shall be included in the unit price bid for Item 3 Dredging and Disposal.

It is assumed that the Contractor will use mechanical dredging to complete this contract. Should the Contractor elect to use alternative dredging, dewatering, and/or disposal methods from what was approved in the permits that are attached, it shall be the Contractor's responsibility to obtain approval from all the permitting agencies. The Contractor shall be responsible for any fines incurred due to non-conformance with the permits at no additional cost to the State.

There is currently a dewatering site located on the north end of Twilight Lake. Use of this current site is expected, the winning contractor shall assume all responsibility for the repair and upkeep of the dewatering site while in use. It is constructed of a Heavy-Duty Silt Fence lined with hay bales and concrete barriers to contain the temporary stockpile. The proposed dewatering operation shall operate using the current dewatering layout and the operation plan shall be presented to the Engineer for approval before dewatering operations are initiated. If the contractor wishes to use an alternate dewatering site or design, prior approval must be granted from the Project Manager.

Disposal of the dewatered dredge material must be done in accordance with all permits and following all rules and regulations of the disposal site. Trucks and equipment used to transport dredge sediment to the disposal site must be properly covered so as to avoid spillage. It is anticipated that all dredged material will be disposed of at the Ocean County Landfill. Any testing of the dewatered dredge material as required by the various permitting agencies and/or the disposal site will be done by the Contractor at no additional cost to the State. All costs associated with the disposal shall be included in the unit prices under

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11:00 TECHNICAL SPECIFICATIONS:

11:06 MATERIAL TO BE DREDGED Con't:

Item 3 Dredging and Disposal. Should the Contractor elect to dispose of the dewatered dredge material elsewhere, it shall be the Contractor's responsibility to get approval from the Project Manager, the various permitting agencies, and the disposal site at no additional cost to the State.

11:07 HAULING AND DISPOSAL DBE GOALS:

Per the regulations set forth under **7 CFR Part 3016**, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", specifically 3016.36, Procurement, the project shall take steps to ensure that small and minority firms, women's business enterprises, and labor surplus area firms, more commonly referred to as Disadvantaged Business Enterprises (DBE's) are utilized when possible.

To meet Disadvantaged Business Enterprise goals, the contractor is required to use DBE haulers qualified by the Housing and Urban Development (HUD) to move material from the dewatering site to the landfill.

- j) The winning contractor must supply proof of sub-contract, including specifics regarding scope of work and assignment of costs to the Bureau for concurrence prior to the start of any hauling operations.

11:08 DISPOSAL AREA:

All materials dredged from the lake are to be properly disposed of in the Ocean County Landfill or an approved alternative.

The contractor shall hold harmless and indemnify the State of New Jersey from all claims for damages arising through failure of the contractor to properly maintain, store, or dispose of the materials.

Any fees or fines from the various permitting agencies shall be the responsibility of the Contractor at no additional cost to the State.

11:09 CONTRACT TIME:

The time allowed for the completion of all work under this contract shall be **120 CONSECUTIVE CALENDAR DAYS**. In the event of severe weather, which would not allow for work during these days, the contractor will be credited by the inspector against total elapsed time.

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11:00 TECHNICAL SPECIFICATIONS:

11:09 CONTRACT TIME CON'T:

DUE TO PERMIT RESTRICTIONS, NO DREDGING SHALL BE PERFORMED BETWEEN JANUARY 1st AND MAY 31st OF ANY CALENDAR YEAR.

NOTE: IF THE CONTRACTOR CANNOT COMPLETE THE DREDGING WITHIN THE ABOVE-MENTIONED ENVIRONMENTAL WINDOW, ONCE THE TIMING RESTRICTION IS LIFTED, HE SHALL REMOBILIZE ALL DREDGE PLANT, EQUIPMENT, TRAILERS, ETC. AT NO ADDITIONAL COST TO THE STATE OF THE NEW JERSEY, AND FINISH THE PROJECT IN ITS ENTIRETY AT THE UNIT PRICE PER CUBIC YARD THAT WAS BID UPON IN THE CONTRACT.

11:10 PAYMENT:

Item No. 1 - General Work, The contractor obtaining the award will be paid for Item No. 1, General Work, on a lump sum basis. Sixty percent (60%) of the lump sum bid shall be paid when mobilization of dredging plant, equipment, and facilities is complete and is ready to begin dredging operations.

Of the remaining forty percent; twenty percent (20%) will be paid upon completion of dredging and the remaining twenty percent (20%) will be paid when all work under the contract, specifically including the complete and satisfactory clean-up of all areas used for the contractor's operations, such as areas used for access or other operations.

Item No. 2 - Survey, shall be paid on a lump sum basis for the performing of all survey work for the project site to be dredged, as depicted on the plans, and to obtain and analyze the field data for the calculation of volumes and making of accurate, to scale drawings. Sixty (60%) of the survey line item will be paid after Pre-Dredge Survey and Pre-Dredge Volumes have been submitted and approved.

Dredging quantities will be based on the volumes calculated from the pre dredging survey and the post dredging hydrographic data. All independently obtained data shall be submitted for review by the Bureau's technical staff. Upon complete review and study, a determination will be made and a written confirmation of same will be forwarded to the contractor.

Item No. 3 - Dredging & Disposal, shall be paid on the basis of the exact amount of work performed under this item, and at the unit price per cubic yard bid for this work item in the proposal. It has been the endeavor to estimate the approximate quantity of dredging so as to cover outside measurements. Incremental pay estimates will be based off the truck tickets of the material as it goes to the appropriate landfill.

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11:00 TECHNICAL SPECIFICATIONS:

11:10 PAYMENT CON'T:

In case either a greater or lesser quantity than that given herein for bidding is required to finally complete the work, the contractor shall accept final payment for the actual quantity of work performed under this item at his unit price per cubic yard bid, and shall make no claim for the variation, or for any anticipated profits, costs, or charges.

Item No. 4 – Site Restoration, shall be paid on the basis of per item and lump sum as detailed in the bid proposal for the work required to remove and restore the dewatering site, and replace all trees, top soil, grass, mulch and structures, that were previously removed from the site as well as any necessary removal of debris or materials by the contractor for project completion.

11:11 OPERATIONS SCHEDULE:

Within five (5) calendar days after the date of the contract award, the contractor shall furnish to the manager for his approval, a schedule of operations, a plan of operations, a list of the equipment to be used, and approximate dates for each phase of operations.

11:12 ACCESS:

The contractor shall obtain all access and/or rights of way as necessary for his operations.

11:13 NEW JERSEY PREVAILING WAGE ACT:

See section 5:04 herein for detailed requirements of the New Jersey Prevailing Wage Act. A copy of bulletin MW 210 entitled "Prevailing Rate of Wages on Public Contracts", issued by the State of New Jersey, Department of Labor and Industry, will be on file for inspection in the Trenton and Toms River offices of the Bureau of Coastal Engineering, together with "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Industry, and will be attached to the contract for the project.

The following shall be added to Section 5:04:

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Davis-Bacon web site at <http://www.access.gpo.gov/davisbacon/nj.html> under the appropriate county where the project is to be performed, select the construction type heading: HEAVY.

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11:00 TECHNICAL SPECIFICATIONS:

11:13 NEW JERSEY PREVAILING WAGE ACT CON'T:

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

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.).

By submission of bid, the Contractor assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

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

11:14 NEW JERSEY SALES AND USE TAX ACT:

See Subsection 5:04(A) herein for Sales Tax Exemption Statement.

11:15 DIVISION OF MOTOR VEHICLES REGULATIONS:

The contractor must conform to N.J.A.C. 7:27-14.1 et seq. "Control and Prohibition of Air Pollution from Diesel-Powered Motor Vehicles".

11:16 AFFIRMATIVE ACTION:

See Subsection 5:04 (B) herein for requirements. Bidders are required to comply with the requirements of P.L. 1975, c.127.

The parties to this contract agree to incorporate into this contract the mandatory language of sub-section 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor and/or subcontractor agree to comply fully with the terms, provisions and obligations of said sub-section 3.4 (a), provided that said sub-section shall be applied subject to the terms of sub-section 3.4(d) of said regulations.

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11:00 TECHNICAL SPECIFICATIONS:

11:17 AMERICANS WITH DISABILITIES ACT (A.D.A.):

Bidders are required to comply with the provisions of the Americans with Disabilities Act, (A.D.A.), as amended. This shall also pertain to any and all sub-contractors.

11:18 BUSINESS REGISTRATION:

All Contractors bidding the work under this contract shall comply with the provisions of P.L. 2001, c. 134, Business Registration. No state agency can enter into a contract with contractors unless first provided with proof of a valid business registration with the Division of Revenue. A hotline, the Client Registration Unit at Revenue, has been set up at (609)-292-1730 for validation of current status or new contractor registration.

11:19 EXECUTIVE ORDER 129:

All Contractors bidding the work under this contract shall comply with the provisions of Executive Order 129. No state agency can enter into a contract with contractors unless first provided with Executive Order 129 certification that the Contractor shall not shift services declared to sources outside the United States. Included is form N.J.S.A 52:34-13.2 Certification, Source Disclosure Certification Form-DPA, to be completed by the Contractor. It is the Contractor's responsibility to ensure that they are in full compliance with Executive Order 129.

11:20 PUBLIC LAW 2005, CHAPTER 51 (FORMERLY E.O. 134):

All Contractors bidding the work under this contract shall comply with the provisions of Public Law 2005, Chapter 51. No state agency can enter into a contract with contractors unless first provided with Public Law 2005, Chapter 51 certification that the Contractor has not solicited or made any contributions of money, pledge of contribution, including in-

kind contributions that would bar the award of the contract. Included are forms DPP c51-C&D, Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, MacBride Principles Form, Affirmative Action Supplement, and the Affirmative Action

Employee Information Report (Form AA302), to be completed by the Contractor. It is the Contractor's responsibility to ensure that they are in full compliance with Public Law 2005, Chapter 51.

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11:00 TECHNICAL SPECIFICATIONS:

11:21 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS:

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

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

The contract resulting from this invitation to bid is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the invitation to bid, 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.

11:22 REVIEW OF CONTRACTS:

The Bureau of Coastal Engineering shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Furthermore, the Bureau, the Natural Resources Conservation Service, the Comptroller General of the United, or any of their duly authorized representatives reserves the right to access any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making examination, excerpts, and transcriptions for a period of three years after final payment has been made and all other pending matters are closed.

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11:00 TECHNICAL SPECIFICATIONS:

11:23 NONDISCRIMINATION REQUIREMENTS:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 2250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

11:24 APPLICABLE REGULATIONS:

Due to the nature of funding sources utilized to implement the project, the following Federal Regulations, where applicable, shall apply:

The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1.>)

- i. **7 CFR Section 3015.205**, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
- ii. **7 CFR Part 3016**, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
- iii. **7 CFR Part 3017**, "Government wide Debarment and Suspension (Nonprocurement)"
- iv. **7 CFR Part 3018**, "New Restrictions on Lobbying"
- v. **7 CFR Part 3019**, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"
- vi. **7 CFR Part 3021**, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)"
- vii. **7 CFR Part 3052**, "Audits of States, Local Governments, and Nonprofit Organizations"
- viii. **2 CFR Part 215**, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"

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11:00 TECHNICAL SPECIFICATIONS:

11:24 APPLICABLE REGULATIONS Con't:

- ix. **Office of Management and Budget (OMB) Circular No. A-102**, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)
- x. **2 CFR Part 25**, "Universal Identifier and Central Contractor Registration"
- xi. **2 CFR Part 170**, "Reporting Subaward and Executive Compensation Information"
- xii. **Public Law 109-282**, "Federal Funding Accountability and Transparency Act of 2006"
- xiii. **2 CFR Section 175**, "Award Term for Trafficking in Persons"

11:25 OSHA PARTS 1910 & 1926:

All Contractors bidding the work under this contract shall comply with the provisions of the Supplement to OSHA Parts 1910 & 1926, Construction Industry Standards and Interpretations, contained herein.

11:26 PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGEMENTS OF SUPPORT AND DISCLAIMER:

All Contractors bidding the work under this contract shall comply with the following statements regarding copyrights, etc.:

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

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11:00 TECHNICAL SPECIFICATIONS:

11:26

**PATENTS, INVENTIONS, COPYRIGHTS, AND
ACKNOWLEDGEMENTS OF SUPPORT AND DISCLAIMER Con't:**

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

e. In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

f. The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

11:27

COPELAND "ANTI-KICKBACK" ACT:

All Contractors bidding the work under this contract shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

2171

11:00 TECHNICAL SPECIFICATIONS:

11 28 CLEAN AIR, CLEAN WATER, FEDERAL EXECUTIVE ORDER 11738, AND E.P.A. COMPLIANCE:

All Contractors bidding the work under this contract shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Failure on the part of the Contractor to familiarize themselves with the particulars stated herein shall not relieve them from compliance, and any damages, penalties, or subsequent costs associated shall be bore solely by the Contractor.

11:29 ENERGY POLICY AND CONSERVATION ACT:

All Contractors bidding the work under this contract shall comply with the provisions of the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). All costs associated with said compliance shall be accounted for within the various bid items, with no additional payments to be made for compliance.

12:00 SURVEYS

12:01 PAR 1 - GENERAL:

12:01.1 SCOPE OF WORK:

The work covered under this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required for conducting pre and post hydrographic surveys, pre-construction and as-built topographic surveys, mark-out surveys, volume estimates, and survey data submittals.

12:01.2 MEASUREMENT AND PAYMENT

Payment for Surveys shall be in accordance with Section 11:00 "PAYMENT" subsection.

12:01.3 PRE-DREDGE HYDROGRAPHIC SURVEY(S):

Pre-dredge hydrographic surveys of the entire channel(s) proposed for dredging shall be performed as specified in Section 11:00 and as outlined on the project plans. The pre-dredge hydrographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey experienced in conducting hydrographic surveys, and shall be submitted to the Bureau of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed.

12:01.4 PRE-DREDGE VOLUME ESTIMATE(S):

Volume estimate(s) of material to be removed from each channel section, based upon the pre-dredge hydrographic survey(s) and the proposed dredge channel depths, widths, and sideslopes as indicated on the project plans, shall accompany the pre-dredge survey(s) as specified in Section 11:00 and as outlined on the project plans. The volume estimate(s) of material to be removed must be prepared by a Professional Engineer licensed in the State of New Jersey and submitted to the Bureau of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed.

12:01.5 POST-DREDGE HYDROGRAPHIC SURVEY(S):

Post-dredge hydrographic survey(s) of the entire channel(s) proposed for dredging shall be performed as specified in Section 11:00 and as outlined on the project plans. The post-dredge hydrographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey experienced in conducting hydrographic surveys, and shall be submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of dredging of each channel section.

12:00 SURVEYS

12:01 PART 1 - GENERAL Con't:

12:01.6 POST-DREDGE VOLUME ESTIMATE(S):

Volume estimate(s) of actual material removed from each section, based upon the volume difference between the pre-dredge and post-dredge hydrographic surveys, shall accompany the post-dredge survey(s) as specified in Section 11:00 and as outlined on the project plans. The volume estimate(s) of actual material removed must be prepared by a Professional Engineer licensed in the State of New Jersey and submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of dredging of each channel section.

12:01.7 PRE-CONSTRUCTION SURVEY(S):

Pre-construction hydro/topographic surveys shall be performed of the entire area specified in Section 11:00 and as outlined on the project plans. The pre-construction hydro/topographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey and shall be submitted to the Bureau of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed.

12:01.8 AS-BUILT SURVEY(S):

As-built hydro/topographic surveys shall be performed of the entire area as specified in Section 11:00 and as outlined on the project plans. The as-built hydro/topographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey and shall be submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of work for that related bid item.

12:01.9 VOLUME ESTIMATE(S):

Volume estimate(s) of material, based upon the volume difference between the pre-construction and as-built surveys, shall accompany the as-built survey(s) as specified in Section 11:00 and as outlined on the project plans. The volume estimate(s) of must be prepared by a Professional Engineer licensed in the State of New Jersey and submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of work for that related bid item.

12:01.10 MARK-OUT SURVEY(S):

Stake-out surveys shall be performed of the entire area as specified in Section 11:00 and as outlined on the project plans. The stake-out survey(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey.

12:00

SURVEYS

12:02

PART 2 - SURVEY REQUIREMENTS:

All surveys must be performed under the direction and supervision of a Professional Land Surveyor licensed in the State of New Jersey experienced in conducting surveys of a similar nature, and by the accompaniment of a representative from the Bureau of Coastal Engineering.

All calibrations, settings and tide gauge readings shall be made with the accompaniment of a representative from the Bureau of Coastal Engineering. Upon completion of the survey, the recording chart shall be signed and dated by the Bureau's representative as well as the Contractor's representative.

1. All survey data shall be referenced to National Geodetic Survey monumentation. First order vertical and horizontal. PID # of all monuments used shall be provided (ex. AB1234). Tidal benchmarks used/referenced shall be listed by PID # also.
2. The contractor shall establish ground control.
3. The contractor shall be responsible for identifying the location of the channel in the field, including locating and staking of corners, turning points, etc.
4. All existing structures, roads, utilities, topography, vegetation, wetlands, piers, bulkheads, pilings, stone, etc., shall be clearly surveyed within the project limits.
5. All existing navigational markers shall be accurately surveyed and recorded.
6. Hydrographic cross-sectional surveys shall be taken at the starting and ending stations and regular intervals not to exceed 50-feet. The cross-sections shall extend a minimum of 50 feet beyond the limits of the channel section(s).
7. Topographic cross sectional surveys shall be taken at the starting and ending stations and regular intervals not to exceed 10-feet. The cross-sections shall extend a minimum of 100 feet beyond the limits of the project area to be surveyed.
8. All information supplied (data, work drawings, cross-sections) shall include all raw survey data/notes.

12:00

SURVEYS

12:03

PART 3 - SURVEY MAP REQUIREMENTS:

All data obtained from survey(s) shall be used to produce an accurate map which shall be submitted along with the original recording chart and all original ground control data notes.

12:03.1

SURVEY MAPS:

The maps generated from the obtained surveys shall include the following:

1. The original map shall be drawn on mylar using a high quality black drafting ink.
2. All verbage and numbering shall be either computer generated or leroyed.
3. Drawing scale shall be one (1) inch equals one hundred (100) feet for the channel alignment and so indicated on the drawing.
4. The drawing shall be twenty-four (24) inches by thirty-six (36) inches only. If additional sheets are required, match lines must be shown and sheets shall be consecutively numbered.
5. Each sheet shall contain a title block stating the following:
 - A. "(Type of Survey)", Name of Project and/or Channel Section(s), Municipality, County, State of New Jersey, Department of Environmental Protection, Office of Engineering and Construction, Bureau of Coastal Engineering.
 - B. Survey Date.
 - C. Scale one (1) inch equals one hundred (100) feet.
 - D. Project No.
 - E. Sheet number and total sheets.
6. The New Jersey State Plane coordinate system shall be used for the map grid system and clearly shown on the map and location plan.
7. Local tidal benchmark used for this project shall be listed by PID # and must be tied to NAVD88 (North American Vertical Datum of 1988) and shown on the generated maps.
8. All land elevations shall be in feet and tenths of feet and refer to NAVD88. All water depths shall be in local MEAN LOW WATER (MLW), unless otherwise specified, and shall be adjusted for tide. Adjustment between MLW and NAVD88 shall be noted.
9. All channel alignments and their name as well as the location of the tide gauge.
10. The name of all water bodies, municipality(s), roads, lots and blocks.

12:00 SURVEYS

12:03 PART 3 - SURVEY MAP REQUIREMENTS:

12:03.1 SURVEY MAPS Con't:

11. Mean high, mean low and spring high water lines.
12. Hydrographic surveys shall display contour lines at 1-foot increments unless otherwise specified in Section 11:00.
13. Topographic surveys shall display contour lines at 1-foot increments unless otherwise specified in Section 11:00.

12:03.2 COMPUTER DATA FILES:

In addition to the hard copy maps, computer data files of the submitted maps shall be provided on compact disks with the following requirements.

1. PREFERRED FORMAT: .DCD drawing format (DesignCAD 3D MAX).
Each page of the drawing shall be in a separate file:
Example PROJECT1.DCD PERMIT1.DCD
 PROJECT2.DCD PERMIT2.DCD
 etc. etc.
2. .DXF files or AutoCad 2000 .DWG files may be used as an alternative to DesignCAD 3D MAX.
3. IF ANY FORMAT OTHER THAN DesignCAD 3D MAX IS USED, CONSULTANT SHALL ENSURE COMPLETE AND TOTAL DRAWING EXCHANGE (fonts, line weight and type, proper location and orientation of all drawing details) BETWEEN CHOSEN FORMAT AND DesignCAD 3000, BEFORE SUBMISSION.
4. No X-REF in drawings or attached image files.
5. Layers: Maximum 3 layers (3 colors).
6. Font: One font only, standard block lettering.
7. No shading or solid fill areas.
8. Limited cross-hatching, only if absolutely necessary.
9. All plan views shall be in the State Plane Coordinate System NAD83, in feet and tenths of feet, with a north orientation to the top of drawing sheet. Graphic scale shall be included.
10. All land elevations shall be in feet and tenths of feet and refer to NAVD88. All water depths shall be in local MEAN LOW WATER (MLW), unless otherwise specified, and shall be adjusted for tide. Adjustment between MLW and NAVD88 shall be noted.

12:00

SURVEYS

12:04

PART 4 - VOLUME ESTIMATES:

Volume estimates shall be calculated and submitted by a Professional Engineer licensed in the State of New Jersey and shall accompany the appropriate survey.

All volume estimate calculations shall conform to the following:

1. All calculations and computations utilized shall be performed by a Professional Engineer licensed in the State of New Jersey and shall be signed and sealed.
2. Volume estimates shall be in cubic yards unless otherwise specified in Section 11:00.
3. The pre-dredge volume estimate of material to be removed from each section shall be based upon the pre-dredge hydrographic survey and the proposed dredge channel depths, widths, and sideslopes as indicated on the project plans.
4. The post-dredge estimate of actual material removed from each section shall be based upon the volume difference between the pre-dredge and post-dredge hydrographic surveys.
5. General volume estimates shall be based upon the volume difference between the pre-construction and as-built hydro/topographic surveys and as further specified in Section 11:00.

12:00 SURVEYS

12:05 PART 5 - SUBMITTALS:

12:05.1 SURVEYS:

The contractor shall submit to the Bureau of Coastal Engineering for approval an original mylar along with two (2) copies of each generated map accompanied by computer data files of all submitted maps.

All submitted maps shall bear the embossed seal of the Professional Land Surveyor licensed in the State of New Jersey responsible for conducting and preparing the surveys.

All original fathometer data, recording rolls, survey rolls, survey field data and ground control data, shall be submitted along with the maps. All submitted data, charts and maps shall become the property of the State of New Jersey, Bureau of Coastal Engineering. The contractor shall be given copies of all submitted data and generated maps if requested.

Should the survey data and/or generated maps be deficient, lacking information, illegible, or not in conformance with the standards outlined under this section, the Bureau reserves the right to order the contractor to re-perform the hydrographic survey and/or redraw the map(s). Should this be required, no additional monies will be paid to the contractor by the State. The additional cost shall be the sole responsibility of the contractor.

12:05.2 VOLUME ESTIMATES:

The contractor shall submit to the Bureau of Coastal Engineering for approval two (2) copies of each volume estimate performed. All volume estimates shall bear the embossed seal of the Professional Engineer licensed in the State of New Jersey responsible for preparing said estimate.

The engineer shall submit all data, calculations and computations utilized for estimating the volume of material. All submitted information is subject to review and approval by the Bureau of Coastal Engineering. All submitted calculations, data, charts and maps shall become the property of the State of New Jersey, Bureau of Coastal Engineering. The contractor shall be given copies of all submitted data and generated maps if requested.

Should the estimates, volume calculations and/or methods utilized be deficient, lacking information, illegible or not in conformance with the standards outlined under this section, the Bureau reserves the right to order the contractor to re-perform the survey, redraw the map(s) and/or re-calculate volume estimates. Should this be required, no additional monies will be paid to the contractor by the State. The additional cost shall be the sole responsibility of the contractor.

--END OF SECTION 12:00 --

NATURAL RESOURCES CONSERVATION SERVICE
SUPPLEMENT TO OSHA PARTS 1910 AND 1926
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS

GENERAL CONTRACTOR REQUIREMENTS

- 1.1 **SAFETY PROGRAM.** Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.
- 1.2 **PRECONSTRUCTION SAFETY MEETING.** Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.
- 1.3 **JOINT SAFETY POLICY COMMITTEE.** The Contractor or designated onsite representative is to participate in monthly meetings of a Joint Safety Policy Committee, composed of NRCS and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer's representative will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.
- 1.4 **SAFETY PERSONNEL.** Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.
- 1.5 **SAFETY MEETINGS.** A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.
- 1.6 **SAFETY INSPECTION.** The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.
- 1.7 **FIRST AID TRAINING.** Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.
- 1.8 **REPORTS.** Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. This record shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer. All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting

Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

FIRST AID AND MEDICAL FACILITIES

- 2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture-proof and dust-tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.
- 2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.
- 2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.
- 2.4 FIRST AID AND MEDICAL REPORTS. The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include—
 - (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
 - (b) Cumulative record of injury for each individual;
 - (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
 - (d) Required worker's compensation records.
- 2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.
- 2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

PHYSICAL QUALIFICATION OF EMPLOYEES

- 3.1 GENERAL REQUIREMENTS. Persons employed throughout the course of the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is

so impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

- 3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.
- 3.3 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

PERSONAL PROTECTIVE EQUIPMENT

- 4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.
- 4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.
- 4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA—HARDHATS REQUIRED BEYOND THIS POINT

The signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

MACHINERY AND MECHANIZED EQUIPMENT

- 5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.
- 5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work.
- 5.3 HAUL ROADS FOR EQUIPMENT
- 5.3.1 ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and

ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

- 5.3.2 SINGLE-LANE HAUL ROADS. Single-lane roads with two-way traffic shall have adequate turnouts. Where adequate turnouts are not practical, a traffic control system is to be provided to prevent accidents.
- 5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.
- 5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 per-cent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.
- 5.3.5 OPERATORS. Machinery and mechanized equipment is to be operated only by authorized qualified persons.
- 5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.
- 5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.
- 5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.
- 5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)
- 5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.
- 5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted). The performance test is to be carried out with outriggers set and with a test load weighing 110 percent of the rated capacity when the boom angle is from 30° to 60° above the horizontal. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES.

This equipment is to be performance tested with a test load weighing 110 percent of the rated load. In testing cableways, the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.4 BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order

5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

5.4.8 SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1000 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and self-propelled rollers and compactors; and water tankers (excluding trucks with cabs). These requirements shall also apply to agriculture and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

5.5 LADDERS AND SCAFFOLDING

5.5.1 LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

5.5.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

5.5.3 SAFETY BELTS, LIFELINES, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following where the requirements of 5.5.1 or 5.5.2 above cannot be met.

- (a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets; tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

TWILIGHT LAKE DREDGING AND RESTORATION, BAY HEAD

APPENDIX A

SEDIMENT ANALYSIS REPORT FOR THIS CONTRACT IS NOT REPRINTED
HERE DUE TO SIZE



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL & HISTORIC RESOURCES
Office of Engineering & Construction

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Date: September 24, 2014
To: All Interested Bidders
Re: Addendum # 1,
NJDEP OFFICE OF ENGINEERING & CONSTRUCTION
PROJECT NUMBER 2171-14

This addendum is being issued to the contract for the advertisement of the Dredging & Restoration of Twilight Lake, Borough of Bay Head, Ocean County, New Jersey as advertised on September 11, 2014.

Please be advised that the Bid Date for this project shall remain Wednesday, October 1, 2014 at 10:00 AM (prevailing time). All other terms and conditions of the Project Plans & Specifications remain the same, except as amended in Addendum No. 1.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum shall supercede the Specifications and Project Plans and are an essential part of the contract. Please note that a copy of this addendum and a signed copy of the attached "Acknowledgement of Receipt of Changes to Bid Document Form" must accompany your bid submission to be deemed complete. Failure to include this addendum and form in your bid package shall show cause for dismissal of said bid.

This addendum is being initially distributed to all current plan-holders via fax and email with an official hard-copy to be sent via UPS. Please send verification of receipt of the addendum to Sarah Bates of this office via email to sarah.bates@dep.nj.gov. If you fail to receive all nineteen (20) pages of this Addendum No. 1, which includes the Cover Letter (1 page), Specification Changes and Clarifications (2 page), Army Corp Permit No. CENAP-OP-R-2014-775-35 (LOP) (9 pages), the State of New Jersey Permit No. 1502-14-0004.1/WFD140001 (7 pages), and the Acknowledgement of Receipt of Changes to Bid Document Form (1 page), please contact Sarah Bates at (732) 255-0767.

Sincerely,

William Dixon, Acting Manager
Bureau of Coastal Engineering

SPECIFICATIONS:

The following shall be added to Section 11:06 – Material to be Dredged:

Permits necessary to perform mechanical dredging are attached herein. The Contractor may pursue other disposal or operation options, however, they will be responsible for any and all permit modifications and costs. The time frame to complete the work as specified under Section 1:08 – Contract Time will not be adjusted should the Contractor elect to perform the dredging utilizing alternative means and methods.

CLARIFICATIONS:

1. Upon further investigation, it was determined that no fences or benches need to be replaced or installed in the restoration of this site as stated in Section 11:04, Item No. 4 – Site Restoration, on page T-4. Please adjust your bid price under Item No. 4, Sub-Item No 4.1 – Remove & Restore Dewatering Site, on page P-6, accordingly.

3. As noted in Sections 1:08 – Contract Time, on page D-8 and 11:09 – Contract Time, on page T-9 respectively, all dredging activities must stop at midnight on December 31st, 2014 and can be remobilized on June 1st, 2015.

4. Section 1:07 – Determination of Lowest Bid and Contract Award, on page D-8 shall be further clarified as follows:

The contract will be awarded based on the greatest amount of yardage removed within the funding limits.

5. A project office is required as per Section 4:03 – Project Office, on page DS-8 and should be included in the bid price of Item No. 1 – General Work, on page P-6.

6. As stated in Item 11:02 – Surveys, on page T-3, surveys can be completed with a topographic rod or GPS unit; the rod shall have a minimum 6" diameter wide foot.

7. The DBE goal for this project will be met by the use of certified DBE trucking as required under Section 11:07 – Hauling and Disposal DBE Goals, on page T-7.

An SBE would be eligible to conduct the Disposal Trucking for this project, as long as that entity is properly certified with the State NJDOT, and can present a valid certification that does not expire during the project duration.

Additionally, as stated in Section 11:07 – Hauling and Disposal DBE Goals, on Page T-7, the sub-contractor must be certified with the Housing and Urban Development (HUD). If all requirements are met, an SBE would be eligible. Further information can be found in 7 CFR Part 3016 – "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specifically Section 3016.36 - Procurement.

8. As stated in Section 11:04, – Item No. 4 – Site Restoration, on page T-4 there are trees that are to be planted. Upon further review, it was determined to specify the size of the trees that are to be replanted as stated below:

PINUS THUNBERGII, JAPANESE BLACK PINE, 5-7' HEIGHT, B&B
PRUNUS MARITIMA, BEACH PLUM, #3 CONTAINER
MYRICA PENNSYLVANICA, BAYBERRY, #3 CONTAINER
PRUNUS SERRULATA, CHERRY, 1 ½-2" CALIPER, B&B
ILEX OPACA, AMERICAN HOLLY, 6-7' HEIGHT, B&B

CERTIFIED MAIL-RETURN RECEIPT REQUESTED



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY

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

SEP 04 2014

Regulatory Branch
Applications Section II

SUBJECT: CENAP-OP-R-2014-775-35 (LOP)
Twilight Lake Dredging
Latitude and Longitude: 40.074°, -74.046

Ms. Suzanne U. Dietrick, Chief
Office of Dredging and Sediment Technology
Site Remediation Program
State of New Jersey
Department of Environmental Protection
P.O. Box 420
Trenton, New Jersey 08625

Dear Ms. Dietrick:

This is in regard to your application for a Department of the Army permit dated June 27, 2014 to mechanically dredge the southern half of Twilight Lake, Borough of Bay Head, Ocean County, New Jersey. Upon recommendation of the Chief of Engineers and under provision of Section 10 of the Rivers and Harbors Act of March 3, 1899, New Jersey DEP is authorized by the Secretary of the Army to perform dredging in the southern half of Twilight Lake. This activity shall be conducted in accordance with the approved plans (Enclosure 1) and subject to the attached conditions (Enclosure 2). The stated purpose of this activity is to improve water quality of the lake through the removal of accumulated sediments.

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

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

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

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

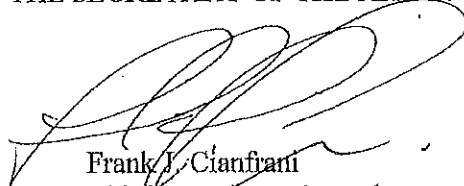
It is not necessary to submit an RFA form to the District Office if you do not object to the permit decision in this letter.

Enclosed is your notice of authorization, ENG FORM 4336 (Enclosure 4), which must be conspicuously displayed at the site of work. The issuance of this permit does not obviate you from your responsibility to obtain any other Federal, State or local approvals required by law for this work.

This office shall be notified of the commencement and completion of the permitted work. To assist you in meeting this requirement, enclosed is a Notification/Certification of Work Commencement Form (Enclosure 5) for you to fill out and return to us at least 10 days prior to the time you intend to begin work. Similar notification is required each time any maintenance work is to be done under this permit. In addition, the enclosed Notification/ Certification of Work Completion/Compliance (Enclosure 6) should be signed and returned to this office within 10 days after the permitted work is completed. Also enclosed is a pre-addressed postal card (Enclosure 7) soliciting your comments on the processing of your permit. Any comments, positive or otherwise, on the procedures, timeliness, fairness, etc., may be made on this card. You may forward your comment card along with the signed Notification/Certification of Work Commencement Form.

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

BY AUTHORITY OF THE SECRETARY OF THE ARMY:



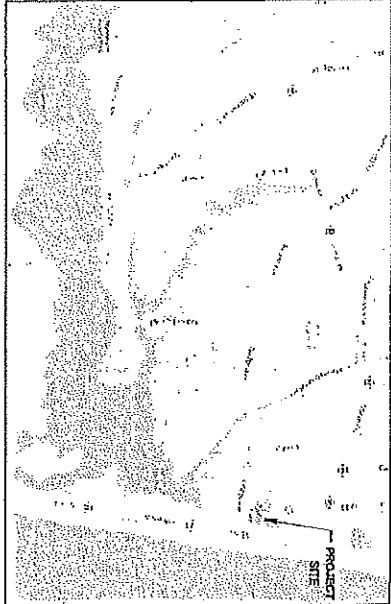
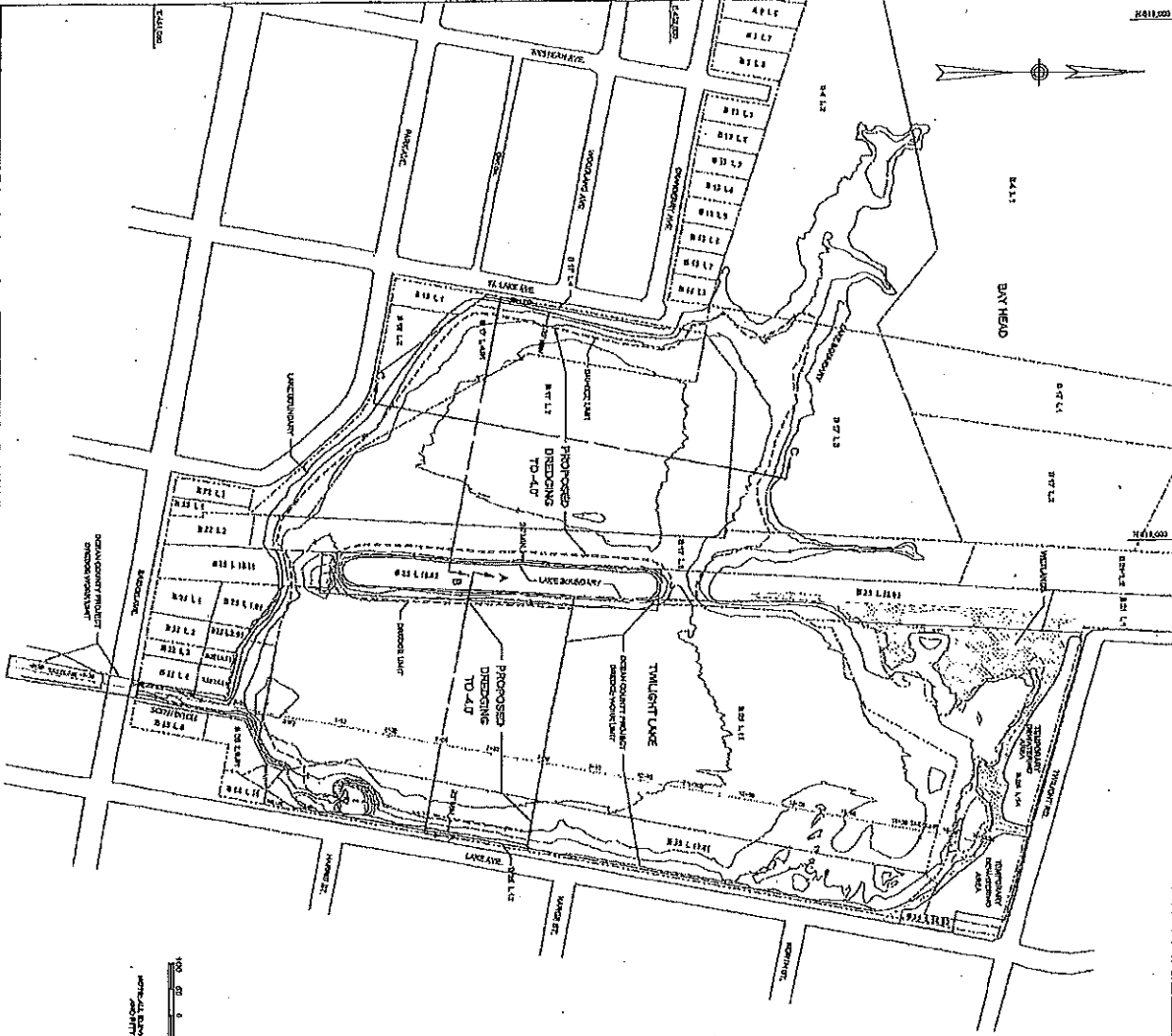
Frank J. Cianfrani
Chief, Regulatory Branch

For: Michael Bliss, P.E.
Lieutenant Colonel, Corps of Engineers
District Commander

Enclosures

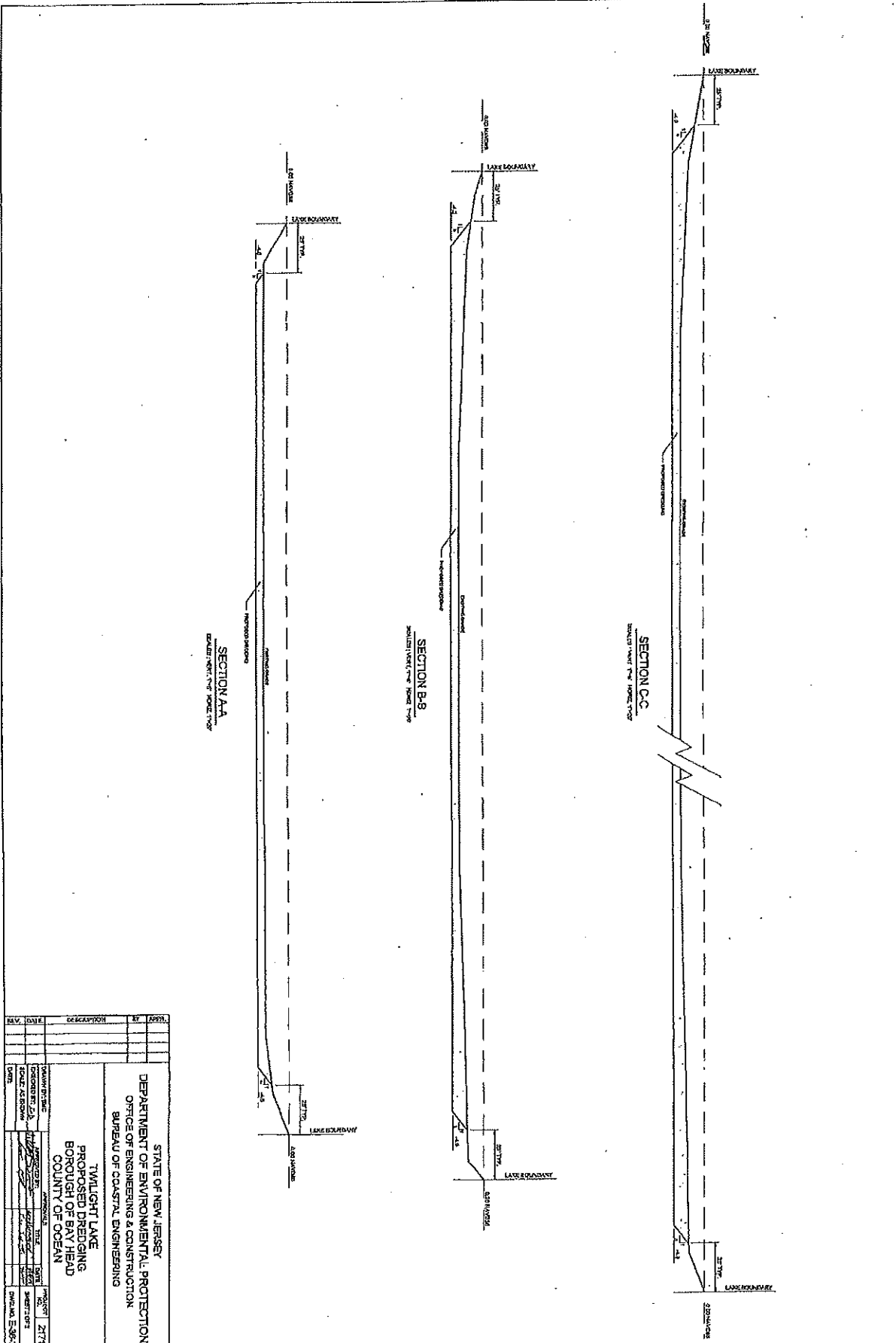
Copies Furnished:

Karen Greene, NMFS
Carlo Popolizio, USFWS
Robert Montgomerie, EPA



- NOTES**
1. EXISTING UTILITIES BY SYMBOLS SHOWN IN (C) ARE SHOWN BY REGIONAL REGULATORY AUTHORITY.
 2. THE SHORELINE AND LAKES SHOWN ARE BASED ON THE LATEST AVAILABLE DATA AND ARE NOT GUARANTEED TO BE ACCURATE. THE SHORELINE AND LAKES SHOWN ARE BASED ON THE LATEST AVAILABLE DATA AND ARE NOT GUARANTEED TO BE ACCURATE.
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KEY	DATE	DESCRIPTION	BY	APP'D
STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING				
TWILIGHT LAKE PROPOSED DREDGING BOROUGH OF BAY HEAD COUNTY OF OCEAN				
DESIGNED BY	DATE	SCALE	SHEET NO.	TOTAL SHEETS
W. J. [Signature]	10/15/11	1" = 100'	1 OF 2	2 OF 2
CHECKED BY	DATE			
[Signature]	10/15/11			
DATE				
10/15/11				
SCALE				
1" = 100'				
SHEET NO.				
1 OF 2				
TOTAL SHEETS				
2 OF 2				
DATE				
10/15/11				
SCALE				
1" = 100'				
SHEET NO.				
1 OF 2				
TOTAL SHEETS				
2 OF 2				



SECTION AA
EQUIPMENT FOR MOBILE

SECTION B-B
EQUIPMENT FOR MOBILE

SECTION C-C
EQUIPMENT FOR MOBILE

REV.	DATE	DESCRIPTION	BY	APP'D.

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING	TIM LUCHT LAKE PROPOSED DREDGING BOROUGH OF BAY HEAD COUNTY OF OCEAN
DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/15/03	SCALE: AS SHOWN SHEET NO. 2174 SHEETS OF 2174 DRAWING E-36623

ENCLOSURE 01

CONDITIONS FOR
DEPARTMENT OF THE ARMY PERMITS

GENERAL CONDITIONS

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

SPECIAL CONDITIONS

1. All work performed in association with the above noted project shall be conducted in accordance with the project plans identified as "Twilight Lake Proposed Dredging, Borough of Bay Head, County of Ocean County", sheets 1 and 2 of 2, dated July 11, 2014, un-revised, prepared by NJDEP Bureau of Coastal Engineering. The project plans provide for mechanical dredging. The stated purpose of the project is to provide for water quality improvements by removal of accumulated sediments.

2. Dredging shall not result in the removal of greater than 36,800 cubic yards of dredged material over approximately 15 acres of waters of the United States.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified at least 10 days prior to the commencement of authorized work by completing and signing the enclosed *Notification/ Certification of Work Commencement Form* (Enclosure 5). This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the enclosed *Notification/Certification of Work Completion/Compliance Form* (Enclosure 6). All notifications required by this condition shall be in writing and shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
6. That the permittee shall not perform dredging between January 1 and May 31 of any given year to protect Winter Flounder (*Pseudopleunectes americanus*) utilizing the area for spawning.
7. Temporary dewatering areas shall be constructed in upland areas according to the approved plans and not in waters of the U.S., including wetlands. Temporary matting shall be used by equipment when crossing wetlands between dredged material off-loading and upland areas. Soil erosion and sedimentation control measures shall be designed, installed and maintained in accordance with Ocean County Soil Conservation District requirements and an approved erosion and sedimentation control plan. The disposal of dredged material, both temporarily and permanently, shall be upland areas and not in waters of the U.S., including wetlands.
8. Dredging shall not exceed the project depth of four feet below mean low water (-4' MLW) and shall generate no more than approximately 36,800 cubic yards of dredged material.
9. Within 30 days of the completion of the dredging operation, the permittee shall submit a post dredge survey of the dredge area as depicted on the approved plans. This submission shall also include a total volume calculation of sediment removed from the dredge area. Upon completion of the transportation of the material to the Ocean County Landfill or approved upland disposal site, the permittee shall provide a volume calculation to this office. Any alternate disposal/use

location of dredged material shall be reviewed and approved by this office prior to transport and disposal of dredged material.

FURTHER INFORMATION

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
2. Limits of the Authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See Item 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

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

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

(Transferee)

(Date)

Enclosure (2)



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY

P.O. Box 420
MAIL CODE #401-04P
TRENTON, NEW JERSEY 08625
(609) 633-3801

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

September 12, 2014

Mr. William Dixon, Acting Manager
NJDEP, Bureau of Coastal Engineering
1510 Hooper Avenue
Toms River, NJ 08753

RE: Waterfront Development Permit/Water Quality Cert./Acceptable Use Determination
NJDEP File No: 1502-14-0004.1
Waterfront Development Permit (WFD140001)
Project: NJDEP Twilight Lake Dredging
Bay Head Borough, Ocean County

Dear Mr. Dixon:

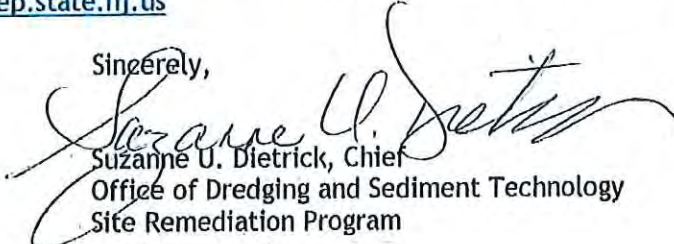
The Office of Dredging and Sediment Technology acting under the provisions of the Waterfront Development Act (N.J.S.A. 12:5-3) has determined to conditionally approve your application for a Waterfront Development Permit.

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

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

If you should have any questions regarding this decision, please contact me at (609) 292-8838 or by email at suzanne.dietrick@dep.state.nj.us

Sincerely,



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

Attachment: Approved Plans

c: Borough of Bayhead Municipal Clerk
Michael Hayduck, U.S. Army Corps of Engineers-Philadelphia District
Jeffrey Reading, NJDEP Division of Water Monitoring and Standards

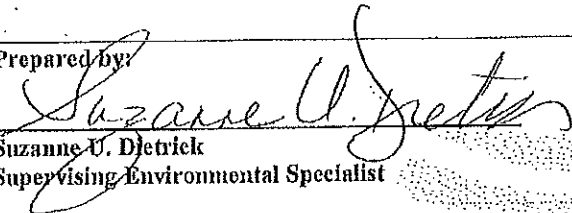
e-copy: Bureau of Coastal and Land Use Enforcement



STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY
 P.O. Box 420, Mail Code #401-04P
 Trenton, New Jersey 08625-0420



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		<p>Approval Date: September 12, 2014</p>
		<p>Expiration Date: September 11, 2019</p>
<p>Permit Number(s): 1502-14-0004.1 (WFD140001)</p>	<p>Type of Approval(s): Waterfront Development Permit Water Quality Certificate Acceptable Use Determination</p>	<p>Enabling Statute(s) NJSA 12:5-3 NJSA 58:10A-1</p>
<p>Applicant: NJDEP, Bureau of Coastal Engineering 1510 Hooper Avenue Toms River, NJ 08753</p>	<p>Site Location: Twilight Lake Borough of Bay Head, Ocean County Block:25, Lot:14</p>	
<p>Description of Authorized Activities:</p> <p>New dredging of approximately 30,000 cy of sediment from a 13.2 acre southern portion of Twilight Lake that empties into Barnegat Bay. The depth of dredging will be 4 feet below MLW. No overdredge is authorized in this permit. Dredging will occur by mechanical method with dredged material placed in a temporary dewatering facility located adjacent to the lake along Twilight Road. Once the material is sufficiently dried, the material will be loaded into trucks for beneficial use as daily cover material at the Ocean County Landfill located in Manchester, Ocean County.</p>		
<p>Prepared by:  Suzanne V. Detrick Supervising Environmental Specialist</p>		<p>Received and/or Recorded by County Clerk</p>
<p>Date: <u>9/12/14</u></p>		
<p>THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH HEREIN.</p>		
<p>This permit is not valid unless authorizing signature appears on the last page.</p>		

CONDITIONS APPLICABLE TO ALL LAND USE PERMITS:

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

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

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

PROJECT SPECIFIC CONDITIONS:

1. The drawings hereby approved are:

Two sheets titled, "State of New Jersey, Department of Environmental Protection, Office of Engineering and Construction, Bureau of Coastal Engineering, Twilight Lake, Proposed Dredging, Borough of Bay Head, County of Ocean, dated 7/12/14, by William Dixon, Bureau of Coastal Engineering.

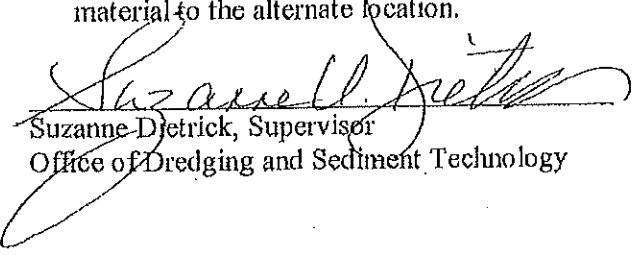
2. The temporary dewatering area shall be constructed on the upland portion of the property and shall be outside of any delineated tidal wetlands as depicted in the approved plans. This permit authorizes the temporary disturbance to delineated wetlands for the purpose of the locating the dredge pipe from the barge to the temporary dewatering area.
3. The following conditions apply to mechanical dredging and the use of a temporary dewatering area for this purpose:
 - a. The dewatering area used for mechanical dredging shall consist of hay bales surrounded by silt fencing. The designated contractor shall be responsible for the integrity of the hay bales and silt fencing to properly contain all sediments during the entire dredging operation.
 - b. Upon completion of the dredging and dewatering operation, the disturbed areas of tidal wetlands and dewatering area shall be restored to pre-existing conditions. The designated contractor may be required to re-vegetate the disturbed areas upon inspection by the Department and as required by the dredging contract.
4. Dredging is prohibited from January 1 to May 31, of any given year, to minimize impacts to the essential fish habitat and early life stages of winter flounder.
5. Dredging shall not exceed the project depth of four feet below mean low water (-4' MLW), and approximately 30,000 cubic yards of dredged material.
6. Within 30 days of the completion of the dredging operation, the permittee shall submit a post dredge survey of the dredge area as depicted on the approved plans. This submission shall also include a total volume calculation of sediment removed from the dredge area. Upon completion of the transportation of the material to the Ocean County Landfill (OCLF), the permittee shall provide a volume calculation to the Office of Dredging and Sediment Technology.

ACCEPTABLE USE DETERMINATION:

This shall serve as the Department's Acceptable Use Determination for the use of dredged material as described in this permit and shown on the referenced plans.

1. This permit authorizes the placement of approximately 30,000 cy of dredged material at the Ocean County Landfill (OCLF) for beneficial use as daily cover material. The permittee shall comply with the conditions imposed on the project by OCLF as specified in the October 4, 2013 letter.

2. If the permittee elects to dispose/use the dredged material from this project at an alternate location, written authorization must be obtained from the Office of Dredging and Sediment Technology prior to the transport of any dredged material to said alternative disposal/use location. Any alternate disposal/use location must obtain all required state, local and federal permits before the Office would grant a modification of this permit to transport dredged material to the alternate location.


Suzanne Djetrick, Supervisor
Office of Dredging and Sediment Technology

Date

9/12/14

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

(Name of Local Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

Pursuant to Section 3:05 – Addendum, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision	How Received (mail, fax, Pick-up, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NO ADDENDA WAS RECEIVED

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

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Proposal

PROPOSAL

BUREAU OF COASTAL ENGINEERING
PROJECT NO. 2171-14

Department of Environmental Protection
Office of Engineering & Construction
Bureau of Coastal Engineering
1510 Hooper Avenue
Toms River, New Jersey 08753

Wickberg Marine Contracting, Inc
Contractor Name
610 Main St.
Street Address
Berford, NJ 07718
City / State / Zip

In accordance with the advertisement of September 11, 2014 inviting proposals for the Dredging of Twilight Lake, Bay Head, Ocean County, New Jersey (hereinafter "the project") and subject to the conditions and requirements thereof, and to the Specifications dated September 11, 2014 and any addenda or changes made in writing and issued by the Bureau of Coastal Engineering, which are incorporated herein by reference as if attached hereto, the Contractor identified above (hereinafter "the bidder") will provide all necessary material, equipment, supplies and facilities, and perform all the work called for by the said Specifications and addenda, in the manner described therein and in accordance with the requirements of the Manager, the Resident Engineer(s), and Inspector(s) assigned to the project by the Bureau of Coastal Engineering, for the consideration of the bid specified and outlined as follows:

The bidder, hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey, to the following:

I. AFFIRMATIVE ACTION

That an affirmative action program of equal opportunity, in support of P.L. 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

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Proposal

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. EQUAL EMPLOYMENT OPPORTUNITY

The performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and the filing of required reports

That if the bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, all reports due under the applicable filing requirements have been filed with the joint reporting committee, the director of the office of federal contract compliance, a federal government contracting or administering agency, or the former president's committee on equal employment opportunity.

Note: This section (II) is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) for federally funded projects, and must be certified to by bidders only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is for FHWA and FRA funded projects and Standard Forms 100 (EEO-1) and 257 are for UMTA funded projects as required by executive orders or their implementing regulations.

Contractors who have participated in a previous contract or subcontract subject to the executive orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts unless such contractor submits a report covering the delinquent period or such other period specified by the participating federal agency or by the director, office of federal contract compliance, U.S. department of labor.

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Proposal

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.

That 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).

IV. CERTIFICATION FOR FEDERAL AID CONTRACTS

That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

That if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Proposal

That the prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

V. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)

That the bidder shall meet the requirements of the Disadvantaged Business Enterprises utilization attachment in order to ensure that Disadvantaged Business Enterprises, as defined in the form attached hereto, have the maximum opportunity to compete for and perform subcontracts.

VI. DEBARMENT

That the bidder and 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 judgment 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, or 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.

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.

Where the bidder is unable to certify to any of the statement in this certification, the Bidder shall explain below and/or on additional pages if necessary.

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Proposal

The bidder shall submit the attached forms:

- 1. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**
- 2. MCBRIDE PRINCIPLES CERTIFICATION**
- 3. POLITICAL SOURCE DISCLOSURE FORM**
- 4. STATEMENT OF JOINT VENTURE (IF APPLICABLE)**
- 5. CONTRACTOR'S QUALIFICATION AFFIDAVIT**

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Proposal**

BIDDING SCHEDULE

ITEM NO. 1 - GENERAL WORK:

General work, including mobilization and demobilization as specified in Section 11:01, for the lump sum of \$ 200,000. $\frac{00}{100}$

ITEM NO. 2 - SURVEYING WITH ACCOMPANYING MAPS:

The performing of surveys and volume calculations as specified in Section 11:02, for the lump sum of \$ 14,000. $\frac{00}{100}$

ITEM NO. 3 - DREDGING & DISPOSAL:

Dredging and dewatering of sediments from the lake of 30,000 cubic yards as specified in Section 11:03 at a unit price of \$ 85. $\frac{00}{100}$ per cubic yard, or \$ 2,550,000. $\frac{00}{100}$

ITEM NO. 4 - SITE RESTORATION:

ITEM NO. 4.1 - REMOVE & RESTORE DEWATERING SITE

The performing of all operations required to remove the dewatering site, in its entirety, and prepare said site for topsoil, seed, and mulch, as specified in Section 11:04, for the lump sum of \$ 18,000. $\frac{00}{100}$

ITEM NO. 4.2 - JAPANESE BLACK PINE:

The performing of all operations required to install 14 trees, as specified in Section 11:04, at a unit price of \$ 500. $\frac{00}{100}$ per tree, or \$ 7,000. $\frac{00}{100}$

ITEM NO. 4.3 - BEACH PLUM:

The performing of all operations required to install 14 trees, as specified in Section 11:04, at a unit price of \$ 200. $\frac{00}{100}$ per tree, or \$ 2,800 $\frac{00}{100}$

ITEM NO. 4.4 - BAYBERRY:

The performing of all operations required to install 12 trees, as specified in Section 11:04, at a unit price of \$ 200. $\frac{00}{100}$ per tree, or \$ 2,400 $\frac{00}{100}$

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Proposal**

ITEM NO. 4 - SITE RESTORATION Con't:

ITEM NO. 4.5 - CHERRY:

The performing of all operations required to install
4 trees, as specified in Section 11:04,
at a unit price of \$ 500.⁰⁰ per tree,
or \$ 2,000⁰⁰/₁₀₀

ITEM NO. 4.6 - AMERICAN HOLLY:

The performing of all operations required to install
8 trees, as specified in Section 11:04,
at a unit price of \$ 800.⁰⁰ per tree,
or \$ 6,400⁰⁰/₁₀₀

ITEM NO. 4.7 - TOPSOILING:

The performing of all operations required to install
4,780 square yards of topsoil, 4" thick,
as specified in Section 11:04,
at a unit price of \$ 6.⁰⁰ per square yard,
or \$ 28,680⁰⁰/₁₀₀

ITEM NO. 4.8 - FERTILIZER AND SEED:

The performing of all operations required to install
4,780 square yards of fertilizer and seed, Type A-5,
as specified in Section 11:04,
at a unit price of \$ 2.⁰⁰ per square yard,
or \$ 9,560⁰⁰

ITEM NO. 4.9 - MULCHING:

The performing of all operations required to install
4,780 square yards of straw mulch,
as specified in Section 11:04,
at a unit price of \$ 1.⁰⁰ per square yard,
or \$ 4,780⁰⁰

TOTAL AMOUNT OF BID. \$ 2,845,620⁰⁰/₁₀₀

AMOUNT OF BID BOND. \$ 10⁰⁰/₁₀₀

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Proposal

(Minimum of 10% of total amount of bid)

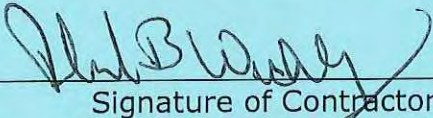
BIDDER'S CERTIFICATION

The person signing this Proposal (hereinafter "I") hereby certifies that I have the 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.

I hereby acknowledge that, as the signatory below, the bidder understands that work under this project will not commence until a contract, executed by the Commissioner of the Department of Environmental Protection, is in possession of the bidder and that this may be as long as 45 days after bids have been received.

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 business registration/representative, public works contractor registration/representative, and proposal bond have been signed by an authorized representative of the bidder.




Signature of Contractor

Richard B. Wickham

Print Name of Contractor

Vice President

Title



Federal I.D. Number

dredgeit1ed@aol.com

Email

732-644-9267

Telephone Number

CONTRACTOR'S QUALIFICATION AFFIDAVIT

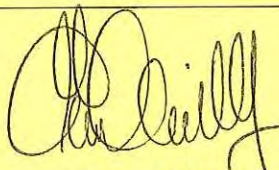
This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A.

52:35 and the Regulations adopted by the Department of Environmental Protection, and filed in the Office of the Secretary of State. February 26, 1960, and any amendments thereto; and that the said Bidder has no contracts in force that will affect the completion of the contract on which bid is submitted in full accordance with plans and specifications.

Wickberg Machine Contracting, Inc L.S.
Name: John B. Walsh
Title: Vice President

Sworn and Subscribed
before me this

27 day of September 2014
at 110 Main St, Belford, NJ 07718



Notary Public

GINA M WICKBERG
ID # 2040392
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 15, 2018

I/We Understand that the bidding and award of contract will be pursuant to Sections 1:00 et seq. and 100 et seq. of these specifications.

Accompanying this proposal is a:

Certified check in the sum of \$ _____

Bid Bond in the amount of \$ 10%

Guaranteed payable to the Department of Environmental Protection which check I (or We) agree is to be forfeited as liquidated damages and not as a penalty, if in this case the proposal is found to be the lowest contract awarded thereon, the undersigned shall fail under the conditions of the proposal to execute a contract with this body or furnish evidence as requested under experience, otherwise the certified check is to be returned to the undersigned.

I (or We) make this proposal with full knowledge of the kind, quantity and quality of the service required and if it is accepted, will after receiving notice of such acceptance enter into the contract with good and sufficient sureties for the faithful performance thereof.

Under the laws of the State of New Jersey

The undersigned is a partnership
 corporation
 individual

Having its principal office at 660 Main St. Belvidere, NJ 07718

Wickberg Manne Contracting, Inc

Signed Richard B Wickberg

Name Richard B Wickberg

Title Vice President

(SEAL)
ATTEST

GINA M WICKBERG

ID # 2040392
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 15, 2018

State of New Jersey
Division of Purchase & Property

Information Sheet and Certification for Delegated Purchasing Authority Transactions

Company Information	
Company Name	<u>Wickberg Marine Contracting, Inc.</u>
Address	<u>1610 Main St.</u>
City	<u>Bedford</u> State <u>NJ</u> Zip Code <u>07118</u>
Country	United States Contact Person <u>Ted Faxon</u>
Phone	<u>732-644-9267 (c)</u> Fax <u>732-202-6075 (e)</u> <u>732-471-0106</u> <u>732-471-0106 (o)</u>
Company Email	<u>dfredge@ted@aol.com</u>
FEIN/SSN	[REDACTED] Quote or PO # _____

The information provided above will be used to pre-populate information fields within the Delegated Purchasing Authority ("DPA") Transactions document packet for your convenience.

This certification will serve as your official signature for the following certifications presented within this document packet:

- Ownership Disclosure Form
- Disclosure of Investigations and Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran Form
- Source Disclosure Certification Form
- MacBride Principles Certification Form
- Vendor Certification and Political Contribution Disclosure Form
- Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
- Affirmative Action Supplement Form
- Delegated Purchasing Authority Terms and Conditions

Please Note: For businesses not registered by the State of New Jersey, Division of Revenue, you MUST complete a Business Registration Certificate Application, which is located here <http://www.nj.gov/njbusiness/starting/>. You must have a valid Business Registration Certificate to be eligible to do business with the State of New Jersey.

You must also answer the questions on the following forms/certifications: Ownership Disclosure Form, Disclosure of Investigation and Actions Involving Bidder Form, Disclosure of Investment Activities in Iran Form, Source Disclosure Certification Form, MacBride Principles Certification Form, Vendor Certification and Political Contribution Disclosure Form, Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form and the Affirmative Action Supplement Form. These questions must be answered in full in order for you or your company to be eligible for award.

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 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 promptly 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 agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

I certify that the signature on this page below has the effect of and constitutes a signature on every page listed in this packet.

Signed By: *Ted B. Wicky* Current Date 9/16/14
 Title: vice president

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
OWNERSHIP DISCLOSURE FORM**

Quote Number: _____

Bidder/Offeror: Wickberg Marine Contracting Inc

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2
PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.

- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| 1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.

- | | | |
|--|--------------------------|--------------------------|
| 2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

For Questions 2-4 answered "YES", you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.

Individuals	
Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest _____ %
Home Address: _____	
City _____ State _____ Zip Code _____	<input type="button" value="Delete Entry"/>
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?	
<input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: _____
Partner Name: _____ Ownership Interest _____ %
Business Address: _____
City _____ State _____ Zip Code _____

Delete Entry

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or No

Add An Additional Partnerships/Corporations Entry

ONCE YOU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFEROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE DISCLOSURE OF INVESTIGATIONS FORM.

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 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 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 agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Richard B. Wickberg Signature: 
Title: Vice President Date: 9-27-14
FEIN/SSN: 22-2166036

ALL BIDDER/OFFERORS MUST COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Quote Number: _____ Bidder/Offeror: Wickberg Masnie Contracting, Inc

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.**

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, please sign and date below

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Delete Entry

Add Additional Information

Officers/Directors

Name: Richard A Wickberg / Richard B Wickberg

Title President / Vice President DOB 8-7-35 / 6657

Address 123 Springhill Rd / 11 Canterbury Way

City Old Bridge, NJ / Farmingdale State NJ Zip Code 08857 / 0727

Phone 732-471-0106 [Redacted] ring4260@opt.com

Delete Entry

Add An Additional Officer/Director Entry

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 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 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 agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Richard B Wickberg

Signature: [Handwritten Signature]

Title: Vice President

Date: 9-27-14

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: Wickberg Marine Contracting, Inc

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, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

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 ("Chapter 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.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 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 agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Richard B Wickberg

Signature: [Signature]

Title: Vice President

Date: 9-27-14

State of New Jersey
Division of Purchase & Property
Source Disclosure Certification Form

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the Delegated Purchasing Authority transaction issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	<u>Widdoway Marine Contracting, Inc.</u>
Description of Services	<u>Dredging</u>
Performance Locations(s) by Country	<u>USA</u>
Reasons why services cannot be performed in US	<u>Ø</u>

Any changes to the information set forth in this Certification during the course of the transaction will be immediately reported by the Contractor to the Using Agency.

The Using Agency shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Using Agency that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to the DPA Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor with knowledge that the Division and Using Agency is relying upon the truth of the statements contained herein.

State of New Jersey
Division of Purchase & Property
MacBride Principles Certification Form

Bidder's Requirement: To provide a certification in compliance with MacBride Principles and Northern Ireland Act of 1989.

Pursuant to Public Law 1995, c. 134, a responsible bidder selected by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such 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.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

State of New Jersey
Division of Purchase & Property

Vendor Certification and Political Contribution Disclosure Form

At least ten (10) days prior to entering into the DPA transaction, the Vendor must complete this form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (N.J.A.C. 19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Indicate "NONE" if no Reportable Contributions were made.

Committee Name none
Committee Address _____
Amount of Contribution _____ Date of Contribution _____
Contributor's Name _____

State of New Jersey
Division of Purchase & Property

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

For Agency Use Only

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____

Phone Number _____ Agency Email _____

Part 1: Vendor Information

Company Name Wickway Marine Contracting, Inc
(Including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 610 Main St Address 2 _____
City Berlin State NS Zip 07718 Phone 732-471-0106 (0)
Company Email dredgeit@ed.com FEIN/SSN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

Please Note: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Nadine Sheppard

From: [REDACTED]
Sent: Thursday, October 23, 2014 12:01 PM
To: [REDACTED]
Subject: RE: Message from "761-RICOHMPC4503"

[REDACTED]

WICKBERG MARINE CONTRACTING, INC. (Project Number 2171) is approved for 2 year Chapter 51/EO117 certification. 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.state.nj.us

Thank you

[REDACTED]
Dept. of the Treasury
Chapter 51 Review Unit
609-292-2043
609-984-2575 fax

-----Original Message-----

From: [REDACTED]
Sent: Thursday, October 23, 2014 10:44 AM
To: [REDACTED]
Subject: FW: Message from "761-RICOHMPC4503"
Importance: High

[REDACTED]

Per our phone conversation, attached please find a copy of the forms completed by Wickberg Marine Contracting, Inc. for Chapter 51 compliance.

I appreciate your offer to expedite the review of this request.

If you have any questions or need any additional information, please contact me.

-----Original Message-----

From: 761-ricohmpc4503@dep.state.nj.us [mailto:761-ricohmpc4503@dep.state.nj.us]
Sent: Thursday, October 23, 2014 10:39 AM
To: [REDACTED]
Subject: Message from "761-RICOHMPC4503"

This E-mail was sent from "761-RICOHMPC4503" (MP C4503).

Scan Date: 10.23.2014 10:38:39 (-0400)
Queries to: 761-ricohmpc4503@dep.state.nj.us

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____ Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

Contributor Address _____

City _____ State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. 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.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(Check One Box Below)

I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

I am certifying on behalf of the above-named business entity only.

I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at:

Chapter 51 Review Unit
P.O. Box 039
33 West State Street, 9th Floor
Trenton, NJ 08625

The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

State of New Jersey
Division of Purchase & Property
Affirmative Action Supplement Form

Delegated Purchasing Authority Proposal Company Name Wickberg Marine Contracting, Inc Quote or PO # 2171

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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.

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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27_5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis 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 discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job_related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit EEO Monitoring Program
P.O. Box 206
Trenton, New Jersey 08625-0206
Telephone No. (609) 292-5473

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: [REDACTED]

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: [REDACTED]

4. COMPANY NAME: Wickberg Marine Contracting, Inc

5. STREET: 610 Main St. CITY: Belford COUNTY: Monmouth STATE: NJ ZIP CODE: 07718

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): 0 CITY: STATE: ZIP CODE:

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: [REDACTED]

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 7

10. PUBLIC AGENCY AWARDED CONTRACT: CITY: COUNTY: STATE: ZIP CODE:

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	2	2						2						
Professionals														
Technicians														
Sales Workers														
Office & Clerical	2		2											2
Craftworkers (Skilled)	3							3						
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	7							5						2
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: To:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Gina Wickberg SIGNATURE: [Signature] TITLE: Secretary/Treasurer DATE: 9/27/14

17. ADDRESS NO. & STREET: 610 Main St CITY: Belford COUNTY: USA STATE: NJ ZIP CODE: 07718 PHONE (AREA CODE, NO., EXTENSION): 732-471-0106

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provision of the agreement between the State of New Jersey and the Contractor.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY – It is required that all corporations be registered with the Office of the Secretary of the State prior to conducting business in the State of New Jersey.

1.2 ANTI-DISCRIMINATION – All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:4-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-26 et seq., is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act.

1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT – The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE – Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation's or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE: LAWS – The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.7 COMPLIANCE: STATE LAWS – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.8 COMPLIANCE: CODES – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

2. LIABILITIES

2.1 LIABILITIES – COPYRIGHT – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind of or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

2.2 INDEMNIFICATION – The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suites, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE – The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice.

The insurance to be provided by the contractor shall be as follows:

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. Broad Form Comprehensive General Liability
 2. Products / Completed Operations
 3. Premises / Operations

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limited of liability for bodily injury and property damage shall not be less than \$1 million per occurrence. As a combines single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than:
 - \$100,000 Bodily Injury, Each Occurrence
 - \$100,000 Disease Each Employee
 - \$500,000 Disease aggregate Limit

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PROCUREMENT BUREAU

3.1 SUBCONTRACTING OR ASSIGNMENT – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the State.

3.2 PERFORMANCE GUARANTEE OF BIDDER – The bidder hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

e. Trained mechanics are regularly employed to make repairs to equipment in the territory from which the service request might emanate within a 48 hour period or within the time accepted as industry practice.

f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's Using Agency is rendered.

3.3 DELIVERY GUARANTEES – Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchase under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.4 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES - The State reserves the right to inspect the contractor's establishment.

3.5 MAINTENANCE OF RECORDS – The contractor shall maintain records for products and/or service delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

4. TERMS RELATING TO PRICE QUOTATIONS

4.1 PRICE FLUCTUATIONS DURING CONTRACT – All prices shall be firm through issuance of contract purchase order and shall not be subject to increase during the period of the contract.

4.2 DELIVERY COSTS – Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the methods of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State' Using Agency or designated purchaser.

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.3 C.O.D TERMS – C.O.D. terms are not acceptable.

4.4 TAX CHARGES – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the invoice. The State's Federal Excise Tax Exemption Number is 22-75-0050k.

4.5 PAYMENT TO VENDORS – Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

4.6 NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act (P.L.1987, c. 184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

5. CASH DEPOSITS

a. A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of goods and services, whichever is later.

b. The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date of the State's responses to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST – The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, or agree to pay, either directly or indirectly any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52-13D-13b and e, in Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52-13D-13i, of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52-13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationships with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to cause or influence, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

STATEMENT OF JOINT VENTURE

STATE OF NEW JERSEY }
COUNTY OF } SS:

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The Contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this STATEMENT OF JOINT VENTURE in the name of and on behalf of such Contractor for the purposes herein set forth.

2. The following named Contractors:

- (a) [] Individual [] Partnership [] Corporation
(b) [] Individual [] Partnership [] Corporation
(c) [] Individual [] Partnership [] Corporation

each of whom is Pre-qualified to bid for work of the New Jersey Department of Environmental Protection, pursuant to regulations covering the classification of prospective bidders heretofore adopted by the commissioner of Environmental Protection, have entered into a Joint Venture for the special purpose of carrying on the work and improvement hereinafter described.

3 Under the provisions of such Joint Venture the assets of each of the Contractors named in Paragraph 2 hereof, and in case any Contractor so named above is a Partnership the assets of the individual members of such Partnership, will be available for the performance of such Joint Venture and liable thereon and for all obligations incurred in connection therewith.

4 The assets and liabilities of the named Contractors for whom we respectively execute this Statement of Joint Venture are now substantially the same as set forth in the last Contractor's Financial and equipment statement filed with the State Commissioner of Environmental Protection for purpose of pre-qualification.

5 This Statement of Joint Venture is executed so that the named Contractors may, under such Joint Venture, bid upon the work and improvement herein mentioned and they may, if the successful bidder thereon, be awarded the contract for such work and improvement. Any, Bid, Bond and Contract relating to the work and improvement hereinafter specified shall be executed by any person authorized to bind any Contractor to this Joint Venture, and when so executed shall bind this Joint Venture and each and every Contractor named herein, severally and jointly. Simultaneous with execution of the Contract, the Joint Venturers shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the construction work set forth in said contract.

6 In consideration of being Pre-qualified to bid upon such work and improvements as Joint Venturers, we bind the Contractor for whom we respectively execute the Statement of Joint Venture in firm agreement with the New Jersey Department of Environmental Protection, that each of the representations set forth herein is true.

STATEMENT OF JOINT VENTURE (Continued)

7. The work and improvement for which the JOINT VENTURE has been entered into is identified as:

The Name of the JOINT VENTURE is:

Bid received on _____
(Date)

Subscribed and sworn before me this
_____ Day of
_____, 2____

(a) _____
(Name of Contractor)

by: _____
(Signature of representative)

(Name of Representative)

Subscribed and sworn before me this
_____ Day of
_____, 2____

(a) _____
(Name of Contractor)

by: _____
(Signature of representative)

(Name of Representative)

Subscribed and sworn before me this
_____ Day of
_____, 2____

(a) _____
(Name of Contractor)

by: _____
(Signature of representative)

(Name of Representative)

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONTRACTORS NAMED IN PARAGRAPH 2 THEREOF;

(a) _____ hereby certifies that

(Name of Contractor)

_____ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

_____ for the special purpose therein expressed.

(Name of Contractor)

Attest _____

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(b) _____ hereby certifies that

(Name of Contractor)

_____ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

_____ for the special purpose therein expressed.

(Name of Contractor)

Attest _____

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(c) _____ hereby certifies that

(Name of Contractor)

_____ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

_____ for the special purpose therein expressed.

(Name of Contractor)

Attest _____

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

WICKBERG MARINE CONTRACTING
(Name of Local Contracting Unit)

DREDGE TWILIGHT LAKE
(Name of Construction/Public Works Project)

2171
(Project or Bid Number)

Pursuant to Section 3:05 - Addendum, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number
Or Title of Addendum/Revision

How Received
(mail, fax,
Pick-up, etc.)

Date Received

ADDENDUM # 1

MAIL

SEPT. 25 2014

NO ADDENDA WAS RECEIVED

Acknowledgement by Bidder:

Name of Bidder: WICKBERG MARINE CONTRACTING

By Authorized Representative: RICHARD B WICKBERG

Signature: Richard B Wickberg

Printed Name and Title: VICIE PRESIDENT

Date: 9/30/14



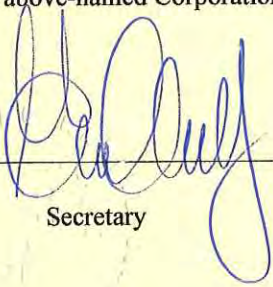
610 MAIN STREET
BELFORD, NJ 07718
Telephone (732) 471-0106
Fax (732) 471-1773

WHEREAS, the Corporation (Wickberg Marine Contracting, Inc.) desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): Richard Wickberg, Gina Wickberg. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of contracts entered into by this Corporation; and more specifically, contract # 2171 entered into with the State of New Jersey.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Wickberg Marine Contracting, Inc. a corporation duly formed pursuant to the laws of the state of New Jersey, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board and that said meeting was held in accordance with state law and the Bylaws of Wickberg Marine Contracting, Inc. on October 13, 2014, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 13th day of October, 2014.


Secretary

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF COASTAL ENGINEERING
CODE OF ETHICS FOR VENDORS

Introduction

The New Jersey Department of Environmental Protection Bureau of Coastal Engineering (NJDEP-BCE) 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 NJDEP-BCE 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 NJDEP-BCE.

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, provides 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 attached to every contract and agreement to which the NJDEP-BCE is a party. It shall be distributed to all parties who presently do business with the NJDEP-BCE and, to the extent feasible, to all those parties anticipating doing business with the NJDEP-BCE.

NJDEP Code of Ethics for Vendors

1. No vendor* shall employ and NJDEP 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 NJDEP 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 NJDEP officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any NJDEP 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.
5. No vendor shall offer any NJDEP 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 NJDEP 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 NJDEP 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 order 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 NJDEP.

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Bob Martin
Commissioner



April 2014

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, WICKBERG MARINE CONTRACTING, INC.

of 610 Main Street, Belford, NJ 07718,

as Principal, and NGM Insurance Company, 4601 Touchton Road East, Jacksonville,

FL,

as Surety, is hereby held and firmly bound unto State Of New Jersey Department Of Environmental Protection of 1510 Hooper Avenue, Toms River, NJ 08753,

as Owner, in the penal sum of

Ten Percent (10%) of amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed and sealed this **1st day of October, 2014**

The condition of the above obligation is such that whereas the Principal has submitted to **State Of New Jersey Department Of Environmental Protection** a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

Dredging & Restoration of Twilight Lake, Bay Head, NJ - Project #2171

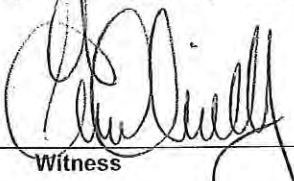
NOW, THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid

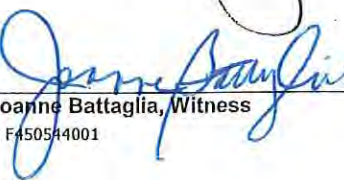
Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and Surety does hereby waive notice of any such extension.

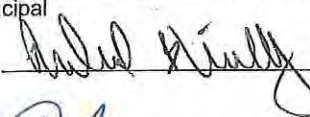
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

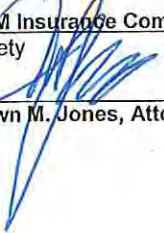
By: 

Witness

By: 

Joanne Battaglia, Witness
Form F450544001

WICKBERG MARINE CONTRACTING, INC.
Principal
By: 

NGM Insurance Company
Surety
By: 

Dawn M. Jones, Attorney-in-fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

NGM Insurance Company

Organized and existing under the laws of the State of FL and licensed to do business in the State of New Jersey certifies and agrees, that if contract for

Dredging & Restoration of Twilight Lake, Bay Head, NJ - Project #2171

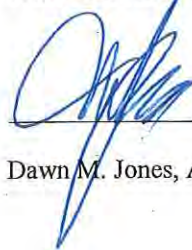
for State Of New Jersey Department Of Environmental Protection

is awarded to WICKBERG MARINE CONTRACTING, INC.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this October 1, 2014

NGM Insurance Company



Dawn M. Jones, Attorney-in-fact

Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2013 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Ernst & Young, LLP, 200 Clarendon Street, Boston, MA 02116-5072.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$931,634,006.

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2014 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$90,515.00

- 3) The amount of the bond to which the statement and certification is attached is \$ Ten Percent (10%) Of
- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 Amount Bid 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 the contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(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

I, Dawn M. Jones as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

(Signature of certifying agent/officer)

Dawn M. Jones

(Print name of certifying agent/officer)

Date: October 1, 2014

Attorney in Fact



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 13, 2014, the following officers were elected and still remain in office:

THOMAS M. VAN BERKELCHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 STEVEN J. PEETERS.....EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER
 DOUGLAS EDEN, ANTONIA M. PORTERFIELD
 MICHAEL D. LANCASHIRE, SENIOR VICE PRESIDENTS
 BRUCE FOXVICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 BRIAN J. BEGGS, DANIEL J. GAYNOR, DAVID S. MEDVIDOFSKY,
 JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY..... VICE PRESIDENTS
 RONALD A. JAMESVICE PRESIDENT & CHIEF INFORMATION OFFICER
 THOMAS T. FRAZIER..... VICE PRESIDENT & CHIEF INVESTMENT OFFICER
 DEAN P. DORMAN..... VICE PRESIDENT & CHIEF ACTUARY
 RICHARD G. SCHULTZ..... VICE PRESIDENT & CHIEF ACCOUNTING OFFICER
 CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,
 LISA MURMAN, RONALD PROFAIZER, CHRISTOPHER COX..... ASSISTANT VICE PRESIDENTS
 TIMOTHY O. MUZZEY ASSISTANT VICE PRESIDENTS/ACTUARY
 KIMBERLY K. LAW, MARK FRIEDLANDER,
 KATHLEEN KILLGORE, NANCY PALMISANO, MICHELE SEYMOUR
 ALICE MORIARTY, JEFFREY PRICE ASSISTANT SECRETARIES
 REGIONAL PRESIDENTS (Appointed)
 MARK BERGER..... REGIONAL PRESIDENT, NORTHEAST REGION
 STEVE BERRY..... REGIONAL PRESIDENT, NEW ENGLAND REGION
 GREGG EFFNER..... REGIONAL PRESIDENT SOUTHEAST REGION
 JEFFREY B. KUSCH..... REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2013.

ADMITTED ASSETS

Bonds at Amortized Values	\$1,403,298,752
Stocks at Market Value.....	296,421,008
First Mortgage Loans	17,336,820
Real Estate.....	4,746,313
Cash in Office and Banks.....	38,025,546
Short Term Investments.....	10,417,373
Agent's Balance (Less than 90 Days)	246,938,580
Accrued Interest.....	13,877,101
Other Assets.....	234,240,825
TOTAL ADMITTED ASSETS.....	\$2,265,302,318

LIABILITIES

Reserve for Losses.....	\$602,053,162
Reserve for Loss Adjustment Expenses	114,873,358
Reserve for Unearned Premiums.....	480,696,312
Reserve for Other Underwriting Expenses.....	42,159,321
Reserve for Taxes, Licenses, and Fees.....	8,768,841
Loss Drafts in Transit.....	23,224,703
Other Liabilities	56,642,615
Total Liabilities	1,328,418,312
Policyholders' Surplus.....	936,884,006
TOTAL.....	\$2,265,302,318

Securities as deposited by law, included above = \$ 10,156,431

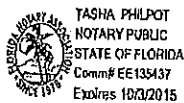
I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and Sworn to before me on this 17th day of March, 2014

IN WITNESS THEREOF, I hereunto subscribe my name and affix the seal of said company this 17th day of March, 2014

[Handwritten Signature]



[Handwritten Signature]





KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Kenneth A Gelok, Scott R Kuzmic, Dawn M Jones, Jeanne Primavera—

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 1st day of October, 2014.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: MAY 8, 2014

NAIC COMPANY CODE: 14788

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2015, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE



KENNETH E. KOBYSLOWSKI

COMMISSIONER

PERFORMANCE BOND

BOND NO. S294439

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

WICKBERG MARINE CONTRACTING, INC., 610 Main Street, Belford, NJ 07718 as Principal,

and NGM Insurance Company

a corporation of the State of FL duly authorized to do business in the State of New Jersey, having an office at 4601 Touchton Road East, Jacksonville, FL 32246, as

Surety, are hereby held and firmly bound unto the State Of New Jersey Department Of Environmental Protection, 1510 Hooper Avenue, Toms River, NJ 08753 in the penal sum of NINE HUNDRED TWENTY THOUSAND AND 00/100 Dollars (\$920,000.00) 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 14th day of October in the year 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the _____ day of _____ enter into a written contract with the State Of New Jersey Department Of Environmental Protection for Dredging and Restoration of Twilight Lake - Borough of Bay Head, New Jersey - NJDEP, Bureau of Coastal Engineering Project Number 2171 which said contract is made a part of this bond as set forth herein;

NOW, if the said WICKBERG MARINE CONTRACTING, INC. shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of the 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 stipulated 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 therefore shall in any wise effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

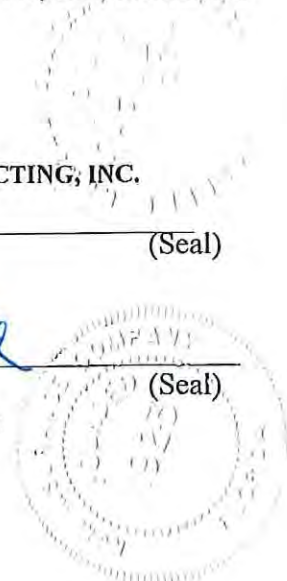
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness

[Signature]
Joanne Battaglia, Witness as to Surety

WICKBERG MARINE CONTRACTING, INC.
BY: [Signature] (Principal) (Seal)

NGM Insurance Company
BY: [Signature] (Surety) (Seal)
Jeanne Primavera, Attorney-in-fact



PAYMENT BOND
BOND NO. S294439

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

WICKBERG MARINE CONTRACTING, INC., 610 Main Street, Belford, NJ 07718 as Principal,
and NGM Insurance Company

a corporation of the State of FL duly authorized to do business in the State of New
Jersey, having an office at 4601 Touchton Road East, Jacksonville, FL 32246, as

Surety, are hereby held and firmly bound unto the State Of New Jersey Department Of Environmental Protection, 1510
Hooper Avenue, Toms River, NJ 08753 in the penal sum of NINE HUNDRED TWENTY THOUSAND AND 00/100 Dollars
(\$920,000.00)
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 14th day of October in the year 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did
on the _____ day of _____ enter into a written contract with the State Of New Jersey
Department Of Environmental Protection for Dredging and Restoration of Twilight Lake -
Borough of Bay Head, New Jersey - NJDEP, Bureau of Coastal Engineering Project Number 2171 which said
contract is made a part of this bond as set forth herein;

NOW, if the said WICKBERG MARINE CONTRACTING, INC. shall pay all lawful
claims of sub-contractors, materialmen, laborers, persons, forms or other suppliers or teams, fuel, oils, implements or
machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we
agreeing and assenting that this undertaking shall be for the benefit of any sub-contractor, materialmen, laborer,
person, firm or corporation having a just claim, as well as for the obligee herein; 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 stipulated 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 therefore shall in any wise effect the obligation of said surety on
its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds
of contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments
thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness

[Signature]
Joanne Battaglia, Witness as to Surety

WICKBERG MARINE CONTRACTING, INC.
BY: [Signature] (Seal)
(Principal)

NGM Insurance Company
BY: [Signature] (Seal)
(Surety)
Jeanne Primavera, Attorney-in-fact

Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2013 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Ernst & Young, LLP, 200 Clarendon Street, Boston, MA 02116-5072.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$931,634,006.

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2014 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$90,515,000

- 3) The amount of the bond to which the statement and certification is attached is \$ 920,000.00.

- 4) 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 the contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(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

I, Jeanne Primavera as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

NGM Insurance Company

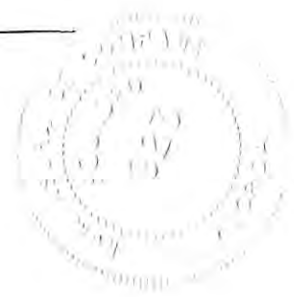

(Signature of certifying agent/officer)

Jeanne Primavera, Attorney-in-Fact

(Print name of certifying agent/officer)

Date: October 14, 2014

Attorney in Fact





THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 13, 2014, the following officers were elected and still remain in office:

THOMAS M. VAN BERKEL CHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
EDWARD J. KUHL EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
STEVEN J. PEETERS EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER
DOUGLAS EDEN, ANTONIA M. PORTERFIELD SENIOR VICE PRESIDENTS
MICHAEL D. LANCASHIRE,
BRUCE FOX VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
BRIAN J. BEGGS, DANIEL J. GAYNOR, DAVID S. MEDVIDOFSKY, JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY VICE PRESIDENTS
RONALD A. JAMES VICE PRESIDENT & CHIEF INFORMATION OFFICER
THOMAS T. FRAZIER VICE PRESIDENT & CHIEF INVESTMENT OFFICER
DEAN P. DORMAN VICE PRESIDENT & CHIEF ACTUARY
RICHARD G. SCHULTZ VICE PRESIDENT & CHIEF ACCOUNTING OFFICER
CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN, LISA MURMAN, RONALD PROFAIZER, CHRISTOPHER COX ASSISTANT VICE PRESIDENTS
TIMOTHY O. MUZZEY ASSISTANT VICE PRESIDENTS/ACTUARY
KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE, NANCY PALMISANO, MICHELE SEYMOUR ALICE MORIARTY, JEFFREY PRICE ASSISTANT SECRETARIES
REGIONAL PRESIDENTS (Appointed)
MARK BERGER REGIONAL PRESIDENT, NORTHEAST REGION
STEVE BERRY REGIONAL PRESIDENT, NEW ENGLAND REGION
GREGG EFFNER REGIONAL PRESIDENT SOUTHEAST REGION
JEFFREY B. KUSCH REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2013.

Table with 2 columns: ADMITTED ASSETS and LIABILITIES. Rows include Bonds at Amortized Values, Stocks at Market Value, First Mortgage Loans, Real Estate, Cash in Office and Banks, Short Term Investments, Agent's Balance, Accrued Interest, Other Assets, Reserve for Losses, Reserve for Loss Adjustment Expenses, Reserve for Unearned Premiums, Reserve for Other Underwriting Expenses, Reserve for Taxes, Licenses, and Fees, Loss Drafts in Transit, Other Liabilities, Total Liabilities, and Policyholders' Surplus.

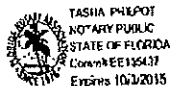
Securities as deposited by law, included above = \$ 10,156,431

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognition or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

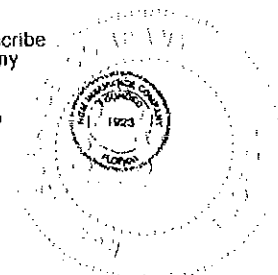
Subscribed and Sworn to before me on this 17th day of March, 2014

Handwritten signature of Tasha Phepot



IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 17th day of March, 2014

Handwritten signature of Thomas M. Van Berkel





KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Kenneth A Gelok, Scott R Kuzmic, Dawn M Jones, Jeanne Primavera—

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

14th day of October, 2014

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: MAY 8, 2014

NAIC COMPANY CODE: 14788

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2015. THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE



KENNETH E. KOBYLOWSKI

COMMISSIONER

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION INSURANCE CERTIFICATE

This certifies that for the policies indicated below have been issued to the insured for the subject Contract for the policy period indicated, that the policies comply with the requirements of Section 152 of the New Jersey Department of Transportation 2007 Standard Specifications for Road and Bridge Construction as amended by the Supplementary Specifications for Federal Aid Projects, and that all information contained herein is true and accurate.

CONTRACTOR: Wickberg Marine Contracting Inc.
 PROJECT NAME: Project 2171 Dredging & Restoration of Twilight Lake
 LOCATION: Borough of Bay Head, Ocean County, NJ
 DP FILE NO: _____

A COMPREHENSIVE GENERAL LIABILITY INSURANCE

Company Providing Coverage: Travelers
 Policy Number: ZOL15R1517614
 Effective Date: 10-11-2014
 Expiration Date: 10-11-2015
 Limit of Liability: \$ 1,000,000 per occurrence Combined Single Limit (B.I. & P.D.)
 Deductible: \$ 1,000

- ENDORSEMENTS**
- PERSONAL INJURY
 - CONTRACTUAL LIABILITY
 - PREMISES & OPERATIONS
 - PRODUCTS & COMPLETED OPERATIONS
 - INDEPENDENT CONTRACTORS
 - WAIVER OF SUBROGATION
 - SEVERABILITY OF INTEREST/SEPERATION OF INSURED
 - PER PROJECT AGGREGATE
 - EXPLOSIONS
 - DAMAGE TO UNDERGROUND UTILITIES
 - COLLAPSE OF FOUNDATIONS

This policy names the State, its officers, employees and agents
 As additional insured Yes No

B COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Company Providing Coverage: Travelers
 Policy Number: BA7D22232A
 Effective Date: 10-11-2014
 Expiration Date: 10-11-2015
 Limit of Liability: \$ 1,000,000 per occurrence Combined Single Limit (B.I. & P.D.)
 Type of Coverage: ALL OWNED AUTOS NON-OWNED AUTOS HIRED AUTOS

- ENDORSEMENTS**
- WAIVER OF SUBROGATION
 - SEVERABILITY OF INTEREST/SEPERATION OF INSURED

C OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

Company Providing Coverage: _____
 Policy Number: _____
 Effective Date: _____
 Expiration Date: _____
 Limit of Liability: \$ _____ per occurrence Combined Single Limit (B.I. & P.D.)

- ENDORSEMENTS**
- SEVERABILITY OF INTEREST/SEPERATION OF INSURED
 - PER PROJECT AGGREGATE

D WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Company providing Coverage: Liberty Mutual Corp
 Policy Number: WC533S301474014
 Effective Date: 08-28-2014
 Expiration Date: 08-28-2015
 Limit of Liability: \$ 1,000,000 Each accident
 \$ 1,000,000 Disease, each employee
 \$ 1,000,000 Disease, policy limit

- ENDORSEMENTS**
- US LONGSHORE & HARBOR WORKERS COVERAGE AND JONES ACT: Yes No

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION INSURANCE CERTIFICATE

CONTRACTOR: Wickberg Marine Contracting, Inc
PROJECT NAME: Project 2171 Dredging & Restoration of Twilight Lake

E EXCESS LIABILITY INSURANCE

Company Providing Coverage: Travelers
Policy Number: ZOB15R15188
Effective Date: 10-11-2014
Expiration Date: 10-11-2015
Limit of Liability: \$ 10,000,000 per occurrence

Policy takes effect if the primary policy is impaired or exhausted and has the same terms and conditions as the primary underlying coverage for the following:
 A COMPREHENSIVE GENERAL LIABILITY
 B COMPREHENSIVE AUTOMOBILE LIABILITY

F MARINE LIABILITY INSURANCE (required only if construction operations require marine operations)

Company Providing Coverage: Travelers
Policy Number: ZOL15R15176
Effective Date: 10-11-2014
Expiration Date: 10-11-2015
Limit of Liability: \$ 1,000,000 per occurrence

ENDORSEMENTS
 PERSONAL INJURY
 CONTRACTUAL LIABILITY
 WAIVER OF SUBROGATION
 PER PROJECT AGGREGATE

This policy names the State, its officers, employees and agents as additional insured: Yes No

G RAILROAD PROTECTIVE LIABILITY INSURANCE (if required by Special Provisions)

Company Providing Coverage: _____
Policy Number: _____
Effective Date: _____
Expiration Date: _____
Limit of Liability: \$ _____ per occurrence, \$ _____ annual aggregate

ENDORSEMENTS
 SEVERABILITY OF INTEREST/SEPERATION OF INSUREDS
 PER PROJECT AGGREGATE

H POLLUTION LIABILITY INSURANCE

Company Providing Coverage: Evanston Insurance Co
Policy Number: 14CPLONE60197
Effective Date: 10-11-2014
Expiration Date: 10-11-2015
Limit of Liability: \$ 1,000,000 per occurrence
\$ 1,000,000 aggregate

ENDORSEMENTS
 BODILY INJURY AND PROPERTY DAMAGE
 NATURAL RESOURCES DAMAGE
 ENVIRONMENTAL CLEAN UP INCLUDING RESTORATION
 LEGAL DEFENSE
 TRANSPORTATION OF WASTE FROM THE PROJECT LIMITS
 DISPOSAL LIABILITY
 WAIVER OF SUBROGATION
 SEVERABILITY OF INTEREST/SEPERATION OF INSUREDS

Policy is written on the following basis:
 Occurrence form, and completed operations coverage to be provided for no less than XX 2 years after Acceptance
 Claims made, and Extended Reporting Provision coverage to be maintained for no less than 2 years after Acceptance
This policy names the State, its officers, employees and agents as additional insured: Yes No

The policy does not contain exclusions or limitations for:
 LIABILITIES ASSUMED
 LEAD, SILICA, ASBESTOS
 UNDERGROUND STORAGE TANKS
 INSURED VS. INSURED EXCLUSION THAT RESTRICTS COVERAGE TO THE STATE
 PER PROJECT AGGREGATE

Certificate Holder

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION: BUREAU OF COASTAL ENGINEERING
MANAGER'S OFFICE
Address: 1510 Hooper Ave
Toms River NJ
08753

I certify that I am an authorized representative for each of the above indicated insurance Companies, and that all policies have been endorsed to require written notice of cancellation or non-renewal to the named Certificate Holder, 30 days prior to cancellation or expiration of the policy.

Company: The Schenck Agency Inc. William E. Jeney Jr. signature
Address: 495 Main Street
Metuchen NJ 08840 Name: William E. Jeney Jr.
Phone: (732)548-2727

This insurance certificate must be accompanied by an attorney-in-fact letter from each insurance company Certifying that the above is authorized to execute and renew policies on behalf of the company.



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:

Wickberg Marine Contracting, Inc.
2014

Responsible Representative(s):
Richard A. Wickberg, President
Richard B. Wickberg, Vice-President
Gina M. Wickberg, Secretary

Responsible Representative(s):

Harold J. Withns

Harold J. Withns, 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

09/13/01

WICKBERG MARINE CONTRACTING INC
610 MAIN ST
BELFORD NJ 07718

Taxpayer Identification# 222-166-036/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 1252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

WICKBERG MARINE CONTRACTING INC

TRADE NAME:

TAXPAYER IDENTIFICATION#

222-166-036/000

CONTRACTOR CERTIFICATION#

0067563

ADDRESS

610 MAIN ST
BELFORD NJ 07718

ISSUANCE DATE:

09/13/01

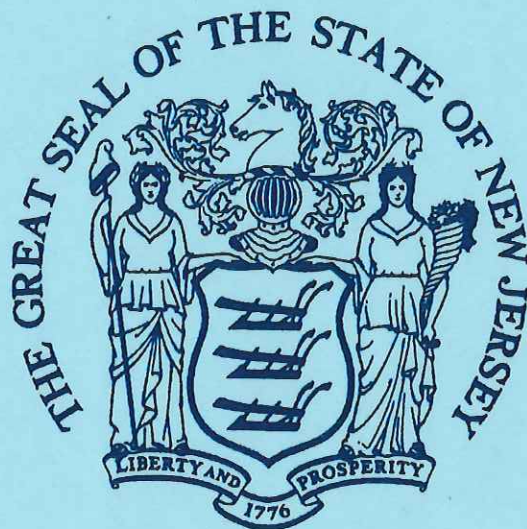
EFFECTIVE DATE:

08/29/77

Director, Division of Revenue

ORM-BRC(08-01)

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



NJDEP - Bureau of Coastal Engineering
1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753
Tel: (732) 255-0770 – Fax: (732) 255-0774