



## State of New Jersey

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE  
Governor

NATURAL & HISTORIC RESOURCES  
Engineering and Construction

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

501 East State Street  
P. O. Box 420  
Trenton, N. J. 08625-0420  
Tel. 609-292-9236 FAX 609-984-1908

#### 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  
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



## 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](mailto: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 31<sup>st</sup>, 2014 and can be remobilized on June 1<sup>st</sup>, 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 PENSYLVANICA, BAYBERRY, #3 CONTAINER  
PRUNUS SERRULATA, CHERRY, 1 ½-2" CALIPER, B&B  
ILEX OPACA, AMERICAN HOLLY, 6-7' HEIGHT, B&B



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 \_\_\_\_\_.

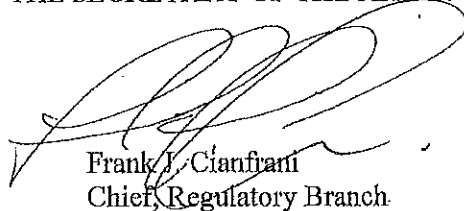
It is not necessary to submit an RFA form to the District Office if you do not object to the permit decision in this letter.

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

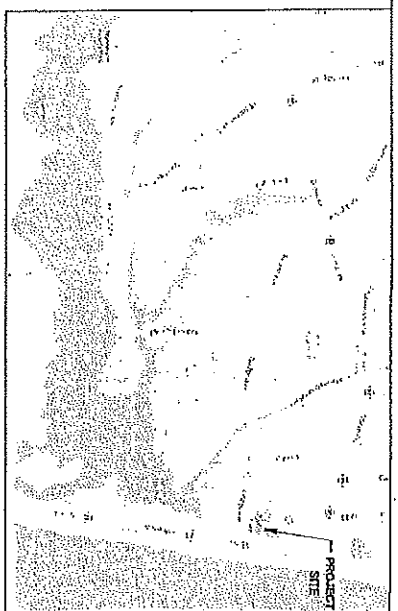
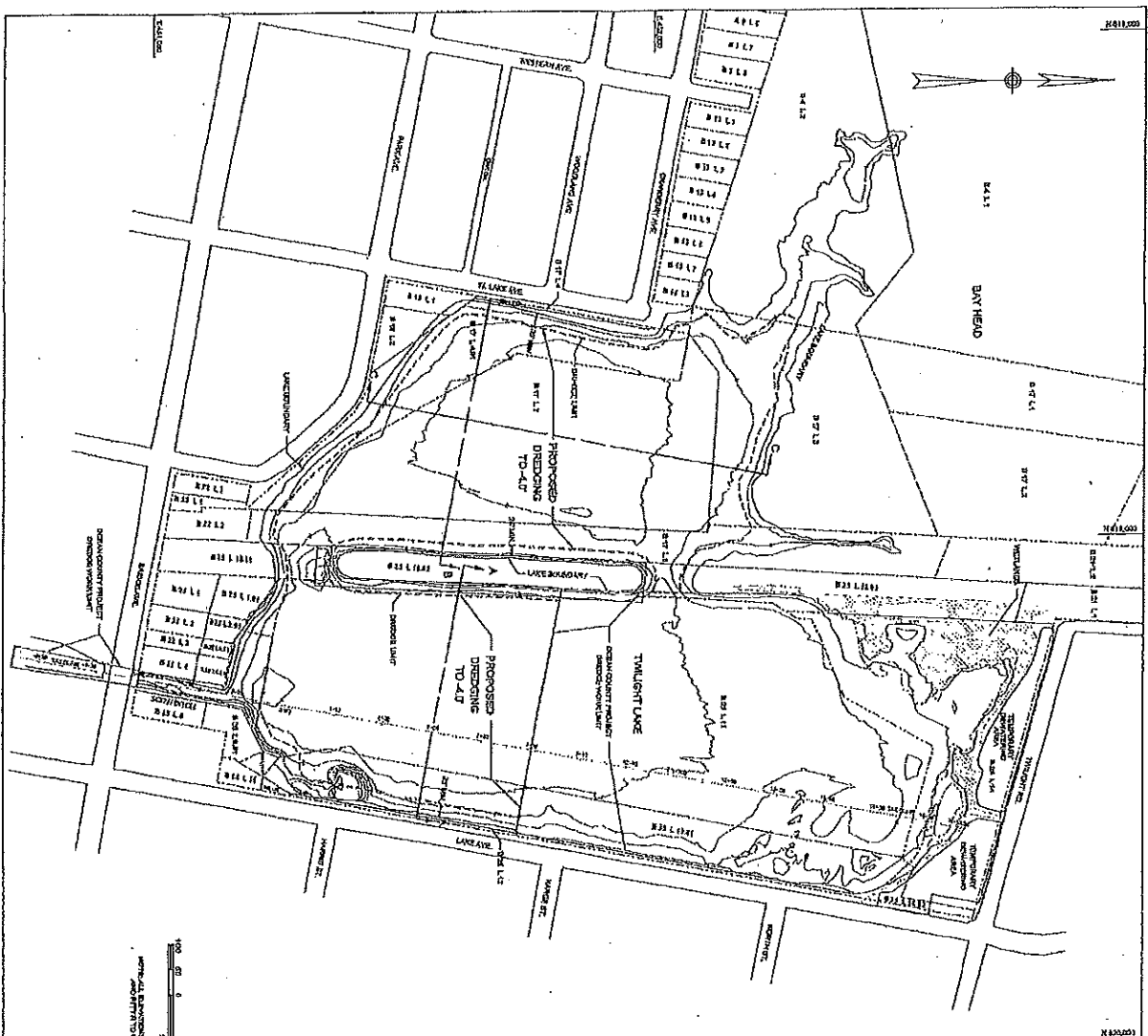
For: Michael Bliss, P.E.  
Lieutenant Colonel, Corps of Engineers  
District Commander

Enclosures

Copies Furnished:

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





ENCLOSURE 01

- NOTES:**
1. ENVIRONMENTAL IMPACT STATEMENT (EIS) IS REQUIRED BY THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) FOR ALL PROJECTS THAT MAY AFFECT THE ENVIRONMENT.
  2. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS).
  3. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS).
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  6. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS).
  7. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS).
  8. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS).
  9. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS).
  10. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS) AND THE NJDEP REGULATIONS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS).

| KEY | DATE   | DESCRIPTION      | BY                                     | APP'D |
|-----|--------|------------------|--|-------|
| 1   | 1/1/20 | PREPARED BY      | STATE OF NEW JERSEY                    |       |
| 2   | 1/1/20 | REVIEWED BY      | DEPARTMENT OF ENVIRONMENTAL PROTECTION |       |
| 3   | 1/1/20 | APPROVED BY      | BUREAU OF COASTAL ENGINEERING          |       |
| 4   | 1/1/20 | PROJECT NAME     | PROPOSED DREDGING                      |       |
| 5   | 1/1/20 | PROJECT LOCATION | BOROUGH OF BAY HEAD                    |       |
| 6   | 1/1/20 | PROJECT NUMBER   | COUNTY OF OCEAN                        |       |
| 7   | 1/1/20 | PROJECT SCALE    | SCALE: 1" = 400'                       |       |
| 8   | 1/1/20 | PROJECT SHEET    | SHEET 1 OF 2                           |       |
| 9   | 1/1/20 | PROJECT DATE     | DATE: 1/1/20                           |       |
| 10  | 1/1/20 | PROJECT DRAWING  | DRAWING NO. E-20-20                    |       |



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 (*Pseudopleuronectes 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:

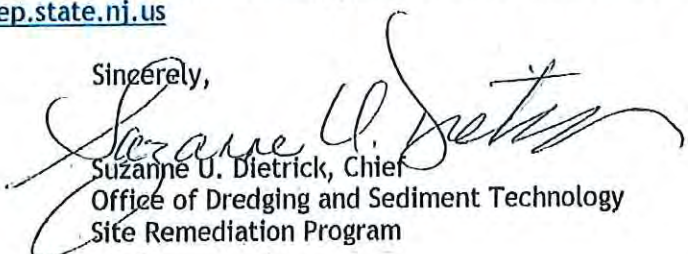
The Office of Dredging and Sediment Technology acting under the provisions of the Waterfront Development Act (N.J.S.A. 12:5-3) has determined to conditionally approve your application for a Waterfront Development Permit.

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](mailto: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



|   |  |  |
|---|--|--|
| 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.                           |  | Approval Date:<br><b>September 12, 2014</b>  |
|   |  | Expiration Date:<br><b>September 11, 2019</b>  |
| Permit Number(s):<br><br>1502-14-0004.1<br>(WFD140001)  | Type of Approval(s):<br><br>Waterfront Development Permit<br>Water Quality Certificate<br>Acceptable Use Determination | Enabling Statute(s)<br><br>NJSA 12:5-3<br>NJSA 58:10A-1                                      |
| Applicant:<br><br>NJDEP, Bureau of Coastal Engineering<br>1510 Hooper Avenue<br>Toms River, NJ 08753  |  | Site Location:<br><br>Twilight Lake<br>Borough of Bay Head, Ocean County<br>Block:25, Lot:14 |
| Description of Authorized Activities:<br><br>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 over dredge 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. |  |  |
| Prepared by:<br><br><i>Suzanne U. Detrick</i><br>Suzanne U. Detrick<br>Supervising Environmental Specialist   |  | Received and/or Recorded by<br>County Clerk  |
| Date: <u>9/12/14</u>  |  |  |
| 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.   |  |  |
| This permit is not valid unless authorizing signature appears on the last page.   |  |  |



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](http://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.

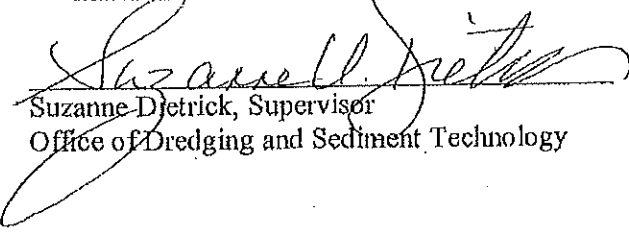
2. The temporary dewatering area shall be constructed on the upland portion of the property and shall be outside of any delineated tidal wetlands as depicted in the approved plans. This permit authorizes the temporary disturbance to delineated wetlands for the purpose of the locating the dredge pipe 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: \_\_\_\_\_

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 1<sup>st</sup> AND MAY 31<sup>st</sup> 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 1<sup>st</sup> AND MAY 31<sup>st</sup> 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 1<sup>st</sup> AND MAY 31<sup>st</sup> 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](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.

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**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

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Grants and Agreements Team  
1400 Independence Avenue, SW.  
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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.

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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.

**2171**

**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.



**2171**

**S5:00**

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**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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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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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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**(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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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**

**EACH PERSON**  
**\$250,000.00**

**EACH OCCURRENCE**  
**\$300,000.00**

**EACH OCCURRENCE**  
**\$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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**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 10**

**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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**S8:00**

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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.

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**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 1<sup>ST</sup> AND MAY 31<sup>ST</sup> OF ANY CALENDAR YEAR.**

**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 1<sup>st</sup> AND MAY 31<sup>st</sup> 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.



**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 1<sup>st</sup> AND MAY 31<sup>st</sup> 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.

**2171**

**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](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.

**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

**2171**

**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 leroeyed.
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 with-out 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