

**APPENDIX C
CONTRACT EXECUTION FORM**

CONTRACT NO. 13-085X

This Agreement made this 7th day of November, 2013, between the New Jersey Transit Corporation, hereinafter referred to as NJ TRANSIT, and Cashman Dredging & Marine Contracting Company, LLC, 549 South Street, Quincy, MA 02269 hereinafter referred to as the Contractor.

WITNESSETH:

Whereas, the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, hereby covenants and agrees to furnish and deliver all materials and to do and perform all work and labor required to complete the Port Imperial Intermodal Ferry Terminal, Dredging & Disposal Services by close of business on December 15, 2013, in strict and entire conformity with the specifications for the project, which said specifications are as follows and are hereby made a part of this Contract as fully and with the same effect as if the same had been set forth at length in the body of this Contract:

*Bidders Proposal
Performance / Payment Bond
Non-Collusion Affidavit
New Jersey Prevailing Wage Determination
Federal Prevailing Wage Determination
Prevailing Wage Affidavit
Ineligible Contractors Certificate
Affidavit of Compliance
Federal EEO Provisions for Construction Contracts
State EEO Provisions for Construction Contracts
Certification for Contracts, Grants, Loans and
Cooperative Agreements
Buy America Certificate
DBE Provisions
General Provisions
Special Provisions
Technical Provisions
Addendum: 3*

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work.

It is also agreed and understood that the acceptance by the Contractor of the final payment by NJ TRANSIT shall be considered as a release in full of all claims against the Executive Director and NJ TRANSIT out of, or by reason of, the work done and materials furnished under this Contract.

In consideration of the premises, NJ TRANSIT hereby agrees to pay to the Contractor for the said work when completed in accordance with the said specifications, the sum of **\$3,300,000**. It is understood that payments shall be the total of the unit prices written in this Contract for the work actually done.

In Witness Whereof, the Contracting Officer of NJ TRANSIT has signed this instrument and caused it to be attested, and the Contractor has caused this instrument to be signed by its Senior Vice President and attested by its Vice President the day and year first written.

ATTEST:

[Signature]

NEW JERSEY TRANSIT CORPORATION

By: [Signature]
Contracting Officer

ATTEST:

[Signature]
Name: LEWIS H. CANLEY
Title: VICE PRESIDENT

CASHMAN DREDGING & MARINE
CONTRACTING COMPANY, LLC

By: [Signature]
Name: Frank J. Belesimo
Title: Senior Vice President

The above Contract has been reviewed and approved as to form only.

JOHN JAY HOFFMAN
ACTING ATTORNEY GENERAL OF NEW
JERSEY

By: [Signature]
Deputy Attorney General

11/6/13

NEW JERSEY TRANSIT CORPORATION
 BIDDERS PROPOSAL FOR CONSTRUCTION OF
 PORT IMPERIAL INTERMODAL FERRY TERMINAL - DREDGING; DISPOSAL SERVICES
 Weehawken, NJ
 IFB NO. 13-085X

Date: 09-03-13

New Jersey Transit Corporation
 One Penn Plaza East
 Newark, New Jersey 07105

The undersigned hereby declare that I/we Dale Pyatt (NAME)

 Manager (TITLE)

 of Cashman Dredging and Marine Contracting Co., LLC (FIRM NAME)

having carefully examined the Notice to Bidders, Forms of Proposal, General Provisions, Special Provisions, Technical Provisions, Drawings and DBE Provisions, as listed in this Contract, and being familiar with local conditions affecting the cost of work, hereby will contract to do all work, complete, in place, according to the General Provisions, Special Provisions, Technical Provisions, Drawings, DBE Provisions and any Addenda to said Documents, and all other work in connection and incidental thereto for the amounts delineated in the attached EBS File in the Folder designated "Schedule of Items":

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
Section 1 General Requirements					
0010	C01-000-001.0 PERFORMANCE AND PAYMENT BONDS (GP6.6)	LS		LUMP SUM	27,000.00
0020	C01-001-002.0 MOBILIZATION (GP5.1)	LS		LUMP SUM	900,000.00
0030	C01-002-002.0 SUPPLEMENTAL CONSTRUCTION COSTS (GP3.6)	ALW		LUMP SUM	300,000.00
	Section 1 Total				1,227,000.00
Section 2 Site Work					

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ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
0040	C02-002-005.1 DREDGE AREA 1 - DREDGING/DISPOSAL (02483)	CY	24,000.000	75.00	1,800,000.00
0050	C02-002-004.0 DREDGE AREA 1 - PILE/DEBRIS REMOVAL/DISPOSAL (02483)	TON	100.000	1,400.00	140,000.00
0060	C02-003-003.0 DREDGE AREA 1 - BULK DEBRIS REMOVAL/DISPOSAL (02483)	TON	100.000	205.00	20,500.00
0070	C02-004-004.0 DREDGE AREA 1 - SURVEYS (02483)	LS		LUMP SUM	22,500.00
0080	C02-003-003.5 DREDGE AREA 1 - TURBIDITY CURTAIN (02484)	LS		LUMP SUM	90,000.00
	Section 2 Total				2,073,000.00
	Bid Total				3,300,000.00

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The Bidder hereby certifies to the best of his/her knowledge and belief and under penalty of perjury under the Laws of the United States and the State of New Jersey:

1. NON-COLLUSION

That the Proposal was executed with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

The Bidder further warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Bidder.

2. PREVAILING WAGE

Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Workforce Development, Trenton, New Jersey 08625.

Bidder further acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid wage determination for all construction types required in the project for the geographical location of the project as issued by the Secretary of the U.S. Department of Labor, Washington, DC 20210

Should wage rates determined and issued by the U.S. Department of Labor conflict with those determined and issued by the State of New Jersey Department of Labor, the greater of the two rates shall apply.

3. INELIGIBLE CONTRACTORS

Bidder hereby certifies that it is not listed on the "Report of Suspensions, Debarments and Disqualifications of Firms and Individuals" published by the State of New Jersey Department of the Treasury in accordance with New Jersey Executive Order No. 34.

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4. BUY AMERICA CERTIFICATION

(X) CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

Bidder hereby certifies that it will comply with all requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations promulgated at 49 CFR Part 661.

() CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a)

Bidder hereby certifies that it cannot comply with all requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but may qualify for an exception to the requirements pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

BIDDERS PLEASE NOTE: This contract is funded in whole or in part by the United States Government through the Federal Transportation Administration (FTA) and is subject to Federal regulations and FTA requirements. For bid submissions over \$100,000 a signed "Buy America" certificate must be included with the bid submission or the bid will be deemed "non-responsive" and therefore rejected. Note that Buy America certificates cannot be changed after the bid opening date except in very specific instances in which a clerical error has been identified as described in current Buy America regulations. Questions regarding Buy America compliance requirements should be submitted in writing to the appropriate NJ TRANSIT Contract Specialist prior to the bid opening.

5. CODE OF ETHICS

- a. Bidder warrants and affirms it has obtained and reviewed a copy of NJ TRANSIT's Code of Vendor Ethics and that Bidder has read and studied this document and distributed this document to all of Bidder's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, Bidder further warrants and affirms that Bidder has obtained and reviewed NJ TRANSIT'S document entitled "Important Notice to All Contractors and Consultants" and that Bidder has read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Bidder has distributed this document to all of Bidder's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.
- b. Bidder warrants and affirms that it has issued written instructions to all of Bidder's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".

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- c. Bidder warrants and affirms that during the bidding or proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than de minimis valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.
- d. Bidder warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT, Bidder has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract, or solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's Ethics Liaison Officer.
- e. Bidder warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Bidder's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT who has solicited or asked Bidder to provide gifts, gratuities, benefits, inducements, meals (other than de minimis valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Bidder.
- f. Bidder acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ TRANSIT shall have the discretion and legal right to disqualify Bidder from bidding or proposing for a contract between the Bidder and NJ TRANSIT.

6. AFFIRMATIVE ACTION

Bidder certifies that an Affirmative Action Program of Equal Opportunity has been adopted by the Bidder to ensure that applicants are employed, employees are treated, and the selection and utilization of contractors, subcontractors, consultants, material suppliers and equipment lessors shall be done in accordance with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented, and the rules and regulations promulgated pursuant thereto. Bidder further certifies that it will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations and relevant orders of the Secretary of Labor. Said Affirmative Action Program shall address both the internal recruitment, employment and utilization of minorities and women and the external recruitment policy regarding minority and women contractors, subcontractors, consultants, material suppliers and equipment lessors.

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7. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Bidder certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) At the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in accordance with (1) or (2) above, Bidder shall file an updated certification or declaration, as appropriate, in accordance with 31 USC 1352.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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8. BIDDER'S CERTIFICATION

I hereby certify that I have full authority to execute this Proposal on behalf of the named Bidder. In executing this Proposal, I hereby declare that Bidder has carefully examined the Notice to Bidders, Forms of Proposal, General Provisions, Special Provisions, Technical Provisions, Drawings and all other Contract Documents required for the construction of the named Project.

By submitting this bid, the Bidder certifies and represents that its bid certifications as to Business Registration, Public Works Contractor Registration (PWCR), and Bid Bond have been digitally signed by an authorized representative of the Bidder.

The undersigned is a Corporation under the laws of the State of

Massachusetts.

Company Name: Cashman Dredging and Marine Contracting Co., LLC
Address (Line1): 549 South St.
(Line2):
(Line3): Quincy, MA 02169
Telephone Number: 617-890-0600
Fax Number: 617-890-0606
FEIN Number: 83-0359623

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ADDENDA ACKNOWLEDGMENT

Bidder acknowledges and affirms that he/she has obtained, reviewed and applied all addenda issued during the bidding period. Yes

The undersigned acknowledges receipt of 3 addenda:

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CONTRACTOR: BIDX24391 - Cashman Dredging and Marine Contracting Co., LLC

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OWNERSHIP DISCLOSURE FORM

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IFB/Contract Number : 13-085X
Bid Opening Date : 09-03-13
BIDDER : Cashman Dredging and Marine Contracting Co., LL

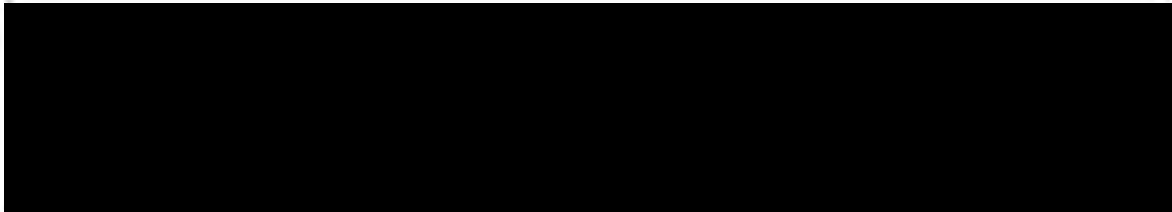
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INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above.

If additional space is needed, Bidder shall submit a complete list of names, home addresses, dates of birth, offices held and any ownership interest of all officers for the firm on an Ownership Disclosure Form provided by NJ TRANSIT, in care of the Contract Specialist, within seven (7) business days of bid submission.

OWNERSHIP INTEREST
(% of Partnership
or Shares Owned)

NAME AND ADDRESS DATE OF BIRTH OFFICE HELD



=====

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

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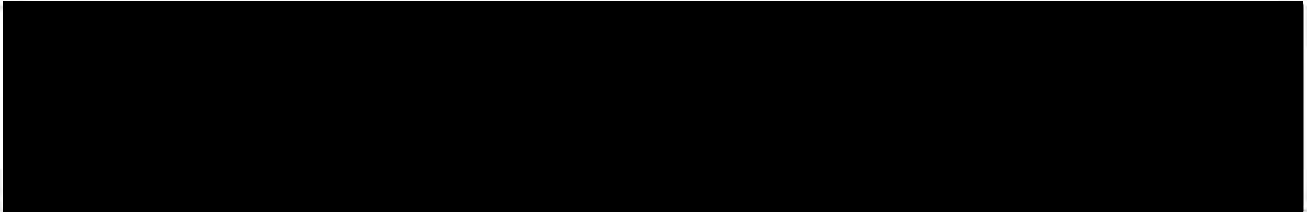
IFB NO. 13-085X

Date: 09-03-13

CONTRACTOR: BIDX24391 - Cashman Dredging and Marine Contracting Co., LLC

OWNERSHIP INTEREST
 (% of Partnership
 or Shares Owned)

NAME AND ADDRESS DATE OF BIRTH OFFICE HELD



 COMPLETE ALL QUESTIONS BELOW

1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and submit a separate disclosure form reflecting previous ownership interests to NJ TRANSIT, in care of the contract specialist, within seven (7) business days of bid submission.) No

2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? (If yes, complete and submit a detailed explanation for each instance to NJ TRANSIT, in care of the contract specialist, within seven (7) business days of bid submission.) No

3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, complete and submit a detailed explanation for each instance to NJ TRANSIT, in care of the contract specialist, within seven (7) business days of bid submission.) No

4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, complete and submit a detailed explanation for each instance to NJ TRANSIT, in care of the contract specialist, within seven (7) business days of bid submission.) No

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5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, complete and submit a detailed explanation for each instance to NJ TRANSIT, in care of the contract specialist, within seven (7) business days of bid submission.)
- No -----

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

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I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: Cashman Dredging and Marine Contracting Co., LLC

ADDRESS: 549 South St. Dale Pyatt (Name)
Quincy ,MA 02169 Manager (Title)

FEIN/SSN#: [REDACTED] Date: 09/03/13

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

PART 1: CERTIFICATION

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE SELECT THE APPROPRIATE OPTION: A.

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

OR

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

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

If additional space is needed, Bidder shall submit a complete list of all activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on a Disclosure of Investment Activities in Iran form provided by NJ TRANSIT, in care of the Contract Specialist, within seven (7) business days of bid submission.

ACTIVITY 1:

Name:
Relationship to Bidder/Offeror:
Description of Activities:

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

ACTIVITY 2:

Name:
Relationship to Bidder/Offeror:
Description of Activities:

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

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ACTIVITY 3:

Name:
Relationship to Bidder/Offeror:
Description of Activities:

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

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

Full Name: Dale Pyatt
Title: Manager
Date: 09/03/13

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Business Registration
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Pursuant to N.J.S.A. 52:32-44 (P.L. 2004, c.57), valid Business Registration Certificate is REQUIRED at the time of bid. Please visit <http://www.state.nj.us/treasury/revenue/gettingregistered.htm> if you do not have a business registration.

Visit https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp to verify the validity of your existing business registration.

I have obtained a "Business Registration Certificate". Yes

My Taxpayer ID (FEIN) Number is [REDACTED]

and my Business Registration Certificate No. is [REDACTED]

Public Works Contractor Registration
=====

Pursuant to The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 (PL. 1999, c.238), as amended, Bidders must be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance at the time of bid. Please visit http://lwd.dol.state.nj.us/labor/forms_pdfs/lsse/lsse-2.pdf if you do not have a "Public Works Contractor Registration".

Visit <http://lwd.state.nj.us/lsseapp/LSSERedirect.html?newPage=forms/RegisteredContractors> to verify the validity of you existing "Public Works Contractor Registration".

I have obtained a "Public Works Contractor Registration". Yes

My Public Works Contractor Registration Certificate Number
is 694661

NEW JERSEY TRANSIT CORPORATION
BIDDERS PROPOSAL FOR CONSTRUCTION OF
PORT IMPERIAL INTERMODAL FERRY TERMINAL - DREDGING; DISPOSAL SERVICES
Weehawken, NJ

IFB NO. 13-085X

Date: 09-03-13

CONTRACTOR: BIDX24391 - Cashman Dredging and Marine Contracting Co., LLC

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Cashman Dredging and Marine Contracting Co., LLC

as PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation organized and existing under the laws of the State of Connecticut and duly authorized to do business in the State of New Jersey, as SURETY, are held and firmly bound unto the New Jersey Transit Corporation in the penal sum of ten percent (10%) of the amount bid for the project(s) listed below, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed, and dated this 3rd day of September two thousand and 13 .

The condition of the above obligation is such that whereas the principal is herewith submitting a proposal for:

PORT IMPERIAL INTERMODAL FERRY TERMINAL - DREDGING; DISPOSAL SERVICES
Weehawken, NJ
13-085X

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract and give bond for the faithful performance thereof within seven (7) state business days after being notified in writing of the award of such contract to principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

BID BOND DETAILS
=====

Bond Company = surety2000

Bond ID = SNJ13701745



HOW TO CONTACT ACCOUNTS PAYABLE
 VOICE: 973-491-8399 FAX: 973-491-4621
 E-MAIL: APHELP@NJTRANSIT.COM

PURCHASE ORDER INSTRUCTIONS

- ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP.
- REFERENCE PURCHASE ORDER NUMBER AND NJT CATALOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.
- VENDOR MUST SUPPLY ORIGINAL INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:
 NJ TRANSIT ACCOUNTS PAYABLE
 P.O. BOX 5519
 NEWARK, NJ 07105-5519
- VENDOR MUST ALSO SUPPLY COPY OF INVOICE TO CONSIGNEE.
- VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

PURCHASE ORDER & RELEASE NO. REV NO. L-79652 0
 VENDOR NO. ISSUE DATE
 DATE CHANGED 11/04/13 PAGE NO. 1
 PURCHASING FAX: 973-491-7547

VENDOR: CASHMAN DREDGING AND MARINE CONTRACTING COMPANY, LLC
 549 SOUTH STREET
 QUINCY, MA 02169

SHIP TO: NJ TRANSIT HEADQUARTERS
 *DELIVER 9-11 AM DR 2-4 PM DNL
 ONE PENN PLAZA EAST
 NEWARK, NJ 07105

BUYER: Hope DuBois 973-491-7516 CPRCHZD@NJTRANSIT.COM

NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9A(1), OF NJSA 54:32B-1 ET SEQ.
 FEDERAL T.I.N.: 22-228-1352
 TAX EXEMPT #'S 21-60000928 (NJ) 22-75-0050K (FEDERAL)

TERMS NET 30 D	FREIGHT TERMS	SHIP VIA BEST WAY	BUYER NO 070
DESTINATION		AMOUNT	

LINE ITEM	QUANTITY	UNIT OF MEASURE	NJT CATALOG NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	3,300,000.00	EA	80	CONTRACT/BID NO: 13-085X CONTRACT NO. 13-085X; PORT IMPERIAL INTERMDAL FERRY TERMINAL, DREDGING AND DISPOSAL SERVICES ***** REFER TO CONTRACT NO. 13-085X FOR COMPLETE TERMS AND CONDITIONS OF THIS AGREEMENT ***** NJ TRANSIT PROJECT MANAGER: NICHOLAS VALENTE 973-491-7211 CASHMAN DREDGING PROJECT MANAGER: COY MCCUISTION 617-634-9004 ***** E-REQ. 080756 MR#ER08 0756 PRDM DATE: 11/05/13 GL#8842 99950305 NXZ4000	1.0000	3,300,000.0000



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 VOICE: 973-491-8399 FAX: 973-491-4621
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- VENDOR MUST SUPPLY ORIGINAL INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:
 NJ TRANSIT ACCOUNTS PAYABLE
 P.O. BOX 5519
 NEWARK, NJ 07105-5519
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- VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

VENDOR: CASHMAN DREDGING AND MARINE CONTRACTING COMPANY, LLC
 549 SOUTH STREET
 QUINCY, MA 02169

SHIP TO: NJ TRANSIT HEADQUARTERS
 *DELIVER 9-11 AM OR 2-4 PM ONL
 ONE PENN PLAZA EAST
 NEWARK, NJ 07105

BUYER: Hope DuBois 973-491-7516 CPRCHZD@NJTRANSIT.COM

NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9A(4)(1), OF NJSA 54:32B-1 ET SEQ.
 FEDERAL I.T.N.: 22-228-1352
 TAX EXEMPT # 'S 21-60000928 (NJ)
 22-75-0050K (FEDERAL)

PURCHASE ORDER & RELEASE NO: L-79652
 REV NC: 0
 VENDOR NO: [REDACTED]
 ISSUE DATE: 11/04/13
 DATE CHANGED: [REDACTED]
 PAGE NO: 2
PURCHASING FAX: 973-491-7547

LINE ITEM	QUANTITY	UNIT OF MEASURE	NJT CATALOG NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
NET 30 D				SHIP VIA BEST WAY		
				CONTRACT NO. 13-085X		
				PERFORM PORT IMPERIAL INTERMODAL FERRY TERMINAL, DREDGING & DISPOSAL SERVICES PER SPECIFICATIONS FOR CONTRACT NO. 13-085X		
				***** TOTAL VALUE NOT TO EXCEED \$3,300,000		
				** TOTAL:		\$3,300,000.00

WHEN BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACE THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

AUTHORIZED NJ TRANSIT SIGNATURE/DATE
[Signature]

PROCUREMENT DEPT. COPY

**ITEM 1309-40: SUPERSTORM SANDY DISASTER RECOVERY PROGRAM:
PORT IMPERIAL INTERMODAL FERRY TERMINAL –
CONTRACT AWARD FOR DREDGING**

BENEFITS

With US Federal Highway Administration (FHWA), State and private funding, NJ TRANSIT constructed the Port Imperial Intermodal Ferry Terminal, in Weehawken, Hudson County, New Jersey in 2004. Together with the adjacent Hudson-Bergen Light Rail station and local feeder bus services, the ferry service forms an important intermodal transit hub for trans-Hudson River travelers. Since its opening, the Ferry Terminal and associated transportation services have contributed to significant ancillary transit-oriented development in the immediate area and adjacent towns. The ferry also provides critical trans-Hudson transportation relief capacity to augment trans-Hudson rail, bus and automobile services, and has figured prominently in emergency evacuations from Manhattan and from a downed passenger plane several years ago.

Dredging at the Ferry Terminal will permit continued ferry service from this location and avoid damage to ferry engines from silt infiltration.

ACTION (Scorecard: Customer Experience, Corporate Accountability, Financial Performance)

Staff seeks authorization to enter into NJ TRANSIT Contract No. 13-085X with the lowest responsive responsible bidder for the dredging and disposal of sediment in the ferry channel and commuter docking area in an amount not to exceed the budgeted amount, plus five percent for contingencies, subject to the availability of funds.

PURPOSE

Authorization of this contract will allow for the dredging and disposal of material at the Port Imperial Intermodal Ferry Terminal, including related water containment, decanting, sediment transportation and conditioning, and treatment and disposal of the dredged material.

BACKGROUND

Superstorm Sandy adversely affected the ferry channel and docking slips where there were failures of the channel side slopes, mud waves, shoals and a consequent lessening of the water depth necessary to allow ferry operation without risk of river mud impacts to engines and propellers. Investigations and bathymetric surveys have documented the extent of the impacts and the channel dredging and re-profiling necessary to restore the required 10- to 11-foot draft depth below mean low water that is necessary to safely accommodate ferry operations.

Scope of Work - Dredging

This work, shown as Area 1 on Exhibit A, comprises dredging of the original ferry channel and docking slips around the two loading dock areas east of the Ferry Terminal to restore the waterway areas to the original 2004 condition. The size of the area is approximately 400 feet by 1000 feet.

The initial US Army Corps of Engineers (USACOE) Section 404 permit granted in 2004 in support of the original construction remains in effect and allows the dredging in Area 1 to be accomplished if it can be completed by the end of 2013. Supplementing this federal permit, NJ TRANSIT has submitted a New Jersey Department of Environmental Protection (NJDEP) Waterfront Development Permit application for the Area 1 dredging work; this permit also covers disposal of the dredge spoils.

The dredging requirement of the original ferry channel and docking slips created as a result of Superstorm Sandy is an NJ TRANSIT obligation under the terms of the Ferry Terminal Project Agreement.

Funding

The anticipated source of funds to be used in this procurement of the Superstorm Sandy work for dredging is the Federal Transit Administration and Transportation Trust Fund dollars.

On February 4, 2013, the U.S. Department of Transportation (USDOT) announced the availability of \$2 billion through the FTA's new Emergency Relief Program to help protect, repair, reconstruct, and replace public transit equipment and facilities that were badly damaged by Superstorm Sandy. The funds are the first installment of up to \$10.9 billion appropriated to the FTA through the Disaster Relief Appropriations Act of 2013, which President Obama signed into law on January 29. FTA's new Emergency Relief Program was established under the two-year surface transportation law, *Moving Ahead for Progress in the 21st Century* (MAP-21). The funds will be awarded through the program on a rolling basis, in the form of grants to states, local governments, transit agencies and other organizations that own or operate transit systems damaged by the storm.

Following the storm, the USDOT developed a rapid-response strategy to assist transit providers in the near-term, while laying the foundation for the responsible administration of federal-aid transit funds available now. Notably, FEMA and FTA have conducted continuing damage assessments and cost-validation work for both operating and capital costs associated with restoring and rebuilding transit in the impacted areas. These early joint efforts support FTA's ability to compensate the affected transit agencies promptly while ensuring that taxpayer dollars are being spent responsibly.

On May 23, 2013, FTA announced a **Second Allocation of Public Transportation Emergency Relief Funds in Response to Hurricane Sandy: Response, Recovery & Resiliency** providing an additional \$3.7 billion under the Public Transportation Emergency Relief Program, bringing the total amount of Hurricane Sandy Emergency

Relief funds allocated to-date to \$5.7 billion. Within the \$3.7 billion, FTA is allocating \$2.4 billion for additional recovery and rebuilding projects and \$1.3 billion for project elements or freestanding projects that increase the resiliency of the affected transit systems to future disasters. In the *Federal Register* notice, published on May 29, 2013, FTA recommends that recipients should consider identifying and prioritizing resiliency projects using the following considerations:

1. the identification of and assessment of the reasonable likelihood of a potential hazard or disaster;
2. the vulnerability of a particular system or asset to a particular hazard or disaster, and the criticality of that asset to the overall performance of the transit system;
3. the potential extent of damage to the asset or system from the identified hazard(s);
4. the total cost of implementing the proposed hazard mitigation or resiliency improvement; and
5. the anticipated reduction in damage or other negative impacts that will result from the proposed project.

Resiliency funding is intended primarily for local priority improvements that can be implemented in tandem with restoration and recovery projects; as well as lower cost stand-alone projects that can be implemented relatively quickly.

Procurement

The E-Bid Invitation for Bid was advertised on BID EXPRESS, NJ TRANSIT's electronic bid system, as well as in *The Star-Ledger* and *The Trenton Times* on July 23, 2013. A Pre-Bid Conference was held on July 30, 2013 at NJ TRANSIT Headquarters; a site visit to the Port Imperial Intermodal Ferry Terminal followed the Pre-Bid Conference. Bids were received electronically and opened on September 3, 2013 at 2:00 p.m.

The Office of Business Development has assigned a Race Neutral goal for this contract. Office of State Comptroller approval was received on July 16, 2013.

Schedule

Regulations that protect migratory and spawning fish in the Hudson River require that all dredging work be completed between June 1 and December 31, and that no in-water work occur between January 1 and May 31, which defines the fish spawning and migration season. Therefore, any dredging that cannot be completed by December 31, 2013 must be suspended until it can be resumed on June 1, 2014. To minimize disruptions to ferry service and avoid the need for remobilization, the dredging work that is operationally critical must be completed in 2013.

This item has been reviewed and recommended by the Board Capital Planning, Policy and Privatization Committee.

FISCAL IMPACTS

Requested Amount: Budgeted Amount + 5% contingency

Total Project Cost: \$ 5,906,000

Projected Date of Completion: March 2014

Anticipated Source of Funds: Federal Transit Administration
Transportation Trust Fund

DBE/SBE Goal: Race Neutral

***NJ Build* Amount:** None

Future Related Authorizations: New York Waterway Lease

**Impacts on Subsequent
Operating Budgets:** None

RESOLUTION

WHEREAS, NJ TRANSIT is the owner of the Port Imperial Intermodal Ferry Terminal and the surrounding properties within the Hudson River in Weehawken; and

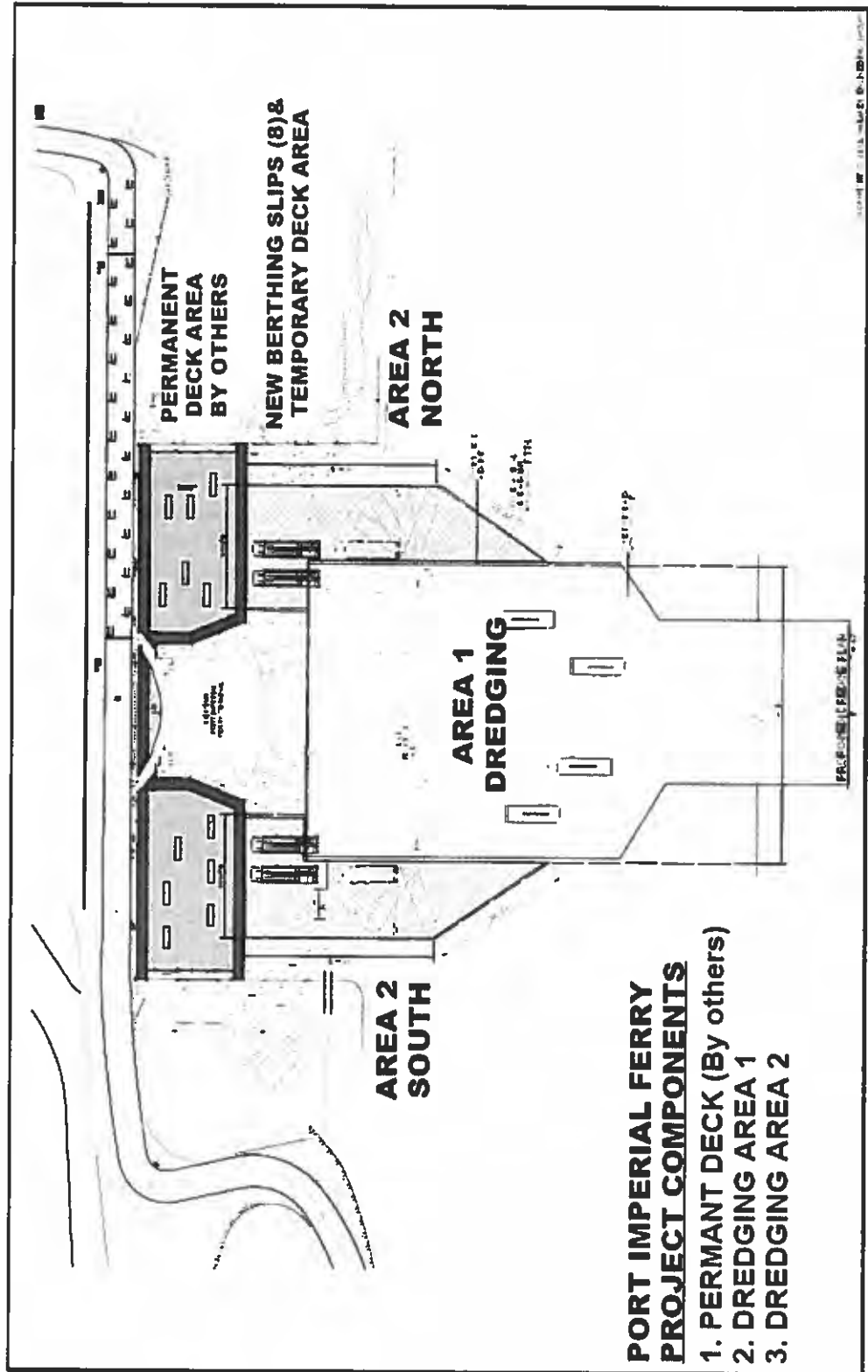
WHEREAS, NJ TRANSIT has an operating agreement with the operators of the New York Waterway Ferry and a lease agreement to maintain the ferry channel and docking areas to support safe commuter operations; and

WHEREAS, there is a need to restore the ferry channel and docking at the terminal and to support efficient ferry operations; and

WHEREAS, the Weehawken intermodal ferry and light rail complex is a significant element in the regional public transportation network and limited roadway capacity throughout the region requires the ferry service to maintain and enhance mobility for the region's residents, workers, and visitors;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman or Executive Director is authorized to enter into NJ TRANSIT Contract No. 13-085X with the lowest responsive responsible bidder for the dredging and disposal of sediment in the ferry channel and commuter docking area in an amount not to exceed the budgeted amount, plus five percent for contingencies, subject to the availability of funds.

EXHIBIT A



STATE OF NEW JERSEY
EEO PROVISIONS FOR CONSTRUCTION CONTRACTS

I. BID REQUIREMENTS

This contract is subject to the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127), and in accordance with the rules and regulations promulgated pursuant thereto, the bidder agrees to comply with the following:

At the time the signed contract is returned to NJ TRANSIT, the said bidder (contractor) shall submit to NJ TRANSIT and the New Jersey Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance an Initial Project Workforce Report (Form AA-201) consisting of forms provided by NJ TRANSIT and completed by the bidder (contractor) in accordance with Subchapter 7 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127.

II. EXECUTIVE ORDER 151 MANDATORY EEO AND AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>.
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
3. The Contractor shall actively solicit and shall provide the New Jersey Transit Corporation with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.
4. The Contractor shall provide evidence of efforts described at 2 above to the New Jersey Transit Corporation no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

III. SUBCONTRACTS; EQUAL EMPLOYMENT GOALS

The contractor agrees to incorporate these State of New Jersey EEO Provisions for Construction Contracts in its construction subcontracts.

The New Jersey Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance (hereinafter "Division") shall individually establish the targeted minority and women employment goals for determining good faith equal employment opportunity efforts by each construction

contractor and subcontractor for each trade on each contract. The Division shall review the trades to be utilized during the completion of the work as reported on the Initial Project Workforce Report and determine the targeted employment goals based upon the number of qualified minorities and women available as reported by the New Jersey Department of Labor, Division of Planning and Research in its report, EEO Tabulations—Detailed Occupations by Race/Hispanic Groups.

In accordance with N.J.A.C. 17:27, Contractors and subcontractors are required to make a good faith effort to provide equal employment opportunity for minorities and women. Failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in sanctions including fines/penalties, withholding of payment, termination of the contract, suspension/debarment or such other action as provided by law.

The contractor shall obtain the targeted employment goals from the Division's website at www.state.nj.us/treasury/contract_compliance or request the employment goals from the Division of Public Contracts Equal Employment Opportunity Compliance after submitting the initial project workforce report to the Division of Public Contracts Equal Employment Opportunity Compliance.

The contractor shall then be responsible for the completion and submittal of a Monthly Project Workforce Report (Form AA-202) for the duration of this contract.

(NOTE: FOR THE PURPOSE OF THIS CONTRACT THE "PUBLIC AGENCY COMPLIANCE OFFICER" REFERENCED BELOW IS NJ TRANSIT'S VICE PRESIDENT OF DIVERSITY PROGRAMS AND THE "PUBLIC AGENCY" IS NJ TRANSIT.)

IV. MANDATORY CONTRACT LANGUAGE

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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 the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time, and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

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

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

(3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the 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 failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor 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.

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

MANDATORY FORM FOR BIDDER/PROPOSER/PRIME: COMPLETE ENTIRE FLY

First Tier DBE UTILIZATION - FORM A

Project Name: Port Imperial Intermodal Ferry Terminal Dredging & Disposal Services NJT Contract No: 13-085X
 Assigned DBE Goal %: 0 NJT Procurement Specialist: Hope DuBois Contract Value (\$): 3,300,000.00

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Subconsultant Work (\$)	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
			%
	TOTALS	\$ 0.00	0 %

*For DBE suppliers, show original subcontract value multiplied by 60% \$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is NOT PERMISSIBLE for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving WRITTEN APPROVAL from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: Cashman Dredging & Marine Contracting Co. LLC Authorized Signature: *Frank J. Belesimo*
 Company Address: 549 South St. Quincy, MA 02169 Print Name: Frank J. Belesimo
 Title: Sr. Vice President
 Federal Tax ID #: [REDACTED] Prime Contractor's DBE Liaison Officer: Joe Clougherty
 Company Tel #: 617-890-0600 Date Signed: 9/5/2013

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

JT Contract No: 13-085X Project Title: Port Imperial Intermodal Ferry Terminal Dredging & Disposal
 Prime Contractor: Cashman Dredging & Marine Contracting Co. LLC Telephone #: 617-890-0600
 Date: 9/5/2013

Complete the information below for Bidder/Proposer/Prime(s) working on the project. Use Page 2 for all subcontractors/subconsultants participating on or solicited for this project.

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name	Cashman Dredging & Marine Contracting Co. LLC		
Address	549 South St		
City	Quincy, MA		
Zip	02169		
County	Norfolk County		
Phone	617-890-0600		
Fax	617-890-0606		
E-mail	fbesimo@jaycashman.com		
Owner	Jay Cashman		
Date Established	1994		
Date Certified	N/A		
Ethnicity	N/A		
Gender	N/A		
Certification Status: DBE or Non-DBE	None		
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies	E		
Primary NAICS Code:	237990		

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

JT Contract No: 13-085X Project Title: Port Imperial Intermodal Ferry Terminal Dredging & Disposal Services
 Prime Contractor: Cashman Dredging & Marine Contracting Co. LLC Telephone #: 617-890-0600
 Date: 9/5/2013

Complete the information below for "all" subcontractors/subconsultants solicited for or participating on this project.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name	Impact Environmental		
Address	1000 Page Ave		
City	Lyndhurst, NJ		
Zip	07071		
County	Bergen County		
Phone	201-268-5658		
Fax	631-269-1599		
E-mail	dbirkmire@impactenvironmental.com		
Owner	Richard Parrish, James Allen, Julie Lavan		
Date Established	1989		
Date Certified	N/A		
Ethnicity	N/A		
Gender	N/A		
Certification Status: DBE or Non-DBE	N/A		
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies	E		
Primary NAICS Code:			

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: 13-085X Date: 9/5/2013 Prime Contract Value: 3,300,000.00

Bidder/Proposer Prime Name: Cashman Dredging & Marine Contracting Co. LLC Project Title: Port Imperial Intermodal Ferry Terminal Dredging & Disposal Services

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$)	Percentage of Subcontract or Work (%)
Impact Environmental 1000 Page Ave Lyndhurst, NJ 07071 201-268-5686		Impact Environmental will perform all trucking and disposal work on this project.	\$ 720,000	100%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$ 720,000	100%

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

<u>Cashman Dredging & Marine Contracting Co. LLC</u>	<u>N/A</u>
Name of Bidder/Proposer/Prime:	Name of DBE Firm:
Imperial Intermodal Ferry Terminal Dredging & Disposal	
Project/Contract Name: _____	IFB/RFP Contract Number: <u>13-085X</u>

Not Applicable

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)?	Circle one. (Yes or No)
<i>If yes, DBE Sub-Primes must complete and submit Form AA.</i>	At what percent? _____%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?	Circle one. (Yes or No)
<i>If yes, must complete and submit Form AA2.</i>	At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: (Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

Signature of 1 st Tier DBE	Date	Title
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Print Name	Telephone #:
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Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.