

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

JAMES S. SIMPSON
Board Chairman

JAMES WEINSTEIN
Executive Director

One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000
njtransit.com



August 26, 2013

ADDENDUM NO. 3

To Whom It May Concern:

**Re: NJ TRANSIT Invitation for Bid (IFB) No. 13-085X
Port Imperial Intermodal Ferry Terminal – Dredging & Disposal Services**

The following changes have been made to NJ TRANSIT's IFB No. 13-085X and constitutes Addendum No. 3:

I. GENERAL PROJECT INFORMATION

1. Bid Opening

The date for which bids are due has been changed to **Tuesday, September 3, 2013.**

Bids for the above project will be downloaded from the Bid Express website on **Tuesday, September 3, 2013 at 2:00:00 P.M.** and publicly opened and read immediately thereafter at NJ TRANSIT's offices located at One Penn Plaza East, 6th Floor Bid Room, Newark, NJ 07105. The Bidder must upload its bid prior to the hour named so that it is included in the project download. Late bids cannot be accepted. This is the only way to submit a bid for this project; paper bids will not be accepted.

Addendum No. 3 Acknowledgement:

In accordance with NJ TRANSIT's Instructions to Bidders Article B.3, an authorized representative of your organization shall electronically acknowledge receipt of this Addendum on the Bid Form in the space provided with its bid. Failure to acknowledge receipt of all Addenda may cause the rejection of the Bid as non-responsive.

Sincerely,

Hope DuBois
Senior Contracts Specialist
Contracts Unit / Division of Procurement
E-Mail: hdubois@njtransit.com
Fax No: 201-649-0057

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August 12, 2013

ADDENDUM NO. 2

To Whom It May Concern:

**Re: NJ TRANSIT Invitation for Bid (IFB) No. 13-085X
Port Imperial Intermodal Ferry Terminal – Dredging & Disposal Services**

The following changes have been made to NJ TRANSIT's IFB No. 13-085X and constitutes Addendum No. 2:

I. GENERAL PROJECT INFORMATION

1. Bid Opening

The date for which bids are due remains **Tuesday, August 27, 2013.**

Electronic bids will be received via the Internet until 2:00 p.m. on Tuesday, August 27, 2013. Electronic bidding information is available on NJ TRANSIT's electronic bidding website: www.bidx.com.

In order to obtain all pertinent Bid Documents, interested firms must register with BID EXPRESS at <https://www.bidx.com>. Contractors that are currently registered with BID EXPRESS to bid NJDOT or any other public construction project do not require further registration, only an additional digital ID. To subscribe, follow instructions on the website. Fees apply to downloading documents and plans and bidding access. The fee schedule is available on the website. All fees are directly payable to Bid Express.

2. Please submit all questions to my attention at hdubois@njtransit.com or faxed to my attention at **(201) 649-0057**. All questions must be received by **4:00pm, Thursday, August 15, 2013.**
3. Attached is Section III: Special Provisions for Port Imperial Intermodal Ferry Terminal, Dredging & Disposal Services dated August 12, 2013, (via BIDX).
4. Attached are Final Contract Drawings for Maintenance Area 1 – August 2013, (via BIDX).

5. Attached are Final Technical Provisions for Maintenance Area 1 – August 2013, (via BIDX).
6. The Ebid Form has been revised. Please download the EBLib File for your E-bid submission.
7. The following questions were submitted by Burnham Associates, Inc. and NJ TRANSIT's response:

Question

Part 1.1 D. Scope - The end of the last sentence states that "all final disposal activities shall be the sole responsibility of the Contractor." Does the custody of the material rest with the Transit Authority both short and long term. What liability if any does the Contractor incur if he is compliant with all permit conditions?

Answer

Custody of the material rests with the General Contractor who is responsible for compliant dredging, storage, barging and disposal at a DEP authorized processing facility. Beyond that point, the custody rests with either of the three (3) disposal facilities noted in the specifications and NJDEP permit.

The General Contractor should have no liability issues if all contract permitting and regulatory compliance is maintained.

Question

Part 2.3 B, Side Slopes - First Statement, "The side slope dredging requirements vary on the Contract Drawings." Will a box cut method be acceptable if required depths and volumes are achieved?

Answer

The means and methods of dredging shaping the side slopes are at the discretion of the General Contractor. The General Contractor is required to meet the minimum design requirements and permit requirements. Payment will be for material removed to the required depths. There will be no payment for over excavation below elevation -11 MLW and beyond the limits of dredging as shown on contract plans. A box cut is an acceptable method of dredging provided the cut extends to the limits of the top of slopes shown on the plans and is within the aforementioned limits of dredging.

Addendum No. 2 Acknowledgement:

In accordance with NJ TRANSIT's Instructions to Bidders Article B.3, an authorized representative of your organization shall electronically acknowledge receipt of this Addendum on the Bid Form in the space provided with its bid. Failure to acknowledge receipt of all Addenda may cause the rejection of the Bid as non-responsive.

Sincerely,



Hope DuBois
Senior Contracts Specialist
Contracts Unit / Division of Procurement
E-Mail: hdubois@njtransit.com
Fax No.: 201-649-0057

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SP 1 – COMMUNICATION WITH NJ TRANSIT

Add the following to Section II, Instructions to Bidders for Construction, Sub-Article B.2:

The Representative of the Contracting Office shall be:

Mrs. Hope DuBois
Senior Contract Specialist
973-491-7516
hdubois@njtransit.com

SP 2 – PREQUALIFICATION OF BIDDERS

Supplement Article C.2 PREQUALIFICATION OF BIDDERS of the Instructions to Bidders for Construction by adding the following:

Contractors must be prequalified for MC – Marine Construction, GC – General Contractor or MC – Marine Construction: Specialty in Dredging & Disposal Services for an amount equal to or exceeding the bid amount. NJ TRANSIT suggests a minimum rating of between "L" \$4,000,001 to \$6,000,000.

The paper original of the completed Prequalification Questionnaire and photocopies of all supporting documents shall be submitted by **Tuesday, August 13, 2013** to:

Mrs. Hope DuBois
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105
RE: IFB 13-085X
Prequalification Documents

SP 3 –DBE CERTIFICATION (C.3)

Supplement Article C.3 "DBE CERTIFICATION" of the Instructions to Bidders by adding the following:

As an aid in meeting its commitment to its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a Race-Neutral DBE goal on the gross sum amount of the Bid or Contract for DBE subcontracting participation.

NJ TRANSIT's DBE Program shall be accorded the same priority as compliance with all other legal obligations required by NJ TRANSIT and the USDOT. Bidders shall comply with and refer to New Jersey Transit Corporation, DBE Requirements for Race-Conscious Federal Procurement Activities include in the Contract Documents in the award and administration of this Contract.

All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this Contract. Questions regarding a firms DBE certification should be directed to Mr. Inaldo Chavarria, Principal Business Development Specialist, at 973-491-8068 or by email at Ichavarria@njtransit.com or in writing at:

Mr. Inaldo Chavarria, Principal Business Development Specialist
NJ TRANSIT
Office of Business Development, Contract Compliance Unit
One Penn Plaza East
Newark, NJ 07105-2246

SP 4 –DBE FORMS AND CERTIFICATION (E.4.1)

Supplement Article E.4.1 "DBE FORMS AND CERTIFICATION" of the Instructions to Bidders by adding the following:

Bidders are encouraged to submit these mandatory attached required DBE forms (A, A1, A2, B, D and DBE certificate) on the bid opening date to expedite the review of the Bidders proposed DBE Program and to prevent delay in the contract award. These applicable mandatory required DBE forms (**Attachment A**) shall be completed in their entirety with no blank fields. Carrying out these requirements is a matter of Bidder responsibility and failure to do so may render the Bidder non-responsible which may affect the award of the Contract.

SP 5 – AWARD AND EXECUTION OF CONTRACT

Supplement Article H.1 CALCULATION OF BIDS of the Instructions to Bidders for Construction by adding the following:

H.1.3 NJ TRANSIT intends to award the work for Area 1 on or about October 1, 2013.

SP 6 – DESCRIPTION OF WORK (1.18)

Supplement Section 1 (General Requirements) of the General Provisions for Construction by adding the following as new Article 1.18:

1.18 Description of Work

New Jersey Transit Corporation (NJ TRANSIT) is the owner of the Port Imperial Intermodal Ferry Terminal in Weehawken, NJ and the surrounding lands and waters up to the bulkhead lines and towards the main channel of the Hudson River. NJ TRANSIT leases the terminal to New York Waterway (NY WATERWAY) and its affiliates to operate the ferry terminal and the trans-Hudson ferry service. Investigations have indicated that the ferry and approach channels require maintenance dredging.

The Work of this Contract consists of dredging and disposal of material in Area 1, at the Port Imperial Intermodal Ferry Terminal as presented in the contract plans.

Work in Area 1 requires related water containment, decanting, sediment transportation and conditioning, treatment and disposal of the dredged material as described in the Drawings and Specifications, and in accordance with City, State and Federal permit requirements.

1.18.1 Area 1

- i. Area 1 is referred to as the Maintenance Dredging Area that requires dredging work to remove sediments and restore draft depths for the current ferry operations in the existing approach channel and docking areas around the two loading dock areas east of the terminal. Area 1 is within the footprint of the original channel and docking areas that were dredged during the construction of the Ferry Terminal in 2004. The size of Area 1 is approximately 400 feet x 1,000 feet. Work in this area shall be performed in sections designated by the Construction Manager to avoid any disruption to the existing ferry service operations operated by NY WATERWAY. Please refer to Contract Drawing S-2.
- ii. In Area 1, NJ TRANSIT intends to perform the minimum work necessary to maintain ferry draft and access to the Terminal.
- iii. The New Jersey Department of Environmental Protection (NJDEP) and the US Army Corps of Engineers (Corps) both issued permits for the original dredging work copies of which are included in the technical specifications. The Corps permit is currently valid through 2014 and a new NJDEP permit for NJ TRANSIT was issued on August 7, 2013
- iv. Area 1 is essential work to maintain the ferry operations and it represents the minimum extent of work under this Contract.

SP 7 – PERMITS, LAWS AND REGULATIONS (1.6)

Delete Sub-Article 1.6.3 and replace with the following:

The Contractor shall, upon Notice to Proceed, notify the 1st Coast Guard District of all proposed in-water operations including location and duration of said operations, and request that the information be published in a "Notice to Mariners." The notification will include the project's start date, completion date, the hours of operation, the names of the vessels on the site, the vessel's radio channels, and the point of contact.

SP 8 – TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES (2.1)

Add the following to Sub-Article 2.1.1 of the General Provisions for Construction as follows:

The Contractor shall pay NJ TRANSIT the amount of five thousand dollars (\$5,000) per day as liquidated damages for each calendar day delay in completing all work beyond the dates specified in Sub-Article 2.1.2 for the Project, for either of the stages of Work described in the following sections of these Special Provisions.

Add the following to Sub-Article 2.1.2 of the General Provisions for Construction as follows:

The Contractor shall complete all dredging work in Area 1 by the close of business on December 15, 2013. This requirement covers all operations on or in the water, including the post-dredge survey work. The intent of this schedule is to have the Contractor complete all dredging prior to the NJDEP seasonal restriction on dredging in the Hudson River from January 1, 2014 through May 31, 2014.

The Contractor shall complete disposal of all dredge and debris materials by March 1, 2014, including demobilization and submission of required manifests, survey plans, reports and documentation.

SP 9 – RESPONSIBILITY FOR WORK (4.1)

Supplement Article 4.1.3 of the General Provisions for Construction by adding the following:

- 4.1.3.1 The Contractor shall, within 10 days of Notice to Proceed and before any work, present for review by the Construction Manager, a comprehensive Safety Plan. This Plan shall be specific to this Project and shall include subsections covering all key areas of work, such as dredging and disposal work. It shall have emergency phone numbers and 24-hour emergency contact information for Contractor and key jobsite supervisory personnel. Work may not proceed until the Safety Plan has been accepted by NJ TRANSIT. The Safety Plan shall conform to Federal Workplace and Worker Safety Regulations that are applicable to construction workers and construction sites.
- 4.1.3.2 Contractor shall have a designated Safety Supervisor on site. This person shall be a competent person, responsible for assuring compliance with requirements of the Safety Plan and all other safety regulations. At a minimum, this person shall have taken the 30-hour OSHA safety course, within the last two years and have the authority to enforce the Safety Plan.
- 4.1.3.3 MSDS records will be maintained on site for all materials to which construction or NJ TRANSIT personnel may be exposed during the course of the Work.
- 4.1.3.4 Contractor shall maintain, for general use, a supply of Personal Flotation Devices (PFD) at all construction areas not protected by a guardrail system and shall enforce the use of PFDs in these areas. Life rings shall be available at all construction access points and on dredge equipment and construction personnel instructed in their location and use. Guardrails shall be maintained along the water edge of the work areas, where possible. A small boat or other means of water rescue shall be included in the Safety Plan. Contractor shall have trained personnel on site and demonstrate its use on a regular basis.
- 4.1.3.6 Contractor shall, with the applicable subcontractor, perform a detailed Job Safety Analysis (JSA) of the dredging trade. The JSA will include a cooperative study by Contractor's Safety Supervisor, trade supervisor and Construction Manager of steps involved in performance of the work, identification of all potential hazards and establishment of a plan for mitigating those hazards. A pre-construction safety meeting will be held for all trades, and any others that Construction Manager or Contractor believes merit it.

Contractor shall hold weekly "tool box" safety meetings for all on site trades, with an organized program, such as is provided by the BCA. Construction Manager may elect to attend.

SP 10 – USE OF PREMISES (4.2)

Supplement Article 4.2 of the General Provisions for Construction by adding the following:

- 4.2.1.1 Contractor fully acknowledges that the Work is within the vicinity of an active ferry terminal in Weehawken Cove, vital to the operations of NY WATERWAY on property owned by NJ TRANSIT, and that Contractor's access to and use of the premises may be restricted by NY WATERWAY, without advance notice, to insure continued operations or the security/safety of said Ferry Terminal. Furthermore, Contractor acknowledges the Work must be done to accommodate NY WATERWAY's operations at all times and that all construction activities in all areas must be completed in such a manner to minimize or eliminate all disruptions, interferences or hindrances to NY WATERWAY's operations. Contractor fully acknowledges that the Work is within the vicinity of an active ferry terminal in Weehawken Cove, vital to the operations of NY WATERWAY on property owned by NJ TRANSIT, and that Contractor's access to and use of the premises may be restricted by NY WATERWAY, without advance notice, to insure continued operations or the security/safety of said Ferry Terminal. Furthermore, Contractor acknowledges the Work must be done to accommodate NY WATERWAY's operations at all times and that all construction activities in all areas must be completed in such a manner to minimize or eliminate all disruptions, interferences or hindrances to NY WATERWAY's operations. Contractor, prior to bid, shall become familiar with the NY WATERWAY schedule that is posted on the following website:
<http://www.nywaterway.com/PortImperialWeehawkenTerminal.aspx>.

The Contractor shall print and be familiar the current schedules for the three ferry routes departing from the terminal with three destinations to Midtown, Downtown and Wall Street prior to commencing work and shall be aware of the routine ferry operations per daily consultations with the ferry operations manager if there should be any changes to the schedule or daily routines. The Dredge Plan required under Technical Provision 02486 and due within five (5) calendar days of Notice to Proceed, shall be fashioned to avoid interference with ferry operation, and is subject to approval by NY WATERWAY within five (5) calendar days of submittal. To the extent possible and safe, the work may be performed during regular working hours from 7 AM to 7 PM. If Contractor's access to or use of the Project site is severely restricted, Contractor shall be given additional time only, in accordance with Article 2.2 - No Damages for Delay of the General Provisions. Access

to the dredging areas must be achieved by water access only. No land access is available from Weehawken Cove.

- 4.2.1.2 The Contractor shall be aware that another contractor working from shore will be installing deck piles outside of the scope of this Contract along the western edge of the waterway. The Contractor performing the dredging work under this contract shall cooperate with the pile-driving contractor to avoid site conflicts.
- 4.2.1.3 Contractor understands that the Hudson River Waterfront Walkway surrounds the dredge areas and is a public easement under the jurisdiction of the NJDEP. NJ TRANSIT does not own or have control over these upland properties. Land access to the site shall be limited and subject to NJDEP and Township of Weehawken regulations. Contractor is responsible for arranging any access from these points with the private property owners, the Township and in accordance with NJDEP regulations.
- 4.2.1.4 NJ TRANSIT shall not provide any employee parking area, boat slips or launching dock for the Contractor. The Contractor may work with NY WATERWAY and make arrangements for employee parking, launching and other needs but NJ TRANSIT does not assure that the NY WATERWAY premises will be available on a regular basis.

SP 11 – MAINTENANCE OF RAILROAD TRAFFIC (4.11)

Delete Article 4.11 Maintenance of Railroad Traffic of the Contract's General Provisions for Construction in its entirety.

SP 12 – FIELD OFFICE AND SANITARY FACILITIES (5.2)

Delete all requirements of Article 5.2.

SP 13 – CONSTRUCTION PROJECT SCHEDULE (6.2)

Modify Article 6.2 with the following qualifications:

The Contractor shall submit five (5) copies of the Detailed Project Schedule for approval no later than five (5) days after the Notice to Proceed. Its review by Construction Manager will be completed within 3 days. Microsoft Project shall be utilized provided that the reports are generated as an electronic file in an mpx extension format to be coordinated with NJ TRANSIT's Primavera tracking system. Once the Baseline Detailed Project Schedule (DPS) is approved, all payments will be processed with the DPS.

Supplement Sub-Article 6.2.4 by adding the following:

- 6.2.4.1 The Contractor's DPS shall be submitted without cost data.

Add the following after the third sentence of Article 6.2.12:

The updated Project Schedule shall include the actual start date, percent complete, and remaining duration or actual finish date for each activity in progress, as well as any proposed Schedule revisions, such as the addition of new activities or changes to the logic and/or duration of the existing activities.

Add the following Article 6.2.12.1:

Failure to submit Project Schedules in accordance with this Provision or failure of the Contractor to attend and participate in scheduled update meetings shall be sufficient cause for NJ TRANSIT to withhold payment of any application in full until such failure is remedied to the satisfaction of the Construction Manager.

SP 14 – MATERIALS-WORKMANSHIP-LABOR (7.2)

Supplement Article 7.2 of the General Provisions for Construction by adding the following:

7.2.10 The Contractor assumes all the responsibility and liability associated with the ensuring that all workers in its employment and that of its subcontractors have the capacity to fully understand all verbal and written training, instructions and commands given to them by NJ TRANSIT safety, security and supervisory personnel. The Contractor shall immediately remove and replace all workmen who fail to strictly, completely and immediately comply with all NJ TRANSIT training, instructions and commands.

7.2.11 As a condition of the Contract award, the apparent low bidder shall submit to NJ TRANSIT, within ten days of the bid opening, detailed resumes citing the name, training and experience of the Project Manager/Project Superintendent designated for assignment on this Contract.

The Project Manager/Project Superintendent shall be a highly competent, well experienced, reasonably cooperative and responsive individual(s) employed full time and will be present on the work site to direct and supervise the Work each and every workday that Work is being performed, from the start of the Work to the acceptance of the same. They shall be empowered by the Contractor to make binding decisions in a timely manner. They shall be an individual(s) with a minimum of ten years of supervisory experience on dredging projects of a similar type and complexity. A list of three (3) references from past (recent) projects shall be furnished. The proposed Project Manager/Project Superintendent must have a demonstrated record of successfully supervising and been cooperative and responsive (in the opinion of the client reference) on at least three (3) projects of similar type and complexity.

7.2.12 If the successful bidder fails to submit the required personal information or fails to propose a Project Manager/Project Superintendent that meets the aforementioned minimum qualifications then the Bidder may be declared not responsible, and thus ineligible to receive the Contract award.

7.2.13 The Contractor shall not change the Project Manager/Project Superintendent until their replacement(s) are submitted and approved by NJ TRANSIT.

SP 15 – INSPECTION OF WORK (7.3)

Supplement Article 7.3 of the Contract's General Provisions for Construction by adding the following:

7.3.8 The Contractor shall receive neither additional time nor compensation for the untimely responsiveness (delay) by a regulatory or code enforcement agency (such as ACOE, DEP, etc.) unless said delay exceeds that which is normally and customarily experienced by others when interfacing with said agency, at which point the Contractor shall be granted additional time only for that portion of the delay that exceeds the response time ordinarily and typically experienced with the specific agency under similar circumstances.

SP 16 – INSURANCE / INDEMNIFICATION (9.1, 9.2)

Delete Article 9.1 and 9.2 of the Contract's General Provisions for Construction and replace with the following:

9.1 INDEMNIFICATION; RISKS ASSUMED BY THE CONTRACTOR

9.1.1 The Contractor shall defend, indemnify and save harmless the State of New Jersey, NJ TRANSIT, USDOT, NY WATERWAY and their officers, employees, servants and agents from all suits, actions, or claims of any character including, but not limited to, expenditures and costs of investigations, hiring of witnesses, court costs, counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of said Contractor or its subcontractors in the performance of the work specified in this Contract; or on account of or in consequence of any neglect in safeguarding the work as specified in this Contract; or because of any act or omission, neglect, or misconduct of said Contractor or its subcontractors in the performance of the work specified in this Contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree. So much of the money due the said Contractor under and by virtue of this Contract as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance. NJ TRANSIT shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT shall immediately forward to the Contractor every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT or its representatives. NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent it deems appropriate,

in the defense of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of any such claims, demands, suits, actions and proceedings, the Contractor shall not raise or introduce, without the express written permission in advance of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

- 9.1.2 The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions whether negligent or not of the Contractor, its subcontractors, suppliers, employees, agents, and others working for the Contractor on the Project, of NJ TRANSIT or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting only risks which arise from solely affirmative acts performed by NJ TRANSIT subsequent to the execution of the Contract with actual and willful intent to cause the loss, damage, and injuries described in Paragraphs (a) and (b) below:

- (a) Risks of Loss or Damage to the Construction: Until completion of all work and the acceptance of the Project by NJ TRANSIT, the Contractor shall have the charge and care of the work and of the materials to be used therein, whether permanent or temporary, including materials for which it has received partial payment and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before acceptance and shall bear the expense thereof. However, the Contractor shall not assume the risk for damage to the work due to acts of war.

Where necessary to protect the work or materials from damage the Contractor shall in furtherance of the above Paragraph, but not by way of limitation, at its expense, provide suitable drainage for the Project and erect such temporary structures as are necessary to protect the work or materials from damage. The risks for failure to take such actions are assumed by the Contractor.

In case of suspension of work from any cause whatever, the Contractor shall continue to be responsible for the Project as provided above and shall take such precautions as may be necessary to prevent damage to the Project, shall provide for drainage and shall erect necessary temporary structures, signs or other facilities. If ordered by NJ TRANSIT, the Contractor shall properly store during such suspension of work materials which have been partially paid for by NJ TRANSIT or which have been furnished

by NJ TRANSIT. Such storage by the Contractor shall be on behalf of NJ TRANSIT. NJ TRANSIT shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from NJ TRANSIT. The Contractor shall be solely responsible for the loss of or damage to such materials.

- (b) Risk of Loss to Property in Performing the Work: The risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or NJ TRANSIT for loss or damage to any property of subcontractors, supplier, workmen, and others performing the work, and to lessors, occurring at any time prior to completion of removal of such property from the construction site or NJ TRANSIT's premises, or the vicinity thereof shall be borne by the Contractor.

9.1.3 Neither the acceptance of the Project by NJ TRANSIT nor the making of final payment shall release the Contractor from its obligations under this Article. Moreover, neither the enumeration in this Subparagraph nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed: (a) to limit the effect of the provisions of this Article or of any other provision of this Contract relating to such risks or claims; (b) to imply that it assumes or is responsible for risks or claims only of the type enumerated in this Article or in any other provision of this Contract; or (c) to limit the risks which it would assume or the claims for which it would be responsible in the absence of such enumerations.

9.1.4 The Contractor expressly understands and agrees that insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to defend, indemnify, and save harmless NJ TRANSIT and the State as herein provided.

9.2 INSURANCE

The Contractor shall procure and maintain until the issuance of the Final Certificate of Payment, the types of insurance specified below:

- 9.2.1 Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance, as required by applicable State law, for all of its employees to be engaged in work at the site of the Project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide employer's liability insurance for the

protection of such of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 each employee disease

Bodily Injury by Disease - \$1,000,000 policy limit – disease

9.2.2 Commercial General Liability Insurance:

The Contractor shall procure and shall maintain during the life of this Contract, Commercial General Liability Insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$2,000,000 each occurrence, \$2,000,000 personal and advertising injury, \$4,000,000 general aggregate and \$4,000,000 products completed operations aggregate.

Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, independent contractors liability, mobile equipment, damage from explosion collapse and underground hazards, cross liability and severability of interest clause. Additional insured endorsement CG2026 11/85 or CG 2010 11/85 or CG 2010 10/93 or equivalent (but only if modified to include both ongoing and completed operations) naming NJ Transit and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow Contractor to waive its and its insurer's rights of subrogation; there shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities.

The Contractor shall furnish completed operations insurance written to the limits stipulated herein for Commercial General Liability Insurance. Coverage shall be required and maintained in force for two years following acceptance of the overall Contract, regardless of any beneficial occupancy by NJ TRANSIT during the Contract term.

9.2.3 Umbrella Liability Insurance

With limits of at least \$8,000,000 per occurrence and in the aggregate; coverage must follow form over the above underlying Commercial General Liability, Business Automobile Liability and Employers Liability policies.

9.2.4 Automobile Liability Insurance

The Contractor shall procure and maintain during the life of this Contract, Automobile Liability Insurance applicable to all owned, non-owned, hired or leased vehicles with a minimum of \$1,000,000 combined single limit per accident for bodily injury and property damage liability. This policy shall

name NJ TRANSIT and the Indemnified Parties as an additional insured.

9.2.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of each subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified hereinbefore, or (2) insure the activities of its subcontractors in its own policies, in which case the Contractor's certificates shall so stipulate.

9.2.6 Contractor's Pollution Liability Insurance

The Contractor (or whomever is performing environmental removal or remediation work) must procure and maintain through the life of the Contract Contractor's Pollution Liability Insurance, including lead abatement if required, and removal operations in an amount of \$2,000,000 per occurrence and \$2,000,000 aggregate. Transport of any hazardous waste generated under this Contract shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or statutory minimum, whichever is greater.

9.2.7 Hull and Machinery

The Contractor and its subcontractors shall procure a full form Hull and Machinery policy covering all contractor owned vessels/craft involved in the project. Policy to be written on terms and conditions no less broad than those contained in the American Institute Hull Clauses (June 2, 1977) or equivalent. The policy shall include Collision and Tower's liability if not placed within a separate Protection and Indemnity policy. Limit to be not less than vessel replacement cost.

9.2.8 Protection and Indemnity; including Specialist Operations, Collision and Tower's

The contractor and its subcontractors shall procure and maintain a policy covering liabilities arising out of the operation of all owned vessels involved in the project including, but not limited to, crew injury and death, liabilities for property damage, bodily injury and liabilities to third parties using full form Protection and Indemnity policy. Terms to be as per Club Rules if vessels entered in an International Group Association (IGA) Club, or Protection and Indemnity Form SP-23 (Rev1/56) or equivalent if placed in the commercial market. Coverage to include Specialist Operations buyback and Collision and Tower's liability, if applicable. Limit to be not less than \$50MM, being a combination of Primary and Excess and/or Bumpershoot.

9.2.9 Marine General Liability

The contractor and its subcontractors shall procure a full form Marine General Liability policy covering bodily injury, property damage, personal, advertising contractual liability sufficiently broad to cover liabilities generated under the scope of the project. Coverage to include pollution liability on a sudden and accidental basis. Coverage under this policy shall have limits of not less than a

General Aggregate of \$2MM other than for Products and Completed Operations which \$1MM in the Aggregate. MGL is required to be scheduled as underlying insurance within the excess program.

9.2.10 Charterer's Liability, if applicable

Should Contractor or any subcontractor charter in marine vessels/equipment, Contractor and/or Subcontractor shall procure and maintain Charterer's Liability covering liabilities as Charterer to vessel owner and third parties. Limit to be value of the chartered vessel or \$50MM, whichever is greater. Coverage may be satisfied with a combination of Primary and Excess and/or Bumbershoot.

9.2.11 Vessel Pollution

Should Contractor or any subcontractor own any watercraft used to perform work under this Contract, Contractor and/or Subcontractor shall procure and maintain a Vessel Pollution policy covering vessel pollution for owned watercraft. Terms, conditions and limits to be as per Club Rules, if entered in an IGA Club, or per the terms of the Water Quality Insurance Syndicate, as appropriate. Coverage may be included in the Primary and Excess and/or Bumbershoot.

9.2.12 Marine Cargo Insurance

Contractor and/or Subcontractor shall procure and maintain Marine Cargo Insurance covering any shipments at sea or in waterways of material and goods required for this project on an All Risk basis for the benefit of Owner and Contractor.

9.2.13 The Contractor shall, at its own expense, carry all insurance which may be required to provide the necessary protection against loss or damage to any property of the Contractor or to any property of subcontractors, suppliers, workmen, and others performing the work and to lessors, which insurance shall contain a waiver of any right of subrogation against NJ TRANSIT.

9.2.14 The insurance required herein shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the Contractor and, also against any of the special hazards which may be encountered in the performance of this Contract.

9.2.15 Insurance policies are to be written by good and solvent insurance companies authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by such other companies acceptable to NJ TRANSIT in its sole discretion.

9.2.16 The Contractor shall furnish NJ TRANSIT with two copies of all Certificates showing the types, amount, class of operations covered, effective dates, and dates of expiration of policies. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of NJ TRANSIT in such

insurance shall not be effective for less than thirty (30) days after written notice thereof to NJ TRANSIT. Evidence of such endorsement must be contained in the certificate of insurance. If requested by NJ TRANSIT, the Contractor shall also provide copies of the insurance policies covered by the certificate. The Contractor shall not commence work under this Contract until it has obtained the insurance required under this Paragraph and such insurance has been approved by the Contracting Officer, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

9.2.17 If the insurance provided by the Contractor fails to comply with the requirements listed herein, or if the Contractor fails to maintain such insurance, then NJ TRANSIT maintains the right to stop work until proper evidence is provided.

9.2.18 The cost of providing the required insurance shall be included under the Bid Item "Mobilization" whenever such a bid item is listed in the Bidder's Proposal. If no such item is listed then the cost shall be considered included under the total lump sum bid or allocated within the unit prices that sum to the total bid price.

SP 17 – NEW JERSEY PREVAILING WAGE ACT (11.1.1)

In accordance with Section IV, General Provisions for Construction, Sub-Article 11.1.1, attached is the New Jersey Department of Labor Prevailing Wage Rate Determination applicable for the Project. **(Attachment B)**

SP 18 – UTILIZATION OF DISADVANTAGES BUSINESS ENTERPRISES (11.3)

Supplement Article 11.3 "Utilization of Disadvantaged Business Enterprises" of the General Provisions for Construction by adding the following:

Contractor and Subcontractor questions regarding the DBE requirements or the mandatory required DBE forms for this Contract should be directed to Mr. Inaldo Chavarria, Principal Business Development Specialist of the Office of Business Development (OBD) at 973-491-8068, Ichavarria@njtransit.com.

SP 19 – EMPLOYEE PROTECTIONS – CONSTRUCTION ACTIVITIES (14.1)

Supplement Article 14.1 of the General Provisions for Construction by adding the following:

Attachment C - Federal General Wage Determination for Hudson County, New Jersey. (14 pages)

SP 20 – AGREEMENT BETWEEN CONTRACTOR AND ARTIST

Delete all requirements of Appendix E.

NEW JERSEY TRANSIT CORPORATION

INVITATION FOR BID NO. 13- 085X

**PORT IMPERIAL INTERMODAL FERRY TERMINAL
DREDGING & DISPOSAL SERVICES**

ATTACHMENT A

**NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR RACE-NEUTRAL
FEDERAL PROCUREMENT ACTIVITIES**

Bidders Checklist (for federal contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

- ☐ Form A - First Tier DBE Utilization
- ☐ Form A1 - Bidder/Proposer Solicitation and Contractor Information
- ☐ Form A2 - Non-DBE Sub Utilization
- ☐ Form B - Intent to Perform as a DBE Sub
- ☐ Form D - DBE Good Faith Effort Form
- ☐ Trucking Commitment Agreement (if applicable)

Supplemental Forms (if applicable)

- ☐ Form AA - Second Tier DBE Utilization
- ☐ Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- ☐ Form AA2 - Second Tier Non-DBE Sub Utilization
- ☐ Form BB - Intent to Perform as a Second Tier DBE Sub
- ☐ Trucking Commitment Agreement (if applicable)

**NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-NEUTRAL
FEDERAL PROCUREMENT ACTIVITIES**

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**NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-NEUTRAL
FEDERAL PROCUREMENT ACTIVITIES**

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at www.njucp.net. Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in article 1.2.

1.2 ASSURANCE

1.2.1 The Prime contractor/consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate (49 CFR 26.13).

1.2.2 This language is included to comply with relevant Federal law and to ensure that all persons who enter

into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race neutral* goal of the gross sum bid/proposal to certified NJUCP DBE firms. A race-neutral measure is one that is used to assist all small businesses, including DBEs. For the purposes of this part, race-neutral includes gender-neutrality.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). Refer to articles 5.6-5.7
- 1.4.2 All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance with the requirements. Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

- 1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.
- (a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying

that it has complied with the requirements of 49 CFR 26.49.

- 1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within seven (7) days after the bid opening or proposal due date. *NJT may grant a formal written request to extend this 7-day requirement at its sole discretion on a case-by-case basis.*
- 1.6.2 Failure to satisfactorily complete or submit all required forms when due may result in determination by NJT that the Bidder/Proposer is non-responsible and may cause rejection of the bid or proposal.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact, demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that efforts were made to include DBE participation on the contract, however these efforts did not result in meeting the goal, NJT may request that additional efforts be made within 10 business days of the request. If at this time the Bidder/Proposer fails to demonstrate a good faith effort to achieve the goal, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price and meets the DBE goal or demonstrates a good faith effort and other bid requirements or requirements of 49 CFR Part 26.

2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. The Bidder/Proposer/Prime can meet this requirement in either of two ways:
- (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and

should take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (d) The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

- (a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.
 - (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
 - (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- (b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- (c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is

the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.

(1) Evidence of such negotiation includes: the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by NJT or the Prime contractor.
- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) Form A - First Tier DBE Utilization: Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) Form A1 - Bidder/Proposer Solicitation and Contractor Information: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) Form A2- Non-DBE Sub Utilization: Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) Form B - Intent to Perform as a DBE Sub: Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) DBE Good Faith Effort Form (if applicable): Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) Trucking Commitment Agreement (if applicable): Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) *Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award): Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) Form E2 – DBE's Monthly Payment Report (Post-Award): Records monthly invoices submitted by the DBE,

payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.

- (j) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):** Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

** This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT. Refer to article 5.2.4*

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.
- (b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:** Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) **Form AA2- Second Tier Non-DBE Sub Utilization:** Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) **Form BB - Intent to Perform as a Second Tier DBE Sub:** Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

- (a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. Refer to article 4.3. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a non-DBE sub Prime should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {Ex: DBE Electric Co. (Prime Contractor, Inc.)}

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a **manufacturer**, indicate the full value of its subcontract. If a DBE supplier is a **regular dealer**, show its total contract value multiplied by 60% (Ex. \$100K x 60% = \$60K). If a DBE supplier is

neither a manufacturer nor a dealer, indicate the fee/commission only, not the cost of materials or supplies. See article 3.0 for direction on determining credit toward the goal.

*(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. *Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton*).*

(b) **Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:**

The Bidder/Proposer must complete and submit **page one (1)**. The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete **page two (2)**.

(c) **Form A2- Non-DBE Sub Utilization:**

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is not counted toward the assigned DBE goal. See article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) **Form B - Intent to Perform as a First Tier DBE Sub:**

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. **Note:** The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0

(4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) **DBE Good Faith Effort: (If Applicable)**

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. Refer to articles 2.0-2.2 for guidance.

(f) **Trucking Commitment Agreement: (If Applicable)**

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. Refer to article 3.4

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) **NJ UCP DBE Certification and NAICS Code Verification:**

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njucp.net and www.census.gov/eos/www/naics/.

(h) **Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:**

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (article 5.2.4)

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(i) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)**

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. Refer to article 5.2.5.

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the

OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(j) **Form E2 – DBE's Monthly Payment Report:**

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s). Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. This form must be completed and submitted by the DBE only to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

- (a) **Form AA – Second Tier DBE Utilization:** The Second Tier DBE must perform 100% of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

- (b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:**

The DBE sub-Prime must submit and complete page one (1). Second Tier DBE(s) solicited for and participating on this contract must complete page two (2).

- (c) **Form AA2- Second Tier Non-DBE Subcontractor Utilization:**

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. Refer to article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

- (d) **Form BB - Intent to Perform as a Second Tier DBE Subcontractor:**

Each DBE firm listed on Form AA, must complete, and sign. Only Second Tier DBE(s) must complete and sign this form.

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

(e) **NJ UCP DBE Certification & NAICS Code Verification:**

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njcup.net and www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

- 3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.
- 3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.
- 3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor/subconsultant is a DBE.
- (a) Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE contract goal.
- (b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.
- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).
- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

- 3.3.1 If a DBE Prime, expenditures are counted toward DBE goals only if the DBE is performing a commercially

useful function on that contract.

3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

3.3.3 If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. Refer to Articles 5.6-5.7

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE trucking firm is performing a commercially useful function if:

- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE itself owns and operates at least one fully licensed, insured, and operational truck to be used on the contract.

3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.

- (a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

- (a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

- (a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.
 - (1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.
 - (1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).
- (c) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. **However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.**

4.0 TERMINATION OF DBE(s)

- 4.1 The Bidder/Proposer/Prime may not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces or those of an affiliate without NJT's prior written consent. Refer to Article 4.3.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

- 4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.
- 4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD prior to the addition of the DBE

subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.

4.3.2 Request for DBE replacement or removal may be made under the following conditions:

1) The DBE materially fails to successfully perform the contract tasks.

2) Under unusual situations referenced in article 4.3.B.

4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:

- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.
- (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.
- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
- (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.

4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD prior to replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.

4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by NJT for the procurement.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. Articles 5.6-5.7

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:

- (a) Failure to qualify as a DBE, or maintain DBE certification status.
- (b) Death or physical disability of a key individual.

- (c) Dissolution, if a corporation or partnership.
- (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.
- (e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

(a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.

4.5.4 **Exception:** If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate a **DBE Liaison Officer**. The liaison officer will be responsible to NJT regarding DBE subcontract matters.

5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.

5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.

5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without prior review and approval by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.

5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.

5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with NJT, signed copies of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants no later than two days after the initial pre-construction meeting.

5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. Refer to article 5.3.2

(a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.

5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. Refer to articles 2.5h and 5.3.2.

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 **Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only)** - submit monthly to the Manager of the OBD.

5.2.6 **Form E2 (DBE's Monthly Payment Report)** – Refer to article 2.5j

- (a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.
- (b) Attainment of goals will be monitored and based upon actual payments received by the DBE. Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in article 5.6. *If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

- 5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work no later than **ten (10) days** from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.
- 5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. The Prime must submit the **Certification of DBE(s) Payments** with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.
- 5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.
- 5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.
- 5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.
- 5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

- 5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved

work performed, an OBD representative shall make an effort to resolve the dispute.

- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
- (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
- (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.

5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.

5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NJT.*

5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:

- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
- (b) None of the other reasons to withhold payments specified under the Prime contract exists.

5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:

- (a) Consent of Surety to Final Payment to the Subcontractor
- (b) Certificate of Amounts Due and Owing to Subcontractor Employees
- (c) Subcontractor Release of Claims
- (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work

5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 REMEDIES AND PENALTIES

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by

law):

- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

Certification - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of **\$22,410,000** over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

DBE Goal - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

DBE Sub-Prime - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility – means a firm’s DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with NJT.

DBE Trucking Firm – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime’s Form A and having a direct contract with the Prime.

Joint Venture–means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Prime - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct contractual relationship with NJT.

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-

owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question.

Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

U.S. DOT - means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE - a DBE withdraws, or drops out of its contract, or fails to complete its work on the contract for any reason.

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (MANDATORY):

- **Copy of a valid NJUCP DBE Certificate (Provided by 1st Tier DBEs.)**

Consult DBE Program Requirements for further guidance.

First Tier DBE UTILIZATION - FORM A

Project Name: _____ NJT Contract No: _____

Assigned DBE Goal %: _____ NJT Procurement Specialist: _____ Contract Value (\$): _____

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/Sub-consultant Work (\$)	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
			%
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.	TOTALS	\$	%

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: _____ Authorized Signature: _____

Company Address: _____ Print Name: _____

_____ Title: _____

Federal Tax ID #: _____ Prime Contractor's DBE Liaison Officer: _____

Company Tel #: _____ Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

NJT Contract No: _____

Project Title: _____

Prime Contractor: _____

Telephone #: _____

Date: _____

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			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
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			
Primary NAICS Code:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

NJT Contract No: _____ Project Title: _____
 Prime Contractor: _____ Telephone #: _____
 Date: _____

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			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
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			
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: _____ Date: _____ Prime Contract Value: _____

Bidder/Proposer Prime Name: _____ Project Title: _____

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$	%

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.

Name of Bidder/Proposer/Prime: _____

Name of DBE Firm: _____

Project/Contract Name: _____

IFB/RFP Contract Number: _____

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)

If yes, DBE Sub-Primes must complete and submit Form AA.

At what percent? _____ %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?

Circle one. (Yes or No)

If yes, must complete and submit Form AA2.

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 1st Tier DBE

Date

Title

Print Name

Telephone #:

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.

ADDENDUM

FORM D INSTRUCTION SHEET PRE AND POST AWARD GOOD FAITH EFFORT (IF APPLICABLE)

**Required for all DBE subcontractors who decline to provide a quote.
Applies in pre and post-award.**

Important

Bidder/proposer/prime compliance with contract goals and good faith efforts are handled as a matter of responsibility. If the bidder/proposer/prime did not meet the goal, they must document that they made Good Faith Efforts to do so. This requirement is an important and serious one. NJ Transit's Office of Business Diversity will make a fair and reasonable judgment as to whether the bidder made adequate Good Faith Efforts.

Bidders/proposers/primes are required to read the DBE Program Requirements and the guidelines/ instructions of all forms; and required to submit all forms in the Addendum (mandatory) and Supplemental Section (if applicable) with the bid/proposal or within seven (7) days after bid/proposal submission.

Guidelines to Bidder/Proposer/Prime:

- FORM D outlines actions that may be considered good faith efforts though it is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Please read DBE Program Requirements for further guidance.
- Bidder/Proposer/Prime must complete FORM D if and when it fails to meet the DBE goal.
- FORM D must be completed in this instance for any DBE firms which were solicited but declined to quote for the project.
- DBE firm must sign Page 2 of FORM D. If DBE declines to do so, submit completed form with bidder/proposer/prime signature only and the Office of Business Diversity will verify information with DBE.
- If/when the contract goal is not met, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - In short, unless the price difference is excessive or unreasonable, incurring additional costs in using and finding a DBE is not sufficient reason to reject the DBE quote or not to meet the contract goal.

Instructions:

- On Page 1 of FORM D, indicate with a check mark the various types of detailed good faith efforts made and attach documentation of such efforts. Types of acceptable documentation are listed on Page 2.
- Document any other type of good faith efforts not listed on Page 1.
- Complete this form entirely.

Bidders/proposers/primes are to provide the required forms and instruction sheet, including the Supplemental section to their 1st Tier DBE subs. DBE sub-primes must provide required forms under Supplemental section to their 2nd Tier DBE/Non-DBE subs, if applicable. Please contact the compliance officer identified for this contract at the pre-bid/proposal conference for guidance on completing any of these forms.

DBE GOOD FAITH EFFORT- FORM D

IFB/RFP Number: _____

Project Title: _____

Bidder/Proposer/Prime Name: _____

Address: _____

Phone: _____ Email: _____

Date Signed: _____

The following is a list of the types of actions that may be considered good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases, however please check all that apply in this instance. Please provide documentation for ALL instances selected.

- ☐ Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
- ☐ Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
- ☐ Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- ☐ Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
- ☐ Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- ☐ Advertised subcontracting opportunities in appropriate media.
- ☐ Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
- ☐ Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
- ☐ Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

Describe any other efforts not covered above that may indicate Good Faith Efforts to obtain DBE participation on this project and provide documentation.

PRIME CONTRACTOR Monthly DBE Payment Report - Form E

Name of Project: _____ NJT Contract #: _____

Prime Original Contract Value: _____ Report for the Month of: _____

Change Orders (Overall Inc/Dec.): _____ Notice to Proceed Date: _____

Total Contract Amount to Date: _____ NJT Project Mgr Name: _____

Total Payments Received from NJT Date: _____ Assigned DBE Goal %: _____

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount \$	Change Order Amount \$ (+/-)	Amount of Invoice Received this Month (\$)	Date of Invoice Received in this Month	Payment(s) Made to DBE in this Month in \$\$ (Itemize)	Date(s) Payment Made This Month	Total DBE Payments made to Date in (\$)	% Overall Work Finished	Final Pmt (Y/N)
Total(s) →		\$	\$	\$	Total(s)	\$	Total(s)	\$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of THIS Month.

Prime Contractor Information:

Prime Firm Name: _____ Project Director Name: _____

Address: _____ Project Director Signature: _____

Telephone #: _____ Date: _____ Federal TIN #: _____

Prime's Past Due Invoice Information: List any invoice more than 40 days past due from the date submitted to NJT at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments:

This form is not to be altered in any way.

For assistance completing this form, call 973-491-7539, 8058, 8768, 8575, 8069, 8941

Form E - Prime Contractor's DBE Payment Certification

- 1. Have all DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?
☐ If yes, skip the next section and go to number 3.
☐ If no, please complete fields in box below: (Use additional paper, if needed)

DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Reason for Withholding

- 2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?
☐ If yes, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.
☐ If no, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. Please contact the DBE immediately, and provide a copy of written notification to the subcontractor with this form.
- 3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

PROJECT DIRECTOR NAME (PRINT) PROJECT DIRECTOR (SIGNATURE) / / DATE

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.

- ☐ Approved
- ☐ Denied

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:

Office of Civil Rights and Diversity Programs
Business Development
NJ TRANSIT
One Penn Plaza East, 6th Fl
Newark, New Jersey 07105-2246

DBE PRIME CONTRACTOR'S MONTHLY PAYMENTS FROM NJ TRANSIT

INFORMATION ON CONTRACT

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: _____ REPORT FOR THE MONTH OF: _____ YEAR: _____

ORIGINAL CONTRACT AMOUNT: _____ FED TAX ID #: _____

CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER #: _____

TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT: _____

Original Contract Value	Change Order Amount +/-	Date of Change Order	New Contract Value	Payments Received This Month	Total Payments Received to Date	% Work Completed To Date	Final Pmt Y/N
TOTALS:							

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:NJ TRANSIT

Invoice Date _____ Reference # _____ No. Days Past Due Amount _____

Project Manager (Name): _____

Telephone #: _____

PRIME CONTRACTOR INFORMATION

Firm Name: _____

Compliance Officer (Name): _____

Date: _____ Telephone #: _____

FORM IS DUE ON THE 7TH OF EACH MONTH.

PLEASE FORWARD TO:

NJ TRANSIT

Manager, Contract Compliance

Office of Business Diversity – 6TH FL

One Penn Plaza East

Newark, New Jersey 07105-2246

THIS FORM IS NOT TO BE ALTERED OR CHANGED IN ANY WAY.

Fed – Form E-1 rev12/9/08

DBE SUBCONTRACTOR Monthly Payment Report - Form E2

Name of DBE Firm: _____ Report for the Month of: _____
 DBE's FEIN#: _____ Contract Number: _____
 DBE Address: _____ Contract Name: _____
 DBE Telephone #: _____ DBE Contract Start Date: _____

Prime Contractor's Information:

Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.

Work Task Performed	Original Subcontract Amount \$	Change Order Amount (+/-)	Invoice #(s) Submitted in this month	Dollar Amount of Each Invoice Submitted in this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE In this Month * (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date (\$)	Total % Work To Date	Final Payment? Y or N
TOTALS →	\$	\$	TOTALS →	\$	TOTALS →	\$	TOTALS →	\$		

Is retainage held on your subcontract? Yes or No (circle one) If yes, how much? \$ _____. Did your final payment include retainage? Yes or No (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments: use additional paper if necessary

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: _____ Signature: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH IMMEDIATELY FOLLOWING DBE's SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to:

NJ TRANSIT, Office of Business Development, One Penn Plaza East, 6th Fl, Newark, New Jersey 07105-2246

Do not alter this form in any way.

If you need assistance completing this form please call 973-491-7539, 8058, 8768, 8069, or 8941.

Rev Fed Form E2 - Sept 2010

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

- **Copy of a valid NJUCP DBE Certificate (Provided by 2nd Tier DBEs.)**

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION- FORM AA

Project Name: _____ NJT Contract No: _____

DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): _____

I plan to subcontract _____ % of my subcontract to Second Tier DBE subcontractor(s)/subconsultant(s) listed on the chart below to perform/supply the following:

Second Tier DBE subs must perform 100% of their scope of work.

Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed	Dollar Value of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			%
			%
			%
Any First-Tier DBE firm listed on the Form A must identify any DBE firm it will use to perform its scope of work	TOTALS	\$	%

The undersigned understands its approval to perform on the above contract is based upon its identified DBE team listed above and its Non-DBE team listed on the Form AA2. The DBE Sub-Prime must receive written approval from the Office of Business Development for any changes to its DBE and/or Non-DBE subcontractors, their dollar values or scope of work identified on the Form AA and/or AA2 before making any changes. It attests that the identified firms will perform all work. Failure to adhere to, or falsification of any information contained herein shall result in breach of contract and subject to corrective action to be determined by NJ TRANSIT.

DBE Sub-Prime Firm: _____ Authorized Signature: _____

Company Address: _____ Print Name: _____

Title: _____

Federal Tax ID #: _____ Sub-Prime's DBE Liaison Officer: _____

Company Tel #: _____ Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

NJT Contract No: _____ Project Title: _____
 DBE Sub-Prime: _____ Telephone #: _____
 Date: _____

Complete the information below for Second Tier contractor(s) participating on the project.

Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name		
Address		
City		
Zip		
County		
Phone		
Fax		
E-mail		
Owner		
Date Established		
Date Certified		
Ethnicity		
Gender		
Certification Status: DBE or Non-DBE		
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		
Primary NAICS Code:		

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: _____ Date: _____ DBE Sub-Prime Contract Value: \$ _____

DBE Sub-Prime Contractor Name: _____ Project Title: _____

Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s)	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$	%

INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB

The Bidder 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 AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

Name of First Tier DBE/Sub-Prime:

Name of Second Tier DBE Firm:

Project/Contract Name: _____

IFB/RFP Contract Number: _____

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

Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a Non-DBE(s)? Circle one. (Yes or No)

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 DBE Sub-Prime 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 DBE Sub-Prime conditioned upon execution of a contract with the Prime on the project. As a Second Tier DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform 100% of my subcontract with my own workforce for the referenced project.

Signature of Second Tier DBE

Date

Title

Print Name

Telephone #:

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 as determined by NJ TRANSIT.

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed. Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
 - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
 - *2nd Tier DBE trucking firms must perform 100% of their total subcontract value.*
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
 - *All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.*

Copies of the following items must be attached for ALL trucks owned by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

Copies of the following items must be attached for ALL DBE/non-DBE trucks leased by the DBE:

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perform the following described work on the project: *(Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported)*.

Dollar Value of DBE Subcontract: \$_____

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

Total Number of fully operational DBE-owned trucks to be used on contract? _____

Total Number of fully operational trucks to be leased from a DBE? _____.

(Provide a copy of lease agreement(s) for each trucking firm).

Total Number of fully operational trucks to be leased from a non-DBE? _____.

(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).

Specify ALL Vehicle Information on Page 1 and 2, if applicable

[illegible]

MANDATORY FORM

[illegible]

I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.

1st Tier DBE Signature: _____

Date: _____

Print Name: _____



NEW JERSEY TRANSIT CORPORATION

INVITATION FOR BID NO. 13- 085X

PORT IMPERIAL INTERMODAL FERRY TERMINAL

DREDGING AND DISPOSAL CONTRACT

DIVISION 2 TECHNICAL PROVISIONS

SECTION 02483	DREDGING AND DISPOSAL
SECTION 02484	TURBIDITY CURTAINS

APPENDICES

- A) AQUA SURVEY REPORT**
- B) SAMPLING RESULTS SUMMARY TABLE**
- C) ACOE PERMIT**
- D) PREVIOUS WATERFRONT DEVELOPMENT PERMIT - 2004**
- E) WATERFRONT DEVELOPMENT PERMIT - 2004**

AUGUST 2013

SECTION 02483

DREDGING AND DISPOSAL

PART 1 – GENERAL

1.1 SCOPE

- A. The work under this Section consists of the provision of all labor, plant, equipment, supplies and materials necessary to excavate, dredge, separate, haul, place, and dispose of existing soils and debris and all materials of any nature encountered while performing these activities to the elevations and within the Contract Limits shown on the Contract Drawings.
- B. The Contractor shall demonstrate compliance with the list of dredging credentials and qualifications listed in the Contract Documents. In the event that the Contractor elects to subcontract the dredging work, it shall remain responsible for utilizing an appropriately qualified dredging firm and no work shall commence until and unless a qualified dredging subcontractor is provided, subject to approval by Owner.
- C. Any debris encountered in the dredge area limits are to be removed in their entirety to at least 10 feet below MLW plus one foot of overdredging (the Project dredge depth). All debris (i.e., piles, loose rock, construction materials, etc.) that are encountered during dredging within the dredge area limits that are not acceptable for upland management by an upland sediment processing and disposal facility approved by NJDEP shall be the responsibility of the Contractor to manage/dispose/recycle of at an approved upland facility(ies).
- D. The Contractor shall be responsible for the transport of the dredged materials to disposal/recycling facility(ies) designated by the NJDEP permit authorization. The Contractor shall be responsible for separation, transportation and disposal of removed debris that are unsuitable for disposal with the dredged sediment materials. Once the Contractor has excavated the dredge material and associated debris, the decanting of water, transportation, unloading of dredged materials, processing, the additional transportation of dredged materials, placement/handling of dredged materials and all final disposal activities shall be the sole responsibility of the Contractor.
- E. The Contractor is advised that there are additional requirements in the NJDEP Waterfront Development Permit – 2013. The contractor shall comply with these requirements and include them in the bid prices.

1.2 RELATED SECTIONS

- A. General and Special Provisions

1.3 SITE CONDITIONS

- A. The results of a February 14, 2013 bathymetric survey are provided for general reference and are depicted on the Contract Drawings. The Contractor shall perform a pre-and post-construction sounding survey of the sediment and debris contour to establish depths for the purpose of measuring quantities for payment.
- B. In formulating his bid, the Contractor shall examine the subsurface exploration logs and reports listed in Section 1.5, REFERENCES, and evaluate the character of the materials

as they may affect operations and the means and methods available to accomplish the work.

- C. In formulating a bid, the Contractor shall also examine the site of the work, including disposal areas, and evaluate all site conditions as they may affect operations and the means and methods available to accomplish the work.

D. **Existing Conditions**

1. **Character of Materials.** Subsurface exploration logs and reports are provided for the Contractor's information pertaining to the apparent areal extent and characteristics, including dredgeability, of the soil to be removed. Copies of the logs are enclosed with the Contract Documents. The subsurface data is provided to inform the Contractor of this effort and are made available for the Contractor's information. In all respects, local variations in the subsurface materials may be expected and, if encountered, will not be considered to constitute 'materially different' site conditions.
2. The materials to be found above the required project dredge depth include, but are not limited to:
 - a. Dark gray to black, slightly organic to organic material, very soft occasional shell fragments, recent silt and clay sediments.
 - b. **Piling** – A former pier (Pier 3) that existed in the Maintenance dredging area was approximately 200 feet wide and 1,200 feet long and was removed to an estimated depth of 11 feet below mean low tide previously. During the work, parts of the removed Pier 3 piles may be found in the excavation.
 - c. **Trash and debris** - Trash, debris and other miscellaneous man-made and natural objects should be expected to be encountered during the course of the dredging. This material may be encountered at any location above the project dredge depth, and may include but be not limited to, wood, sheet metals, glass, lumber, plastics, tires, hoses, chains, cables, and hawsers.
 - d. **Bulky Debris** - Some large obstructions, that may be concrete and/or steel, may require special equipment or significantly more time than normal trash and debris (Part 1.3.D.2.c) for removal from the dredge area limits.

1.4 QUALITY ASSURANCE

- A. The Contractor shall establish and maintain control of dredging and disposition operations to ensure that the following are in compliance with Contract requirements:
1. Perform dredging to the lines and grades shown on the Contract Drawings.
 2. Dispose of dredged materials as stipulated in Section 3.4 herein.

1.5 REFERENCES

- A. Aqua Survey, Inc., Technical Report. The Owner makes no warranties expressed or implied as to the volume or exact nature of debris that the Contractor might encounter.
- B. Dredge sample results summary table. Complete laboratory analytical data report package are available on request.

- C. ACOE Permit – 2004.
- D. Previous NJDEP Water Development Permit for Maintenance Dredging – 2004.
- E. NJDEP Waterfront Development Permit – 2013.

1.6 SUBMITTALS

- A. **Bathymetric Surveys:** The Contractor shall prepare and submit for approval pre- and post-dredge surveys. A pre-dredge survey shall be submitted at least two weeks prior to commencement of dredging. The Contractor shall use a completely automated survey system capable of acquiring x, y, z data in "real time" aboard the survey vessel. Use of single beam sonar, multibeam sonar and side scan sonar are required as stipulated in Section 1.8 herein. Additionally, the Owner's Representative may require lead line soundings for verification or spot checks. Provisions shall be made by the Contractor and its surveyor for Owner's Representative to witness the survey operation. Lead line soundings will be taken using an 8-1/2 to 10-pound sounding lead with an 8-inch diameter disc, 1/8-inch thick attached at the bottom. The Contractor's surveyor shall survey the dredge area prior to dredging (pre-dredge survey) and after dredging (post-dredge survey) using single beam sonar. The extent of coverage shall be sufficient to identify all underwater slopes, toes and tops of slopes within the dredge area limits shown on the Contract Drawings. The following documents shall be prepared and submitted:
 - 1. Contour map with a contour interval of 0.5 foot, in a format consistent with the Construction Drawings. The contour map shall include all base map and dredge area limits information included on the Construction Drawings as well as indicators showing the location of cross sections included in Item 2 below. Two(2) hard copies and an electronic ACAD file (V2012) shall be submitted to the Owner's Representative. Hard copies of contour maps shall be submitted in 1-inch equals 50 feet scale, on D-sized sheets.
 - 2. Cross-sections shall be provided in a format and locations consistent with the Construction Drawings, including all base map and dredge area limits information included on the Construction Drawings. Two hard copies and an electronic ACAD file (V2012) shall be submitted to the Owner's Representative. Hard copies of cross-sections shall be submitted in 1-inch equals 20 feet scale on D-sized sheets.
 - 3. An electronic ASCII data file with x,y,z soundings reported on grid spacing of 5 feet between data points shall be provided for each multibeam survey. For lead line or single beam surveys the data along each transect shall be processed to report soundings spaced at approximately 2.5 feet. Transect spacing shall be no greater than 25 feet. The lead line or single beam sounding data (x,y,z) shall be submitted as an electronic ASCII data file.
 - 4. The volume of material removed from dredge area limits shall be calculated and submitted with the post-dredge survey as described in 4.1. Volume calculations shall include and report separately the excessive dredging quantities, if any. The Triangulated Irregular Network (TIN) method will be used for quantity determination. Final acceptance of the work will be based upon a side scan and multibeam survey.
- B. A compact disc of the file shall also be submitted for filing with N.O.A.A.
- C. **Dredging, Decanting and Disposal Plan**
 - 1. The Contractor shall submit a dredging, decanting and disposal plan to the Owner's Representative for review prior to commencing dredging operations.

The plan shall contain the information specified in the following subsections. Within five (5) business days after the Owner issues the Contractor his notice-to-proceed, the Contractor shall submit to the Owner's Representative for review a written Dredging, Decanting and Disposal Plan for approval. The Contractor shall be responsible for revising its submittal to comply with all comments issued by the Engineer. Upon satisfaction of the Engineer and Owner, the Contractor's Plan will be submitted to the NJDEP and USACE. The Contractor's Plan shall be consistent with NJDEP and USACE agency requirements. The regulatory requirements of NJDEP and the USACE shall prevail in the preparation of the Dredging, Decanting and Disposal Plan, except where a more stringent requirement is stipulated herein. The Dredging, Decanting and Disposal Plan shall include a section addressing Contractor's Site Specific Work Plan. This Work Plan shall provide a description of work areas and a proposed work schedule noting the sections of the dredging areas where work will commence and the estimated times that the work will be performed in the respective areas. The Contractor shall also provide marked-up drawings from the bid documents to support this plan.

2. The Dredging, Decanting and Disposal Plan shall include procedures and equipment to be used to dredge, remove, transport, and dispose of materials to approved disposal/recycling facility(ies); monitor dredging, pile and debris removal and required water quality parameters of 30 mg per liter for Total Suspended Solids in the barge decant water; and conduct surveys.
 3. The plan shall include a description of the equipment to be used; the sequence of the dredging and debris removal work; the methods to dewater and transport, prevent losses in transit, unload and dispose of materials; plans for compliance with environmental protection requirements, permits, and with applicable NJDEP and USACE disposal requirements including positioning and operating procedures; and proposed schedule for executing the work. The plan shall also include product specifications for the silt curtain, methods of curtain deployment and manufacturer instructions manuals for installation and maintenance. The silt curtain must surround the complete perimeter of the dredging operation but its deployment can be moved to follow the equipment and areas of disturbance.
 4. A list of key personnel and supervisory chain of command shall be included, staging areas on and offshore and coordination activities and schedules with other land and marine construction.
 5. The Dredging, Decanting and Disposal Plan will be used to document the inspections, monitoring, surveys and other actions to be taken by the Contractor to ensure that the work complies with all contract requirements.
- D. Daily Dredging Reports: The Contractor shall prepare and maintain a daily report of operations and furnish copies thereof to the Owner's Representative. The daily reports shall document dredging and disposal operations for all shifts during the previous 24 hours. During the performance of all dredging and disposal operations, equipment operators shall fill out a Daily Dredging Report for each calendar day of activity for each separate piece of equipment being operated for dredging, pile removal/cutting, material storage, decanting and disposal. The Contractor shall submit templates of the reports and forms to be used to the Owner's Representative for approval prior to use. Forms shall be filled out completely and legibly and shall include signatures using black ink. Original forms shall be given to the Owner's Representative by 12:00 noon on the day following the date shown on reports. Daily Dredging Reports shall be filled out for every calendar day and every dredge on site, including when equipment is inactive.

- E. Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts, and Samples" of Division 1 – GENERAL PROVISIONS:

1. A written statement identifying the Contractor's designated facility for upland placement of dredged material, the transportation route to the sediment processing facility, the methods of handling and processing and the ultimate disposal site(s) of the amended sediment. NJDEP requires that the dredged material from this site be amended and contain admixtures as required by facilities that NJDEP has approved and authorized with an Amended Use Determination (AUD). The disposal plan and disposal facility shall also comply with all the terms and conditions for disposal at properties owned by 269 Canal Road, L.P., at their Canal Road facility in Fairless Hills, Pennsylvania and/or Coplay Aggregates Incorporated at their Coplay Quarry in Whitehall, Pennsylvania and/or Bellmawr Waterfront Development facility located in Bellmawr, New Jersey.

1.7 REGULATORY REQUIREMENTS

- A. Protection of the Environment - Environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during Project construction. Environmental protection requires consideration of air, water, and land, and involves management of noise and solid waste, as well as other pollutants. To prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities undertaken in the performance of this contract, the Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.
- B. Protection of Water Resources - At all times, measures as required are to be taken by the Contractor to prevent the pollution of the waters with trash, debris, fuels, oils, bituminous materials, calcium chloride, salts, acids, bases or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, county, and municipal laws concerning pollution of the water. All work done under this Contract shall be performed in such a manner that objectionable conditions will not be created in the water at or adjacent to the Project area.
- C. Protection of Fish and Wildlife - The Contractor shall at all times perform all work and take such steps required to prevent any interference with or disturbance to fish and wildlife. The Contractor shall not be permitted to alter water flows or otherwise disturb native habitat in or adjacent to the Project area. Fouling or polluting of water by the Contractor in the performance of this contract will not be permitted and will be cured immediately by the Contractor, including the notifications required by law. Any assessments or claims against NJ TRANSIT as property owner for any natural resource damages caused by the Contractor in the performance of this Contract shall be paid by the Contractor or the value of those claims or assessment will be withheld from the Contractor's further payable invoices or resolved as claims at the completion of the work.
- D. U.S. Coast Guard - The Contractor shall, upon Notice to Proceed, notify the 1st Coast Guard District of any proposed in-water operations including location and duration of said operations, and request that the information be published in a "Notice to Mariners."
- E. The Contractor is advised that the Owner has submitted an application to the NJDEP for the dredging operations contemplated by this Specification and shall abide by all conditions of the NJDEP permits and the previously obtained USACE permit. Upon receipt of this permit, all bidders will be furnished with a copy for review.

1.8 SURVEYING

- A. Survey work shall be performed under the supervision of a registered professional surveyor or an American Congress on Surveying and Mapping (ACSM)-certified hydrographer with a minimum of three(3) years' experience in the use of and interpretation of the data from a shallow water multibeam sonar system, vertical beam echosounder and side scan sonar system, and data interpretation.
- B. The surveyor shall use a suitable survey vessel(s) equipped with shallow water multibeam sonar and side scan sonar systems capable of detecting piling and with the ability to record data digitally. The vessel(s) shall also be equipped with GPS equipment for establishing horizontal control; differential GPS equipment for vessel positioning; water level measurement gauges; and equipment for determining velocity of sound in the water column.
- C. The side scan sonar and multibeam sonar data will be used to detect whether piles remain within the dredge area limits and as a basis for final acceptance of the dredging work. A copy of the post-dredge scan printout and 0.5-foot contour bathymetric map developed with the post-dredge multibeam sonar will be provided to the Owner's Representative in hard copy and electronic form.
- D. Bed elevations converted to the MLW Datum, shall be determined using depth soundings and tide gauge readings. Water level and other corrections shall be applied and the corrected depth shall be shown on survey sounding sheets referenced to MLW.
- E. Single beam sonar hydrographic surveys will be used to document initial conditions prior to work and at completion of the work as a basis for measurement to determine payment.
- F. After dredging the dredge area limits as indicated on the Construction Drawings and described under 3.2, the Contractor-hired surveyor shall conduct a post-dredge survey to document completion of the required dredging areas, as well as quantities of material dredged from the dredge area limits. Calculations shall be performed for the total area.
- G. Survey plan and equipment description shall be submitted to the Owner's Representative for approval prior to conducting the initial survey

1.9 COORDINATION

- A. The Contractor shall furnish, at the request of the Owner's Representative, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the work. When required, the Contractor shall provide transportation for the Owner's Representative and inspectors and, as appropriate, agency personnel, to and from the dredging plant.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 DREDGING OPERATIONS

- A. The Contractor shall excavate and remove materials to the elevations shown on the Contract Drawings. Over-excavation, or dredging outside the dredge area limits, where not explicitly directed by the Owner's Representative, shall not be paid for.
- B. Dredging within the dredge area limits shall be performed using an environmental bucket to minimize sediment impacts on water quality in the dredging area limits, except where permitted by DEP regulations to remove pilings or other conditions where an environmental bucket cannot perform. Dredged material shall be placed in barges (scows) and transported to the upland disposal site. Debris shall be separated from the dredged material and placed and disposed in an approved upland facility. Hydro excavation may be required to achieve dredge area limits and contours under the Ferry Terminal and barges. Other alternative dredge methods may be required to excavate materials beneath structures and shall be submitted for approval by the Construction Manager.
- C. All material which sloughs into the dredge area limits from outside the dredging limits shall, prior to acceptance and at no additional cost to the Owner, be removed, to the required dredge elevation.
- D. All dredging shall be performed in such a manner as to minimize turbidity in the water column.
- E. Trash, debris, and other miscellaneous man-made and natural objects should be expected during the course of excavation and dredging. Material to be expected may include, but is not limited to tires, cables, chains, anchors, sheet metal, bricks, concrete, plastics, lumber, abandoned utilities, pilings, and tree branches. Such material shall be placed in a separate barge (scow) or other conveyance and disposed/recycled outside the limits of work and in accordance with local, state and Federal laws and regulations, unless a separate screening system is established at the sediment disposal facility to remove, weigh and dispose of the debris. This includes large bulky material that exceeds dimensions of one cubic yard.
- F. To minimize water quality impacts during dredging, the Contractor shall use "Best Management Practices" (BMPs) to minimize resuspension and loss of fine-grained sediments during mechanical dredging. At a minimum, the Contractor shall adhere to the following BMPs to reduce dredging-induced resuspension of sediment:
 - 1. Slow bucket deployment and retrieval (at no more than two feet per second). If, based on observations by the Engineer, excess quantities of sediments adhere to the environmental bucket during dredging operations; Contractor shall rinse the bucket on a frequency specified by the Engineer. The bucket may be rinsed by dipping it into the barge being employed to act as a settling tank for excess water or into a sealed container located on the deck of the barge.
 - 2. "Sweeping" the bottom to smooth contours will not be allowed.
 - 3. Stockpiling of material on the bottom will not be allowed (i.e., each time the bucket is closed it must be brought to the surface).
 - 4. Bucket shall pause at the water surface during retrieval to release excess water from within the bucket.
 - 5. Dredged material shall be placed deliberately in the barge to prevent spillage of material overboard.

6. All materials dredged, including water that may inadvertently become trapped in the bucket during dredging, shall be deposited into the barge (scow). No barge (scow) overflow is permitted.
 7. The Contractor shall minimize the amount of water entering the barge (scow) by such methods as taking full depth cuts of material to be dredged and using properly sized buckets.
 8. The Contractor shall fill the barges to the maximum extent possible and retain the dredge spoils for a minimum of twenty-four (24) hours prior to decanting clear water from the scow. The pumped discharge of the decant water shall be directed through a diffuser to minimize jetting of water into the shallow cove and suspending of sediment from the discharge. The decanting discharge must immediately cease if it is observed to cause resuspension of spoils in the scow from the suction hose. The Contractor may also utilize separate water holding barges to increase the holding time for decanted water in order to inhibit resuspension. If employed, this technique shall be described with the Contractor's Dredging, Decanting and Disposal Plan in accordance with the provisions of Section 106.C.
 9. Subject to approval by NJDEP, the Contractor may retain the decant water for less than the minimum of twenty-four (24) hour period if he can demonstrate the Total Suspended Solids concentration does not exceed 30 mg/l.
 10. The dredge shall be operated to maximize the bite of the clamshell to reduce the amount of free water in the dredged material and the number of bites required to complete the job.
 11. Vessel movements and maneuvers during dredging operations shall take place at the minimum speed for such movements and maneuvers consistent with safe navigation practices and efficient operations.
- G. Upon completion of dredging, the Contractor shall remove any material that may have been deposited in areas adjacent to the dredged areas.
 - H. The Contractor shall exercise extreme care when operating in the vicinity of any structure and shall repair, to the satisfaction of the Owner's Representative and at no additional cost to the Owner, all damage occurring as the result of the operations of the Work of this Contract.
 - I. Upon completion of dredging operations, and when directed by the Owner's Representative, the Contractor shall promptly remove all ranges, buoys, piles and any other markers placed in the performance of the work of this Contract.
 - J. The Contractor is advised that there are additional requirements in the NJDEP Waterfront Development Permit – 2013. The contractor shall comply with these requirements and include them in the bid.

3.2 OVERDEPTH AND SIDE SLOPES

- A. Overdepth: To cover inaccuracies of the dredging process, a maximum one (1)-foot allowable overdepth dredging below the required dredging depth will be permitted. The required dredging depth as shown on the Contract Drawings is 10 feet below MLW. An allowable overdepth dredging will be measured and paid for at the applicable Contract price in the same manner as specified for the overlying material to be dredged.

- B. Side Slopes: See the Contract Drawings for side slope requirements. Material actually removed within limits shall provide for final side slopes not flatter than those indicated on the drawings and only the side slope required per the Drawings will be estimated and paid for by the Owner. The Contractor may dredge material in original position or may dredge below the pay slope plane at the bottom of the slope to allow for sloughing of upslope material capable of falling into the cut. However, material removed below any pay slope plane will not be estimated for payment. In computing the limiting amount of side slope dredging, the required depth indicated on the drawings, measured vertically, will be used. The quantity of material to be paid for shall not be in excess of that originally lying above this limiting slope. Side slopes are given for payment purposes only and are not necessarily the angle of repose of the soil. Sloughing side slopes shall not be the basis for claims against the Owner. It shall be solely the Contractor's responsibility to effectuate the final pay slope planes regardless of the degree of sloughing or resedimentation that may occur during or after completion of side slope and bottom dredging. End slopes, where indicated on the drawings, shall be treated in the same manner as side slopes.
- C. Material taken from beyond the allowable overdepth or side slope limits will be deducted from the total amount dredged as excessive dredging. Materials dredged from below the depth limit which result in extra costs shall be entirely the responsibility of the Contractor. Nothing here shall be construed as preventing the inclusion in the measurement of material dredged for the removal of shoals if performed in accordance with the applicable paragraph: Final Examination and Acceptance.
- D. The Contractor is advised that there are additional requirements in the NJDEP Waterfront Development Permit – 2013. The contractor shall comply with these requirements and include them in the bid.

3.3 DISPOSITION OF DREDGED MATERIAL

- A. Disposition of dredged material shall be to a permitted and operational dredged material upland disposal facility, as required by the USACE and NJDEP permits referenced in Section 1.7.
- B. All barges or scows used to transport sediment shall be of solid hull construction or be sealed. All decant water holding scows shall be water tight and of solid hull construction. The gunwales of the dredge scows shall not be rinsed or hosed during the dredging.
- C. The operations performed and equipment used for Work under this Contract shall be operated in such a manner as to prevent any dredged materials from leaking into or being inadvertently deposited into navigable channels during their removal or transportation. Where such materials are leaked or deposited into any navigable waters, the materials shall be removed by the Contractor at no additional cost to the Owner and the condition which caused such leakage or discharge shall be immediately corrected at no cost to the Owner.
- D. Scows used to transport dredged material shall be emptied to the maximum extent possible during disposal operations and completely emptied at the completion and cessation of disposal operations.
- E. Decant water from the dredged material may only be discharged at the area of dredging.

- F. The Contractor is advised that there are additional requirements in the NJDEP Waterfront Development Permit – 2013. The contractor shall comply with these requirements and include them in the bid.

3.4 ARTIFICIAL OBSTRUCTIONS

- A. The Owner is not aware of any submarine cables, pipes or other artificial obstructions within the dredging area. If the Contractor encounters any submarine cables, pipes, or other artificial obstructions within the dredging area, it is the Contractor's responsibility to notify the Owner's Representative immediately before removing or damaging such installations.
- B. All existing structures, piers, bulkhead, mooring piles, dolphins, utility lines, etc. shown on the Contract Drawings or the existence and location of which are made known to the Contractor prior to beginning of work shall be protected from damage. In the event of damage as a result of the Contractor's operations, the Contractor shall be responsible for the repair and restoration and for all costs of damage resulting there from.

3.5 SCHEDULE

The dredging, debris removal and any other subsurface activity that will generate and suspend sediment, must be completed prior to January 1, 2014 when a moratorium on dredging begins.

3.6 ODOR CONTROL

- A. Contractor shall prepare and submit an Odor Control Plan for approval, and perform odor control operations conforming to the requirements of this section and in conformance Odor Control Plan provided by the Contractor.
1. Odor Control Plan shall have an air quality standard for hydrogen sulfide (H₂S) of 10 parts per billion (ppb) at the nearest private property boundaries, public sidewalks, and public streets.
- B. Dredging and processing/dewatering operations may require odor control through a fogging process. The Contractor shall perform fogging as directed by the Engineer. Fogging agent shall be a malodor counter-actant with non-pathogenic bacterial digestant, intended by the manufacturer for wastewater treatment applications. Fogging product shall be Air Care Liquid L-669, manufactured by Liberty Enterprises, 43 Liberty Drive, Amsterdam, NY 12010 or approved equal.
- C. Contractor shall apply odor-absorbing chemicals to stored Dredged Material as directed by the Engineer. Odor absorbing chemicals used for odor control shall not contain surfactants, petroleum distillates or chlorinated solvents and shall be non-toxic and nonhazardous. Proposed odor absorbing chemicals shall be accepted by the USDA for use in edible product processing areas and shall be similar to Evane/Scent, as supplied by Hinsilblon, Ecosorb as supplied by OMI Industries, RUSMAR foaming agent, or approved equal.
- D. The Contractor shall supply the required materials on site at the current work location in operating condition with an adequate supply of odor control agent for the duration of any intrusive activities. If the Contractor does not have an operational system on site, any intrusive work will be suspended at no cost to the Owner.

3.7 PROTECTION OF STRUCTURES

- A. Where limits of the Project abut existing known structures, such as bulkheads, the Contractor shall dredge as close as practically possible without making contact with, or damaging said structures. The Contractor shall repair any damage resulting from his operations.

3.8 MISPLACED MATERIAL

- A. Should the Contractor during the progress of the work, lose, dump, throw overboard, sink or misplace any material, plant machinery, or appliance, which in the opinion of the Owner, may be dangerous to or obstruct navigation or may be otherwise objectionable, the Contractor shall recover and remove them with utmost dispatch.
- B. The Contractor shall give immediate notice, with description and location of such obstruction, to the Owner; and when required, shall mark or buoy such obstructions until they are removed. Should the Contractor refuse, neglect, or delay compliance with this requirement, such obstructions may be removed by the Owner and the costs of such removals may be deducted from any money due or to become due the Contractor or it may be recovered under the Contractor's bond.

3.9 INTERFERENCE WITH NAVIGATION

- A. The Hudson River supports considerable boating and ferry activity. Contractor's work outside of the primary work area shall not interfere with marine navigation. If the Contractor chooses to use a hydraulic dredging approach under the platform/dock, the pipeline must not interfere with traffic. This may require the Contractor to use a submerged pipeline in the vicinity of marinas and channel crossings.
- B. The Contractor is fully aware that this work is in close proximity to an operating ferry. The Contractor shall, prior to bid, become familiar with the ferry schedule and pattern of operation. The Dredge Plan shall be fashioned to avoid interference with ferry operation, and is subject to approval by NY Waterway. To the extent possible and safe, the work shall be performed during regular working hours.

3.10 SUPPORT FOR INSPECTION

- A. The Contractor will be required, without additional compensation:
- B. Engineer Support Boat: For the duration of the construction period, provide boat service to support Owner's Representative and the Owner's officials, as directed by the Engineer.
- C. Provide boat service to Owner's Representative, per the Engineer's instructions and at the Engineer's schedule. Maintain communication with Engineer at all times during periods when support boat service is requested or active.
- D. Support Boat suitable for transporting a minimum of five (5) Owner's Representative and at a given time. Minimum overall vessel length shall be 18 feet. Include US Coast Guard approved personal floatation devices, in good condition, for each person aboard at all times. Provide daily storage space aboard for miscellaneous instruments, tools, etc.
- E. Identify and propose for Engineer's approval a floating dock and gangway facility in or near the site where Owner's Representative may routinely embark and disembark on/off the Support Boat. Bear any associated fees to compensate facility owners. Extend Support Boat service to approved facility as directed by Engineer.

3.11 LIGHTS

- A. The Contractor shall properly light all floating plants and pipelines connected with the work; upon all ranges and other marks where necessary; and upon all buoys of such size and in such locations as to endanger or obstruct navigation, and he shall be responsible for all damages resulting from any neglect or failure in this respect.
- B. When work is in progress at night, the Contractor shall properly light his plant as may be necessary in accordance with US Coast Guard regulations.

3.12 RANGES, GAGES, AND LINES

- A. The Contractor shall furnish, set, and maintain in good order all ranges, buoys, and other markers necessary to define the work and to facilitate inspection. The Contractor shall also establish and maintain tide gages in locations observable from any part of the work in order that the proper depth may at all times be determined.
- B. The Contractor may be required to suspend Dredging at any time when the gages or ranges cannot be seen or properly followed.

PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Dredge Spoils in Dredge Area Limits - The Contractor will perform one pre-dredge survey after the award of Contract. For the post-dredge survey and for acceptance, the Contractor shall notify the Owner not less than one (1) working day prior to completion of the work. The Contractor will perform the post-dredge survey as soon as possible after completion of the work, generally within two (2) calendar days after completion of the work and at no additional cost to the Owner. All areas found to be in compliance with the Contract requirements will be accepted and measured for payment. The total quantity of dredged material for which payment will be made will be by in-situ (quantity) measurement in cubic yards by computing the difference of available material between the pre-dredge survey and the post-dredge survey. The depths and limits necessary to this calculation shall be determined by the Triangulated Irregular Network (TIN) method. The available material shall be defined as material located within the boundaries of the dredged area limits as shown on the Contract Drawings to include the required project dredged depth, plus the side slopes. Specifically, the footprint of the measurement area shall be the dredge area limits plus the geometric projection of the final side-slope contours. The dredge area limits under this contract are established per the Contract Drawings. The volume of dredged material permitted for payment will be the volume calculated as the difference between the existing surface elevations based on the pre-dredge survey and the post-dredge survey contours within the dredge area limits and the geometric projection of the final side-slope contour. The difference between these two available quantities (pre-dredge and post-dredge) will constitute the quantity of material dredged in cubic yards. Misplaced materials, excessive dredging, and materials falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. See 3.3 for additional information on payment. Calculations shall be performed for the total area. The quantities of debris shall be deducted from the total quantity of the area to prevent double counting.
- B. Pile and debris separation, including disposal to an approved landfill, will be measured on a per-ton basis. The pile and debris weight shall be measured on land
 - 1. Certified Scale - The Contractor shall obtain certified scale weights of pile and debris separated from dredged material if the weight of this material is not

determined by barge displacement. These measurements shall be recorded by the Contractor on the daily reports and provided to an accepted by the Owner's Representative daily. The Contractor shall submit certified weight tickets as a basis for weight determination and subsequent payment. This item will be paid per ton.

2. Bulky Debris – This item consists of concrete or other debris encountered in the dredge area limits or the platform deck area that requires extraordinary lifting measures where strapping, cables and other methods are necessary as approved or required by the Owner's Representative. Measurement will be performed and volume estimated for payment by the Owner's Representative and paid per ton based upon certified weight tickets.

4.2 PAYMENT

- A. Performance and Payment Bonds – The unit price bid for this item will be full compensation for the furnishing of performance and payment bonds. Payment for this item shall be in accordance with Item Performance and Payment Bonds on the Bid Proposal Form.
- B. Mobilization – The unit price bid for this item will be full compensation for the furnishing of all labor, materials, equipment, tools and appurtenances for mobilization. Payment for this item shall be in accordance with Item Mobilization on the Bid Proposal Form.
- C. Dredging/Disposal – The unit price bid for this item will be full compensation for the furnishing of all labor, materials, equipment, tools and appurtenances to complete the dredging and removal/disposal/recycling of debris of the area shown on the Contract Drawings. Payment for this item shall be in accordance with Item Dredging/Disposal on the Bid Proposal Form.
- D. Pile/Debris Removal Disposal – The unit price bid for this item will be full compensation for the furnishing of all labor, materials, tools, equipment, transportation and appurtenances necessary to complete the disposal/recycling of dredged materials from the area shown on the Contract Drawings and as detailed in the specifications herein. Payment for the item shall be in accordance with Item Pile/Debris Removal Disposal on the Bid Proposal Form.
- E. Bulk Debris Removal/Disposal – The unit price bid for this item will be full compensation for the furnishing of all labor, materials, tools, equipment transportation and appurtenances to complete the removal and disposal of bulky debris, as detailed in the specifications herein. Payment for this item shall be in accordance with Item Bulk Debris Removal/Disposal on the Bid Proposal Form.
- F. Surveys - The lump sum price bid for this item will be full compensation for the furnishing of all labor, materials, tools, equipment transportation and appurtenances to complete the pre- and post-dredge surveying and all other surveying, mapping, data analyses and copies of mapping as detailed in the specifications. Payment for this item shall be in accordance with Item Surveys on the Bid Proposal Form.
- G. Supplemental Construction Costs – Work as directed by Owner. Payment for this item shall be in accordance with Item Supplemental Construction Costs on the Bid Proposal Form.
- H. The weight of the debris removed shall be converted from tonnage and into volume at a rate of 1.3 tons per cubic yard. This converted volume of debris shall be deducted from the measured volume of dredged material to avoid double counting of both volumes.

4.3 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of dredging, the Contractor's surveyor will survey the site and present the survey results to the Owner's Representative. The Owner's Representative will be notified when soundings are to be made, and will be permitted to accompany the survey party. The Owner's Representative will conduct an examination of the work within 48 hours of receiving the survey data. Should any piling, shoals, lumps, or other lack of Contract depth be disclosed by this examination, the Contractor shall remove same by dredging and/or removal at the Contract rate for dredging and/or pile removal. However, if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Owner's Representative. When the area is found to be in a satisfactory condition, it will be accepted finally. No additional payment will be made to the Contractor for additional surveying, should more than one sounding operation by the Contractor over an area be necessary by reason of work for the removal of piles or shoals, failure to reach grade, or failure to remove required material, as disclosed by a prior survey.

END OF SECTION

SECTION 02484

TURBIDITY CURTAINS

PART I – GENERAL

1.1 DESCRIPTION

This Section specifies requirements for Turbidity Curtains (Silt Screens). These requirements establish minimum standards and material requirements for the performance of the work. The Contractor is responsible for the design, furnishing, fabrication, and installation of the Turbidity Curtains.

1.2 REFERENCE STANDARDS

The following is a listing of the publications referenced in this Section:

- A. 02483—Dredging and Disposal

1.3 DESIGN AND PERFORMANCE REQUIREMENTS

A. Quality Assurance

1. The Contractor shall submit certification from the manufacturer that all Turbidity Curtains were fabricated, inspected, and shipped in accordance with the manufacturer's requirements.
2. The Contractor shall maintain a quality control program to assure that all installations conform to the requirements of the Specifications, field inspection, and testing.
3. The manufacturer of Turbidity Curtains shall have been in business of manufacturing Heavy Duty Turbidity Curtains for at least 10 years and shall show proof of three installations each having been in service for at least 1 year.

B. Job Conditions

1. The Contractor is responsible for taking field measurements as required for correct fit, in the event discrepancies are found, the Contractor is responsible for contacting the Engineer immediately.
2. The Contractor is responsible for maintaining the Turbidity Curtains, anchors, anchor lines, buoys, and surroundings as recommended by the manufacturer.

1.4 SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples" of Division 1 — GENERAL PROVISIONS.

- A. Product Data — manufacturer's data showing materials, fabrication, installation instructions, and recommendations.
- B. Shop Drawings and catalog cuts indicating material and dimensions.
- C. Field measurements.
- D. Silt Control Plan — including proposed materials, dimensioned drawings, and installation schedule and procedure with load and anchoring calculations to sustain current conditions in the river.

- E. Certified test report or certificate of conformance or compliance furnished by the manufacturer's testing laboratory or independent testing agency attesting that each product or material furnished under this specification meets the requirements herein.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Aer-flo Incorporated Type 2-DOT or approved equal.
- B. Turbidity Curtains shall meet the following requirements:
1. The visible portion shall be a bright color (safety orange recommended) that will attract the attention of nearby boaters.
 2. The fabric, connections, cables, and anchors must be of sufficient strength to resist the load imparted by a 5 knot current acting perpendicular to the curtain.
 3. Sufficient buoyancy must be provided to support the curtain and generate a continuous minimum freeboard of 6 inches.
 4. Load cables shall be fabricated into the top and bottom hem of every curtain. The cables shall be vinyl coated steel and possess an ultimate capacity of 10,000 pounds. The lower cable shall support ballast of sufficient quantity as to maintain a vertical curtain position.
 5. Bottom anchors shall be placed fore and aft to resist ebb and flood currents. Bottom anchors must be sufficient to hold the curtain in the same position relative to the bottom of the watercourse without interfering with the action of the curtain. The anchors shall be attached to a floating anchor buoys. The manufacturer's specifications shall be followed when choosing anchor points on the curtain and design of anchors.
 6. Depth shall match water depth, accounting for tides.
 7. Lights shall be placed on silt curtain in accordance with navigation requirements.

2.2 ACCESSORIES

- A. Steel shall conform to ASTM A36 or stronger steel.

2.3 FABRICATION

- A. All Turbidity Curtains shall be fabricated in strict accordance with manufacturer's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's recommendations and instructions.
- B. Take care to protect the curtain from abrasion, tearing, and puncture.
- C. Install Work in accordance with approved shop drawings.

3.2 PROTECTION

- A. Protect and maintain protection of completed Work to ensure that the Work is undamaged at the time of delivery.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Floating Turbidity Barrier will not be measured.

4.2 PAYMENT

- A. Dredge Area – Turbidity Curtain - The lump sum price bid for this item will be full compensation for the furnishing of all labor, materials, installation, anchoring, tools, equipment transportation and appurtenances to complete the work. Payment for this item shall be in accordance with Item Dredge Area – Turbidity Curtain on the Bid Proposal Form.

END OF SECTION

APPENDICES

APPENDICES TO THIS INVITATION FOR BID ARE NOT REPRINTED HERE
DUE TO SIZE

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