

CONTRACT AND BOND

CONTRACTOR: MOUNT CONSTRUCTION CO. INC.

**PROJECT: CONSTRUCTION OF LEONARDO
CONFINED DISPOSAL FACILITY**

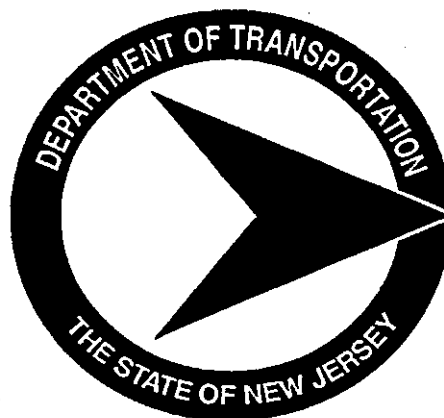
CONTRACT NO: 009201501

**MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY,
100% STATE, PE NO: 6110108, CE NO: 2205864,
DP NO: 15425**

CONTRACT NUMBER: 009201501

FEDERAL PROJECT NUMBER: 100% STATE

DP NUMBER: 15425



NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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

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Contract No. 009201501
Middletown Township Monmouth County; 100% State
PE No: 6110108, CE No: 2205864
DP No: 15425

Certificate of Award

Pages 1 to 33 inclusive for General, Road, and Bridge Provisions.

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

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

Payroll Requirements for 100 Percent State Projects.

Americans with Disabilities Act for 100 Percent State Funded Contracts.

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

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

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

1. Soil boring logs of the Leonardo State Marina Confined Disposal Facility (CDF) site.
2. Costal Area Facility Review ACT (CAFRA) Individual Permit; NJDEP File No: 1331-06-0017.2; CAFRA Individual Permit (CAF140001) Project: Leonardo Confined Disposal Facility (CDF), Block: 354 Lot: 1, Middletown Township, Monmouth County; Dated March 9, 2015.

Prevailing Wage Rates for Monmouth County and Statewide.

All additional State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone:609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at
http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html

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

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

New Jersey Department of Transportation Code of Ethics for Vendors

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Proposal Pages 1 to 10

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Public Law 2005, Chapter 51

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Proof of Valid Business Registration with the Division of Revenue

Certificate of Public Works Contractor Registration

Two-Year Chapter 51/ Executive Order 117 Vendor Approval

Approval as to Form

CERTIFICATE OF AWARD-“STATE” FUNDED CONTRACT

PROJECT: Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864, DP No. 15425.

DESIGNATION AND DESCRIPTION OF PROJECT

Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864, DP No. 15425.

(B) CERTIFICATION AS TO PUBLICATION AND NOTICE

In accordance with action taken on **May 06, 2015** by the Commissioner of Transportation in approving plans and specifications for the project described herein, advertisements were placed in compliance with R.S. 27:7-29 for bids to be received on **June 11, 2015**.

Trenton Times	on	05/14/2015, 05/21/2015 & 05/28/2015
Asbury Park Press		05/14/2015, 05/21/2015 & 05/28/2015
The Coast Star		05/14/2015, 05/21/2015 & 05/28/2015

(C) SUMMARY OF BIDS RECEIVED

In compliance with R.S. 27:7-29-30-31 and R.S. 27:7-35.1 et seq., bids were received on **June 11, 2015**. After receipt, all bids were examined for acceptability and accuracy. All bids were corrected when required and ranked as follows:

CONTRACTOR	BID AMOUNT
MOUNT CONSTRUCTION CO., INC. (1)	\$298,296.01
UNION PAVING & CONSTR CO INC (2)	\$458,039.00
TARHEEL ENTERPRISES INC	\$590,000.00
ARLE ASPHALT COMPANY	\$617,713.13
B ANTHONY CONSTRUCTION CORP J/V A. SERVIDONE INC	\$648,575.00
JOSEPH DEFINO TRUCKING CO INC T/A DEFINO CONTRCTING CO	\$715,000.00

Examiner, Bureau of Construction Services:

Quintin Viernes
Name

Principal Engineer
Title

Signature

CERTIFICATE OF AWARD-"STATE" FUNDED CONTRACT

PROJECT: Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864, DP No. 15425.

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

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

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

(E) CERTIFICATION OF CONCURRENCE BY FEDERAL HIGHWAY ADMINISTRATION

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

N/A

Eric Powers, Section Chief, Capital Program Coordination

N/A

Date

(F) STATUS OF FUNDS

Approved as to funds.

Barbara DeLucia - Director of Accounting & Auditing

(G) CERTIFICATE OF AWARD

ACTING

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

MOUNT CONSTRUCTION CO., INC., the lowest responsible bidder.

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

6-24-15
Date

(H) CERTIFICATION OF AWARD

The Contract was awarded to the lowest responsible bidder by the authorized representative of the Commissioner of New Jersey Department of Transportation on 6/24/15

Date

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

AFFIX SEAL

SPECIAL PROVISIONS
CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Pages 1 to 33 inclusive.

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

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

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

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.
5. Notice of Executive Order 125 requirement for posting of winning proposal and contract documents.

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

1. Soil boring logs of the Leonardo State Marina Confined Disposal Facility (CDF) site.
2. Coastal Area Facility Review Act (CAFRA) Individual Permit; NJDEP File No: 1331-06-0017.2; CAFRA Individual Permit (CAF140001) Project: Leonardo Confined Disposal Facility (CDF); Block: 354 Lot: 1 Middletown Township, Monmouth County; Dated March 9, 2015.

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.02 ABBREVIATIONS

THE FOLLOWING TERMS ARE ADDED.

The following abbreviations are used in the contract:

AD	after dredge
AIWW	Atlantic Intracoastal Waterway
CDF	Confined Disposal Facility
BCE	Bureau of Coastal Engineering
BD	before dredge
MHW	Mean High Water
MLW	Mean Low Water
NJICWW	New Jersey Intracoastal Waterway
OMR	Office of Maritime Resources
RE	Resident Engineer
SAV	Submerged Aquatic Vegetation

101.04 INQUIRIES REGARDING THE PROJECT

1. Before Award of Contract.

THE FIRST PARAGRAPH IS CHANGED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

2. After Award of Contract.

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

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

SECOND CRITERIA IS CHANGED TO:

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

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

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

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

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

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

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

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

Available information from sampling and analyses is included as an attachment to these Special Provisions.

3. Existing Plans and As-Built.

Existing Plans and As-builts used are as follows:

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

102.09 PROPOSAL BOND
THE FIFTH PARAGRAPH IS CHANGED TO:

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

102.10 SUBMISSION OF BIDS
THE SECOND PARAGRAPH IS CHANGED TO:

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

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
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TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY

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

102.15 DISQUALIFICATION OF BIDDERS

PART (10) IS CHANGED TO:

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

SECTION 104 – SCOPE OF WORK

104.03.03 Types of Changes

3. Changes in the Character of Work.

a. Differing Site Condition.

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for increased costs resulting from a Type 1 or Type 2 Differing Site Condition as a change in the character of work; however, the Department will not consider making payment for a differing site condition unless the resulting change in cost exceeds \$7,500. Except, if the Contractor incurs cost as the result of multiple differing site conditions, with the cost of each separate differing site condition having a value of at least \$1,500 but not more than \$7,500, the Department will consider making payment for such costs if the aggregate cost of the multiple differing site conditions exceeds \$7,500. If the change in cost exceeds these amounts, the Department will base the modification on the total cost of the change, and the Department will not deduct the threshold amount of \$7,500 from the cost of the change.

104.03.04 Contractual Notice

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

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

104.03.08 Force Account

7. Equipment.

a. Contractor-Owned Equipment.

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PART I IS CHANGED TO:

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

THE FOLLOWING PART IS ADDED:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

10. Subcontractors.

THE SECOND PARAGRAPH IS CHANGED TO:

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

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

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

SECTION 105 – CONTROL OF WORK

THE FOLLOWING IS ADDED:

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.01 Labor and Equipment

1. Labor

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Field Management Personnel - Provide Field Management Personnel to perform the functions of Supervisor, Quality Engineer/Inspector, and Safety/Environmental Engineer/Inspector. The Field Management Personnel are required on-site when this Contract has active on-going work. Field Management Personnel must be available by phone, email, text, or other electronic media during all work periods. Submit the names, contact

information and description of responsibility for Field Management Personnel prior to start of mobilization activities. Provide sufficient supervisory personnel to oversee multiple shifts as appropriate to work schedule.

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

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

105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE NINTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

1. Work Plan

For construction of the CDF site, submit a detailed plan including a detailed breakdown of work activities, equipment to be employed, layout of work, measures to protect adjacent properties and environmentally sensitive areas. List the sequence of excavation and dike construction, the land surveys and activities associated with demobilization and final clean up of the CDF site.

Obtain written approval of the Work Plan from the RE prior to the start of Mobilization.

2. Confined Disposal Facility Control Structure

Submit shop drawings of the Contractor furnished Confined Disposal Facility Control Structure and discharge piping arrangement for approval by the RE. Shop drawings are to be signed and sealed by a Professional Engineer licensed in the State of New Jersey. Include calculations or references to establish the structural capacity of the Confined Disposal Facility Control Structure and the buried discharge pipe to support the anticipated dike loads. Provide calculations that ensure that the total weight of the Confined Disposal Facility Control Structure overcomes any floatation forces when the site is full of water up to the highest elevation of

the structure. Add additional weight with concrete or concrete blocks as determined in the locations shown on the plans.

Obtain written approval of the Confined Disposal Facility Control Structure from the RE prior to the start of final cleanup activities.

3. Timber Structure

Submit shop drawings of the timber structure used to access the confined disposal facility control structure, from the confining berm, for approval by the RE. Shop drawings are to be signed and sealed by a Professional Engineer licensed in the State of New Jersey. Determine overall lengths and span lengths to safely carry crew and equipment necessary to operate the control structure. Provide design calculations that show the structure has sufficient capacity to carry the design loads. Include design calculations that detail post embedment lengths or concrete footings needed to support the structure along with design loads. Provide design calculations that either justify the inclusion or exclusion of structural cross-braces at the bents and/or along the spans.

Obtain written approval of the Timber Structure from the RE prior to the start of final cleanup activities.

TABLE 105.05-1 IS CHANGED TO:

Table 105.05 1 – Working Drawing Submission Category	
Certified	Approved
Work Plan	Confined Disposal Facility Control Structure Timber Structure

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

1. **Certified Working Drawings.** For working drawings requiring certification, include 2 blank blocks directly above the title block. Designate one block for design unit certification, and designate the other block for the Contractor's approval stamp and a signed statement stating that the Contract has not been altered. The Department will require 14 days for review and certification or rejection and return of certified working drawings.

2. **Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 14 days for review and approval or rejection and return of working drawings.

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

The corporations, companies, agencies, or municipalities owning or controlling existing utilities located within the project limits, and the names, titles, address, and telephone number of their local representative are as listed below:

ELECTRIC

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

TELECOMMUNICATION

Verizon-New Jersey, Inc.
Mr. William Z. Moschberger

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Southern FMC
10 Tansboro Road, 2nd Floor
Berlin, NJ 08009
Telephone: 732-357-3034

GAS

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

CABLE TELEVISION

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

WATER

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

SANITARY

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

105.08 ENVIRONMENTAL PROTECTION

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

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

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land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

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

Also, comply with the following:

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

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

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

- a. Coastal Area Facility Review Act (CAFRA) Individual Permit; NJDEP File No: 1331-06-0017.2; CAFRA Individual Permit (CAF140001) Project: Leonardo Confined Disposal Facility (CDF); Block: 354 Lot: 1 Middletown Township, Monmouth County; Dated March 9, 2015.

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

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

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

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

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

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

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

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

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

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

- c) **Hazardous Material.** If evidence of hazardous material not specified in the Contract is discovered, immediately cease construction operations and notify the RE. Do not resume construction operations in that area until the Department provides direction.
- d) **Disposal of Solid Wastes.** Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Conduct all handling and disposal in accordance with Federal, State, and local regulations.
- e) **Disposal of Discarded Materials.** Handle discarded materials other than those that can be included in the solid waste category as directed by the RE.
- f) **Protection of Water Resources.** Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

Oil Spill Prevention - Prevent oil or other hazardous substances from entering the ground, drainage, or local bodies of water. Provide containment, diversionary structures, or equipment to prevent discharged oil from reaching a watercourse. Take immediate action to contain and clean up any spill

of oily substances, petroleum products, and hazardous substances. Immediately report such spills to the RE and appropriate authorities as outlined in the Environmental Protection Plan.

- g) **Protection of Fish and Wildlife Resources.** Keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. List species that require specific attention along with measures for their protection in the Environmental Protection Plan prior to the beginning of construction operations.
- h) **Protection of Air Resources.** Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Perform all activities, equipment, processes and work operations in strict accordance with the applicable air pollution standards of the State of New Jersey and all Federal emission and performance laws and standards.
- i) **Sound Intrusions.** Keep construction activities under surveillance and control to minimize damage to the environment by noise.
- j) **Preservation and Restoration of Landscape.** Restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

THE FOLLOWING SUBSECTION IS ADDED:

105.11 ACCESS TO THE WORKSITE

Access to the work site may be made via the interstate highway system, the Garden State Parkway, Route 35, Route 36, and local streets in the Middletown Township area.

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

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

SECTION 106 – CONTROL OF MATERIAL

106.03 FOREIGN MATERIALS

1. Wholly State-Funded Projects

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

For steel and iron products incorporated into the Project, provide a certification from the manufacturer stating the country where the steel or iron product was melted and manufactured including application of coatings which protect or enhance the value of the material. Ensure that 4 copies of the manufacturer's certification are provided with each delivery of steel and iron products. Retain 1 copy and submit 3 copies to the RE. Ensure that the certification includes, materials description, quantity of material represented by the certification, country of manufacture, and notarized signature of a person having legal authority to bind the supplier. If a Certification of Compliance as specified in 106.07 contains a statement regarding the country of manufacture, a separate certification is not necessary.

106.07 CERTIFICATION OF COMPLIANCE THE ENTIRE TEXT IS CHANGED TO:

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106.07.01 Certification of Compliance

Submit manufacturer's Certifications of Compliance stating that the materials and/or assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department.

Ensure that Manufacturer's Certification of Compliance contains the following information:

1. Project Name.
2. Name of the Contractor.
3. Material description.
4. Quantity of material represented by the certification.
5. Means of identifying the consignment, such as label marking or seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and that representative samples have been sampled and tested.
8. If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract.
9. Signature of a person having legal authority to bind the supplier.
10. Typed or printed name of the person who signed the certification.

Before incorporating the materials into the Project, obtain 3 copies of the manufacturer's Certifications of Compliance for materials, components, and manufactured items that are accepted by certification. Retain 1 copy and submit 2 copies to the RE. With the Certification of Compliance, provide a transmittal identifying the Item for which it is submitted. For products that contain steel or iron, attach additional documents as required by the certification procedures as specified in 106.07.02. The Contractor may submit the Certifications of Compliance electronically to the RE in a scanned document. Include the transmittal and all backup documentation in the scanned document.

The Department has the right to sample and test materials or assemblies accepted on the basis of Certifications of Compliance at any time. The Department will reject materials or assemblies, whether in place or not, if found not to be in conformance with the Contract requirements.

The Department will not make payment for an Item for which material is accepted on the basis of a Certification of Compliance until the RE has received the required Certification of Compliance and has inspected and accepted the material or assembly.

106.07.02 Certification for iron and steel

A. Incidental Steel or Iron Components and Manufactured Products. Incidental steel and iron components such as lifting hooks, tie wire, chairs, nuts, bolts and screws are not required to be certified for compliance with Buy America requirements. For manufactured products that are not made predominantly of steel, the steel components are not required to be certified for compliance with Buy America requirements.

B. Step Certification of Compliance. For products that contain steel or iron components and are not covered in 106.07.02.A or 106.07.02.B, step Certification of Compliance is required to confirm that the item meets the Buy America requirements as specified in 106.03. A step certification is a process under which each handler (e.g., supplier, fabricator, manufacturer, processor, coating facility) of the iron and steel components certifies that the steel and iron components were of domestic origin and that their step in the process was domestically performed.

Every step in the process from melting to coating must be performed in the United States in order for the steel or iron component to be considered domestic and must be documented by step certification. If a domestic source for a steel or iron component cannot be found, submit a request for waiver to the Department. Do not purchase non-domestic steel or iron components without the express written consent of the Department.

Ensure that 3 copies of the Contractor's Certification of Compliance (Form DC-17) and the step Certifications of Compliance are provided for items containing steel or iron. Retain 1 copy and submit 2 copies to the RE. The Contractor may submit the DC-17 and the step certifications electronically in a scanned document.

Ensure that step Certifications of Compliance contain the following information:

1. Name of the Company supplying the material.
2. Name and location of the Company the material was shipped to.

3. Material description.
4. Quantity of material represented by the Certification.
5. Means of identifying the consignment, such as label marking or seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and to the Buy America requirements in 106.03.
8. A statement that all steel or iron components in the material or assembly were "melted and manufactured in the US", unless there is non-domestic steel or iron in the material or assembly.
9. If there is non-domestic steel or iron in the assembly, describe in detail the non-domestic steel or iron material and the quantity. Attach a copy of the Department's approval for the use of non-domestic steel or iron components.
10. Signature of a person having legal authority to bind the supplier.
11. Typed or printed name of the person who signed the certification.

The Department will not make payment for work containing steel or iron materials until the RE has received the required DC-17 and step Certifications of Compliance and has inspected and accepted the material or assembly.

SECTION 107 – LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

THE FOURTH PARAGRAPH IS CHANGED TO:

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

107.09 INDEPENDENT CONTRACTOR

THE ENTIRE SUBSECTION IS CHANGED TO:

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

107.12.01 Satisfying the Notice Requirements

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

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

107.12.02 Steps

3. Step III, Claims Committee.

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING SUBSECTION IS ADDED

107.17 COMMUNICATION WITH THE NEWS MEDIA

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

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

1. Values and Quantities.

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1.

There are no Specialty Items in this Project.

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

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

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

5. Within 10 days of Contract Award, Notify the RE of the proposed starting date for CDF construction operations including equipment arrival and access to the CDF site.

108.06 NIGHT OPERATIONS

2. Visibility Requirements for Workers and Equipment.

THE FIRST PARAGRAPH IS CHANGED TO:

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

108.10 CONTRACT TIME

- A. Complete all work required for Substantial Completion on or before October 5, 2015.
- B. Achieve Completion on or before October 20, 2015.

108.11.01 Extensions to Contract Time

B. Types of Delays.

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1. Excusable, Non-Compensable Delays. Non-Excusable Delays.
THE FOLLOWING IS ADDED:

For work performed by Utilities, delays up to 30 percent of the estimated duration specified in 105.07.02 are considered non-excusable. The duration includes both the advance notice and the completion of the work by the Utility.

For delays caused by Railroads, delays up to 30 percent of the estimated availability specified in 105.07 are considered non-excusable.

2. Excusable, Non-Compensable Delays.

c. Extreme Weather

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

The RE will assess any delay claims due solely to weather and will extend Contract Time for excusable, non-compensable delays due to extreme weather at his sole discretion.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

THE FOLLOWING IS ADDED AFTER THE 2ND PARAGRAPH:

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

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$2,400.
- B. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$ 1,200.

THE FOLLOWING IS ADDED:

When the Contractor may be subjected to more than one rate of liquidated damages established in this Section, the Department will assess liquidated damages at the higher rate.

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will designate Items as Measured Items or as Proposal Items by having a suffix of M or P in the Item number respectively. The Department will measure quantities of Measured Items for payment.

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109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will not make additional or separate payment for work or portion of work unless specifically provided for in the "Measurement and Payment" Subsection.

109.05 ESTIMATES

THE SECOND PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, that:

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

THE TENTH PARAGRAPH IS CHANGED TO:

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

109.06 MATERIALS PAYMENTS AND STORAGE

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

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

109.07 BONDS POSTED IN LIEU OF RETAINAGES

THE FIRST PARAGRAPH IS CHANGED TO:

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

109.09 AUDITS

THE FOLLOWING IS ADDED:

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

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.03.01 Performance Bond and Payment Bond

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Submit the broker's fees, the certified rate schedule, paid invoices and the report of execution for the bond to the RE.

151.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

Item

PERFORMANCE BOND AND PAYMENT BOND

Pay Unit

DOLLAR

SECTION 152 – INSURANCE

152.03.01 Owner's and Contractor's Protective Liability Insurance

A. Policy Requirements.

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better.

B. Types.

3. Owner's and Contractor's Protective Liability Insurance.

THE ENTIRE TEXT IS CHANGED TO:

Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy.

Ensure the policy is endorsed to include per project aggregate.

6. Marine Liability Insurance.

THE ENTIRE TEXT IS CHANGED TO:

If construction operations require the Contractor to use a boat, procure Marine Liability Insurance with a minimum limit of liability in the amount of \$2,000,000 per occurrence. Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
4. Per project aggregate.

Ensure the policy names the State, its officers, employees, and agents as additional insured.

152.03.03 Pollution Liability Insurance

SUBPART 9 IS ADDED TO THE THIRD PARAGRAPH:

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9. Per project aggregate.

152.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS' PAY UNITS ARE REVISED TO:

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

THE LAST PARAGRAPH IS CHANGED TO:

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

SECTION 153 – PROGRESS SCHEDULE

SECTIONS 153.03.01 AND 153.03.02 ARE DELETED IN THEIR ENTIRETY

153.03.03 Bar Chart Progress Schedule and Updates

A. Schedule.

THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

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

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

Prior to commencement of construction operations, submit a fully developed construction schedule within 7 days after Award. Indicate on the bar-chart schedule or equivalent type schedule in detail each construction activity for CDF construction. Assign construction activities in segments or in groups of work not longer than 10 days duration. Assign the duration, man-hour loading, and Contractor's dollar value to each activity. Indicate the work calendar for each activity. Include separately a detailed list of the equipment to be utilized. The format and details of the Bar Chart Progress Schedule must be approved by the RE prior to commencement of any work.

Provide a detailed description of the order of work in the schedules and working drawings submitted to the RE for approval. Perform the work in the order described and as approved by the RE. Changes in the approved order of work must be requested of the RE in writing and receive written approval prior to the change being implemented.

THE FOLLOWING IS ADDED:

If the project falls behind schedule for nonexcusable delays, so that the schedule indicates that the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

SECTION 154 – MOBILIZATION

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154.03.01 Mobilization

THIS SECTION IS REPLACED WITH THE FOLLOWING:

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

The work covered by this section also includes the following:

1. Mobilization, demobilization and relocation of tractors, loaders and any other equipment required to perform the construction of the CDF.
2. Any re-mobilization and demobilization required to meet the schedules in the Federal or State permit conditions encountered by the contractor.
3. Satisfactory submittal of all pre-work submittals

154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING SECTION IS REPLACED WITH THE FOLLOWING:

The Department will make payment for the Item as follows:

Item
MOBILIZATION

Pay Unit
LUMP SUM

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

- 1) 60% of the lump sum price upon completion of the Contractors mobilization at the work site and commencement of actual earthwork operations as determined by the RE.
- 2) Payment of the remaining 40% of the lump sum bid price upon completion of the work.

Mobilization is deemed complete after the first 24 hour period in which the Contractor has satisfactorily received approval for all pre-work submittals and commences actual earthwork operations as determined by the RE.

Should the amount represented by 60% of this bid item "MOBILIZATION" be in excess of that determined to be reasonable by the RE, the Contractor is required to substantiate actual Mobilization costs to the satisfaction of the RE in order to be paid at the first partial payment period. Should it be determined that 60% of this bid item is in excess of actual mobilization costs, the actually substantiated cost amount will be paid at the time of mobilization and the remaining amount of the bid item will be paid with the payment for completion of the work.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office

4. **Communication Equipment.**
 - a. **Telephones.** Provide 1 cordless phone with auto-switching.

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- c. **Cell Phones.** Provide 2 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage, unlimited push-to-talk/ walkie-talkie usage and an anticipated monthly usage of 900 any-time minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:

1. Push to Talk / Walkie-Talkie capable
2. Camera with 2 megapixel picture capability
3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
4. Equipped with a hands-free headset
5. Base charger and car charger

- d. **Computer System.** Provide a computer system meeting the following requirements:

1 computer configuration meeting the following:

1. Equipped with an Intel Premium IV processor with Hyper Threading technology or equal having a clock speed of 3.5 GHz or faster, 4 GB RAM, 512 MB Video RAM, 200 Gigabyte hard drive designated as drive C, one DVD (+/-) Writer Drive, one CD-R Recordable Drive. Ensure the system is USB 2.0 compatible and has at least two front USB ports Include Keyboard, optical mouse and 2 piece desktop speakers.
2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least one wired Ethernet switch.
3. High-speed broad band connection and service with a minimum speed of 3 Megabits per second (mbps) with dynamic IP address for the duration of the project.
4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.
5. 40 Gigabyte or larger external drive with backup software for MS-Windows, and fifteen corresponding formatted data cartridges corresponding to the tape drive size.
6. 1 Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.
7. Uninterruptible power supply (UPS).
8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.
9. 1 Computer workstation, chair, printer stand, and/or table having both appropriate surface and chair height.
10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

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

Also provide:

5 USB 8 GB Flash/Jump memory drives

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

1 color laser printer and supplies as follows:

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

Software as follows:

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

5. Primavera Project Management, latest version
6. Adobe Acrobat Professional, latest version, or compatible software for Scanner

THE THIRD PARAGRAPH IS CHANGED TO:

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

6. Office Equipment. Provide the following:

PART (1) IS CHANGED TO:

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

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

1. Two (2) digital cameras. Such as Canon PowerShot SX20 or approved equal, GPS enabled, integrated flash, auto focus, 12.1 mega pixel, 20x optical zoom, 3.0" LCD screen, USB port and any required accessories, such as adaptors, and battery charging module.
 - i. Two (2) Camera carrying cases
 - ii. Replacement Batteries as requested by the RE
 - iii. Two (2) Sets of 16 GB compatible memory cards

7. Inspection Equipment.

1. 1 Calculator with trigonometric capability
2. 1 Date/ Received stamp and ink pad
3. 1 Cloth tape, 100 feet
4. 1 Illuminated measuring wheel
5. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.
6. 4 Safety garments - orange, reflectorized, 360° high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.
7. 4 Sets of rain gear with reflective sheeting
8. 4 Sets of hearing protection with a NRR rating of 22 dB
9. 4 Sets of eye protection according to ANSI Z87.1
10. 4 Lantern flashlights, 6V with monthly battery replacements
11. 2 Hard Bound Daily Diaries, 5-1/4" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.
12. 25 Legal size hanging folders
13. 25 Legal size manila file folders - three tab

155.03.03 Telephone Service

THE CONTENT OF THIS SUBSECTION IS DELETED

155.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS DELETED:

Item

TELEPHONE SERVICE

Pay Unit

LUMP SUM

THE THIRD PARAGRAPH IS DELETED.

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SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

156.03.05 Nuclear Density Gauge

THE LAST PARAGRAPH IS CHANGED TO:

Provide a nuclear density gauge for the exclusive use of the RE using one of the following methods:

1. Purchase a nuclear density gauge under the Contractor's New Jersey Department of Environmental Protection (NJDEP) License or the Contractors United States Nuclear Regulatory Commission (USNRC) license.
2. Lease a nuclear density gauge from a New Jersey Department of Environmental Protection (NJDEP) or United States Nuclear Regulatory Commission (USNRC) licensed third party on the Department's New Jersey Department of Environmental Protection (NJDEP) License.

The Contractor is barred from purchasing gauges on the Department's New Jersey Department of Environmental Protection (NJDEP) license. Perform calibration and servicing of the gauge, other than routine wipe tests, every 24 months. The RE may direct additional calibrations, when necessary. Supply a replacement gauge for the Department's use during the calibration and servicing period.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 Construction Layout

THE FOURTH PARAGRAPH IS CHANGED TO:

From the monuments, control data and elevations referenced in the Contract plans and specifications, complete the layout of the work and be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract plans. Perform Layout under the direct supervision of a New Jersey Licensed Land Surveyor.

The Project Vertical Datum for CDF Construction is the North American Vertical Datum of 1988. Tidal datum relationships are as shown on the project plan sheets in the "Range of Tide" diagrams and Notes. Survey control is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Furnish such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations referenced in the Contract plans and specifications. Maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor or through its negligence, prior to their authorized removal, the Contractor must promptly restore such marks at no cost to the state. The RE may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

Perform progress surveys of the work in the CDF area to confirm that the work conforms to the lines, grades and typical sections as shown on the Contract Plans, and as directed by the RE.

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

Item
CONSTRUCTION LAYOUT

Pay Unit
DOLLAR

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

Where:

CL = Adjusted payment for CONSTRUCTION LAYOUT.

CL_B = Bid price for CONSTRUCTION LAYOUT.

C_O = Original Contract Price.

C_F = Final Contract Price.

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

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

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

158.03.02 SESC Measures

19. Oil-Only Emergency Spill Kit.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

SECTION 159 – TRAFFIC CONTROL

159.03.02 Traffic Control Devices

1. Construction Signs

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH

Furnish, install and maintain one project sign throughout the project duration. Construct the sign as shown in the Contract Plans. Place the sign at a location as directed by the RE.

SECTION 160 – PRICE ADJUSTMENTS

THE ENTIRE TEXT OF THIS SECTION IS DELETED.

161 – FINAL CLEANUP

161.03.01 Final Cleanup

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Remove all of the Contractor's plant and equipment either for disposal or reuse. Unless otherwise approved, the Contractor will not be permitted to abandon any equipment in the CDF area or other areas adjacent to the worksite.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

THE FOLLOWING IS ADDED:

Dispose of material and debris as specified in 201.03.09.

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE in excess of \$ 25,000.00 until Completion.

SECTION 203 – EMBANKMENT

203.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

This Section also describes the requirements for Confined Disposal Facility (CDF) construction including the furnishing of all labor, materials, and equipment, and performing all excavation, transportation, and placement of all material for the construction of the CDF dikes indicated on the construction plans, and as specified.

203.02.01 MATERIALS

THIS ENTIRE SUBSECTION IS REPLACED WITH THE FOLLOWING:

For dike construction use the existing stockpile of dredged material located on site first, then the material excavated from within the limits of excavation of the CDF (to elevation 6.0 NAVD '88) as shown on the plans.

203.03 CONSTRUCTION

THE FOLLOWING SUBSECTION IS ADDED:

203.03.03 Confined Disposal Facility Construction

Perform construction of the CDF according to the Work Plan approved by the RE. Perform layout of the construction in accordance with Section 157 of these Special Provisions. Install perimeter silt fence prior to any excavation or earth moving.

Construct the CDF dikes to the lines and grades as shown on the plans utilizing existing on-site material. Pay strict attention to the limits of excavation shown on the project drawings. Grade the fill material to produce uniform slopes without undrained pockets, abrupt depressions and lumps.

Construct the dikes in lifts not exceeding six inches (6") thick after compaction and compact dike materials to a density of at least 95 percent of maximum density using equipment as specified in accordance with Section 1002 or other equipment of approved equal compactive effort. Perform general excavation, grading and transport of material from the borrow source to the dike alignment and final grading with equipment of type and size chosen by the contractor.

Determine maximum density according to AASHTO T 99, Method C, including the replacement option. At least 72 hours prior to the start of dike construction, submit laboratory testing results for the maximum density determination to the RE. The RE will determine the compacted density of dikes by taking the average of 5 randomly located

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measurements for each course or at a minimum of each 1.5-foot increment of elevation according to AASHTO T 310 (Direct Transmission Method).

If any individual measurement is less than 90 percent of the maximum density, or the average is less than 95 percent of the maximum density, continue compaction or take corrective action until the RE verifies that the required density is achieved.

Prior to start of any clearing and grading work, stake out construction limits and perform an inspection of the site with the RE to ensure correct proposed locations of the primary construction features, protective measures and soil erosion devices. Maintain temporary erosion control measures during the entire construction operation.

The Contractor is responsible for maintaining the structural integrity of the CDF dikes throughout construction.

203.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

Item

Pay Unit

CONFINED DISPOSAL FACILITY CONSTRUCTION

CUBIC YARD

Conduct quantity surveys with an independent surveyor, and use the data derived from these surveys in computing the quantities of work performed for the actual construction completed for the bid item Confined Disposal Facility Construction. Compute pay units by comparison of the survey of the existing ground levels to the survey of the constructed dikes, minus any deductions for material outside the payment tolerances as described in this section.

Employ an independent registered land surveyor licensed in the State of New Jersey, and experienced in land surveying. Surveyor to perform surveys required for this bid item with equipment and personnel completely independent from the Contractor's forces. Conduct surveys in accordance with U.S. Army Corps of Engineers Engineer Manual, EM 1110-1-1005, CONTROL AND TOPOGRAPHIC SURVEYING. Reference surveys to New Jersey State Plane Grid Coordinate System 1983 North American Datum 1983 (NAD '83) and North American Vertical Datum 1988 (NAVD '88). The survey control data are included in the plans.

Survey the existing ground levels prior to any disturbances in accordance with these Special Provisions. Survey final CDF construction conditions at the direction of the RE. Conduct the original and final surveys under the review of the RE, unless directed otherwise. Make all computations necessary to compute the quantities of material placed in each 50 foot section of embankment.

Survey cross sections at a minimum of 50-foot intervals along the dike centerline with surveyed points spaced not more than 10 feet apart, at any break in slope, and sufficient additional points as necessary to accurately represent the placed material. Extend survey points a minimum of 25 feet beyond the embankment template.

Volumes of material placed outside of a vertical tolerance of plus or minus 0.5 feet (measured vertically) of the lines and grades shown on the plans will not be considered for payment.

The RE may conduct independent surveys at its discretion.

Provide the following deliverables signed and sealed by a New Jersey Licensed Professional Land Surveyor for use in determining CDF Construction pay volumes:

1. A topographic map showing spot elevations and contours at a minimum of 1' intervals in NAVD '88 vertical datum for the existing pre-construction condition.

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2. A topographic map showing spot elevations and contours at a minimum of 1' intervals in NAVD '88 vertical datum for the completed CDF post-construction conditions.
3. Plotted cross-sections showing pre-existing ground lines and post-construction grade lines with cut/fill end areas shown and labeled with computed areas in square feet.
4. A plan showing the method of cross-sections with locations of each section and scheme of matchlines between sections.
5. A report containing calculations of the CDF volumes using the average end area method.

The pay quantity is for the amount of embankment needed to construct the dikes to the lines and grades shown on the plans. It is measured between the existing ground and the finished grade of the dikes above the existing ground.

DIVISION 500 – STRUCTURES

SECTION 510 – TIMBER STRUCTURES

510.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This Section also describes the requirements for constructing a timber structure as a means of access to the confined disposal facility control structure.

510.02 MATERIALS

THE FOLLOWING IS ADDED:

510.02.01 Materials

THE FIRST SENTENCE IS CHANGED TO:

Provide materials as specified and shown on the plans:

THE FOLLOWING MATERIALS ARE ADDED TO THE LIST IN SECTION 510.02:

Steel Bolting Materials.....908.01.01, 908.01.02

510.03 CONSTRUCTION

THE FOLLOWING SUBSECTIONS ARE ADDED:

510.03.01 Timber Structures

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND CHANGED TO:

Furnish and install the timber structure for use as a means of access to the confined disposal facility control structure meeting the dimensions and the requirements shown on the Plans. Design the structure for a minimum service life of 15 years. Provide detailed shop drawings and calculations signed and sealed by a licensed Professional Engineer in the State of New Jersey.

Provide shop drawings for approval, signed and sealed by a licensed Professional Engineer in the state of New Jersey including, but not limited to the following: complete plans and design criteria with detailed specifications and calculations, design and details for connection to the foundations, if foundations are determined to be necessary, and complete detailed drawings for erection and installation.

Fabricate the structures using the material specified in Section 915.04 and in table 915.05-3 in the Standard Specifications. Use timber that is sound and suitable for the intended use. Limit timber containing loose or open knots to no more than 10% of the material used. Limit surfaces displaying planer skips or saw marks after dressing to no more than 10% of exposed faces. Edges may be rounded, sanded, or edge-shaped free of splinters.

Install the structure using a competent supervisor in the construction trades and according to the approved shop drawings. Provide proficient construction practices and procedures. Set posts plumb within a tolerance of 1/8" per foot. Secure and protect the structure's materials upon arrival at the destination. Allow the Resident Engineer to inspect all materials for appropriate condition prior to accepting the materials. Submit an association inspection certificate issued by the association whose grading rules govern the species of timber selected. Timber that is "Grade Marked" will be accepted in lieu of the inspection certificate.

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510.04 METHOD OF MEASUREMENT
THIS SUBSECTION HEADING IS CHANGED TO:

510.04 MEASUREMENT AND PAYMENT

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.02 MATERIALS

THE FOLLOWING IS ADDED:

Provide materials as specified:

Ductile Iron Pipe.....909.02.08

601.03 CONSTRUCTION

E. Joining Pipe.

THE FOLLOWING IS ADDED:

Join ductile iron pipes according to the manufacturer's recommendations. Cut ductile iron pipes according to the manufacturer's recommendations. Ensure ductile iron pipe cuts are clean and square.

601.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

Item

18" DUCTILE IRON PIPE

Pay Unit

LINEAR FOOT

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

THE SECOND SENTENCE IN THIS SECTION IS CHANGED TO:

This Section also describes the requirements for constructing a confined disposal facility control structure and confined disposal facility control structure access.

602.02 MATERIALS

602.02.01 Materials

THE FIRST SENTENCE IS CHANGED TO:

Provide materials as specified and shown on the plans:

THE FOLLOWING MATERIALS ARE ADDED TO THE LIST:

Structural Steel.....906.01
Steel Bolting Materials.....908.01.01, 908.01.02
Timber and Timber Treatment.....915.04, 915.05-3

602.03 CONSTRUCTION

THE FOLLOWING SUBSECTIONS ARE ADDED:

602.03.09 Confined Disposal Facility Control Structure

Construct the confined disposal facility control structure and discharge piping arrangement in accordance with the approved working drawings and as shown on the Plans. Ensure the confined disposal facility control structure has the structural capacity to withstand the design loads expected when the CDF is full of dredge slurry up to the highest elevation of the structure. Ensure that the buried discharge pipe can support the anticipated dike and construction loadings. The total weight of the confined disposal facility control structure must overcome any floatation forces and remain stationary when the site is full of water up to the highest elevation of the structure. Add additional weight with concrete or concrete blocks as determined in the locations shown on the plans.

Obtain written approval of the confined disposal facility control structure from the RE prior to the start of final cleanup activities.

602.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
CONFINED DISPOSAL FACILITY CONTROL STRUCTURE	UNIT

SECTION 603 – SLOPE AND CHANNEL PROTECTION

603.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This Section describes the requirements of furnishing, constructing and installing outfall scour holes.

603.02 MATERIALS

603.02.01 Materials

THE FOLLOWING IS ADDED:

Coarse Aggregate (No. 57).....	901.03
Riprap Stones (D ₅₀ =6")	901.08
Geotextile	919.01

603.03 CONSTRUCTION

THE FOLLOWING SUBPART IS ADDED:

603.03.05 Outfall Scour Hole

Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Install the geotextile. If sections of geotextile need to be joined, overlap the sections a minimum of 18 inches. Permanently cover the geotextile within 48 hours of placement. Place and grade coarse aggregate without damaging the geotextile. Install the rip rap stone according to construction details.

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603.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

Item Pay	Unit
OUTFALL SCOUR HOLE.....	SQUARE YARD

THE FOLLOWING IS ADDED TO THIS SECTION:

The Department will measure the quantity of OUTFALL SCOUR HOLE by measuring the surface area of the installed rip rap stone.

SECTION 605 – FENCE

605.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

The work also covered by this section consists of furnishing all labor, materials and equipment, and performing all operations required for the erection of sand fence, as specified herein.

References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM INTERNATIONAL (ASTM)
ASTM F537

(2001; R2007) Standard Specification for Design, Fabrication, and
Installation of Fences Constructed of Wood and Related Materials
(2009a) Standard Specification for Zinc-Coated (Galvanized)
Carbon Steel Wire

ASTM A641/A641M

605.02 MATERIALS

THE FOLLOWING IS ADDED:

Provide materials as specified:

Sand Fence.....913.02.04

605.03 CONSTRUCTION

THE FOLLOWING SUBSECTION IS ADDED:

605.03.05 Sand Fence

Delivery, Storage, and Handling

Deliver products to the project site in undamaged condition.

Storage

Store products out of contact with the ground, and protect against damage.

Handling

Do not drop or dump materials from vehicles.

Construction

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Immediately after completion of the CDF, erect the sand fence at the location shown on the Plans. Set posts and pickets/slats vertical. If debris is encountered when excavating to install posts, excavate at an adjacent location. Set posts plumb, in proper alignment, at intervals not exceeding 10 feet, and place so that the top of the post is even with the top of the pickets/slats. Moisten backfill to optimum condition and compact with hand tampers. Set the posts such that the number of protrusions, i.e. knots, are minimized on the side to which the fence is to be attached. Place the sand fence on alternating sides of the posts and attach by pulling fence taut and securely wrapping with minimum fourteen (14) gauge galvanized wire around fence post and picket. Twist wire ends together to secure fence picket to post at each of the post locations. Splice fence by overlapping a minimum of two pickets/slats and wrapping with wire at each of the locations as the fence picket bindings and twisting ends securely. Tuck wire ends in at all locations to prevent injury to workers and the public. Attach warning signs at maximum fifty foot (50') intervals with minimum fourteen (14) gauge galvanized wire with the top of the warning sign six inches (6") below the top of the fence.

605.04 MEASUREMENT AND PAYMENT
THE FOLLOWING ITEM IS ADDED:

Item
SAND FENCE

Pay Unit
LINEAR FOOT

DIVISION 900 – MATERIALS

SECTION 913 – GUIDE RAIL, FENCE, AND RAILING

THE FOLLOWING SUBSECTION IS ADDED:

913.02.04 Sand Fence

1. **Sand Fence.** Use ASTM F537, Type III, wire-bound wood picket fence. Use pickets/slats of No. 1 White Cedar, Aspen, Douglas Fir or Spruce, minimum 0.375 inches thick, 1.5 inches wide, 48 inches long, square cut both ends, substantially free from excessive wane, knots, short pickets/slats and unsquare ends. Use fence free of decay, broken wire, and missing or broken pickets/slats. Use a minimum 12.5 gauge galvanized wire for fence binding wire. Stretch fence weaving to ensure the pickets/slats are tightly bound by the wire. Furnish fence in unpainted fifty (50)-foot minimum lengths.
2. **Fence Posts.** Use fence posts that are a minimum of 3-inch diameter of cedar wood, and of a length as shown on the drawings, free of large knots and structural defects.
3. **Post Binding Wire.** Use ASTM A641/A641M, soft temper, galvanized, 14 gauge minimum wire for attaching the fence to the posts.
4. **Warning Signs.** For warning signs indicating that the area is off limits to the public use eighteen inch by 10 inch (18" x 10") rectangular galvanized steel, 18 gauge, with painted orange background and painted black one inch (1") letters stating in the first line "NJDOT WORK SITE" and in the second line "NO ACCESS". Drill four one-eighth inch (1/8") holes located at the four sign corners on the eighteen inch lengths at distances one-half inch (1/2") from the top and bottom edges and one inch (1") from each ten inch (10") side edge to accommodate the attachment wires.

STATE ATTACHMENT NO. 1

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

I. GENERAL

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

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

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

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

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

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

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

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

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

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

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

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

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

established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

this chapter. However a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.

- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above whenever vacancies occur. At the request of the Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Department of Labor and Workforce Development, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.

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

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

The Contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at:

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

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

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

IV. DISSEMINATION OF POLICY

- A. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

V. RECRUITMENT

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

VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS

June 2014
April 2012
August 2011
November 2009
Interim Revision - March 2009
January 2007

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

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

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

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

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

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

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

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

VII. PERSONNEL ACTIONS

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

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

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

VIII. TRAINING AND PROMOTION

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

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

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

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

IX. UNIONS

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

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

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

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

X. SUBCONTRACTING

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

XI. RECORDS AND REPORTS

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

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

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

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

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

1. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
2. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
 - a) Investigatory activities and findings.
 - b) Dates and parties involved and activities involved in resolving the complaint.
 - c) Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
 - d) A signed copy of resolution of complaint by complainant and Contractor.

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

STATE ATTACHMENT NO. 2

PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

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

STATE ATTACHMENT NO. 3

AMERICANS WITH DISABILITIES ACT 100% STATE FUNDED CONTRACTS

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

STATE ATTACHMENT NO. 4

SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT 100% STATE-FUNDED CONTRACTS

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

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

II. POLICY

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

III. CONTRACTOR'S SMALL BUSINESS OBLIGATION

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

IV. COMPLIANCE

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

V. SMALL BUSINESS GOALS FOR THIS PROJECT

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

- A. This project includes a goal of awarding 0.0 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES**.
- B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.
- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.

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

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

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

VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS

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

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

VIII. REASONABLE OUTREACH EFFORTS

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

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

IX. ADMINISTRATIVE RECONSIDERATION

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

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

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

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

XI. CONSENT BY DEPARTMENT TO SUBLETTING

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

XII. CONCILIATION

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

XIII. DOCUMENTATION

A. Records and Reports

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

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

XIV. PAYMENT TO SUBCONTRACTORS

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

XV. SANCTIONS

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

STATE ATTACHMENT NO. 5

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

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

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

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

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

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

BORING LOGS FOR THIS CONTRACT ARE NOT REPRINTED HERE DUE TO
SIZE



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY

P.O. Box 420

MAIL CODE #401-06C

TRENTON, NEW JERSEY 08625-0420

(609) 292-1250

FAX: (609) 777-1914

CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

BOB MARTIN

Commissioner

March 9, 2015

Genevieve Clifton, Manager
NJDOT Office of Maritime Resources
1035 Parkway Avenue
P.O. Box 600
Trenton, NJ 08625

RE: NJDEP File No: 1331-06-0017.2
CAFRA Individual Permit (CAF140001)
Project: Leonardo Confined Disposal Facility (CDF)
Block: 354 Lot: 1
Middletown Township, Monmouth County

Dear Ms. Clifton:

Enclosed, please find an approved construction permit. Please read the permit and its terms and Conditions carefully. If you consider yourself aggrieved by our decision regarding your application, you may request a hearing by completing the requirements of the attached *administrative hearing request checklist and tracking form*. Unless you request a hearing to contest this permit or its conditions, you have accepted its terms and conditions.

You are required to keep a copy of your permit and the approved drawings at the construction site for the duration of the project. Failure to do so is a violation of the permit.

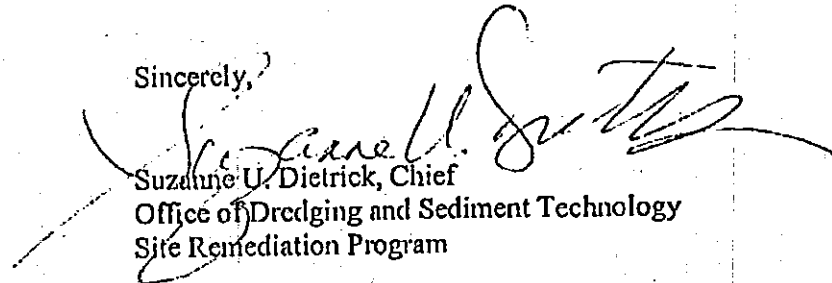
If you are required to record a Grant of Conservation Restriction/Easement, you must present the Department with proof that you have recorded it within ninety (90) days of issuance of this permit. You may NOT COMMENCE CONSTRUCTION until you have properly recorded the Division of Land Use Regulation approved Grant of Conservation Restriction/Easement documents and fulfilled the pre-construction conditions of this permit.

If a tidelands grant, lease or license is required as a condition of this permit, you may not begin construction until the Bureau of Tidelands Management has delivered the necessary conveyances. Construction prior to the receipt of the necessary conveyances is in violation of State law and will subject you to fines up to \$1,000.00 plus \$100.00 per day. Furthermore, the cost for the tidelands instrument may be higher since the property claimed will be appraised as improved property. You may be required to remove any unauthorized structures placed in tidelands claimed areas.

Attached is the NJDEP's Response to Comments document addressing comments received during the review of the permit application.

Please do not hesitate to contact the Office's project manager, listed on the first page of the permit, to discuss any concerns or questions you may have. Thank you for working with the staff of the Office to protect our state's natural resources.

Sincerely,



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

c: Tammy Miller, Coastal and Land Use Compliance and Enforcement, Toms River Office
Middletown Township Municipal Clerk
NY Army Corps of Engineers
Bureau of Tidelands Management
Joseph Lopresti, 45 Florence Avenue, Leonardo, NJ 07737
Frank Gonzalez, 123 Concord Avenue, Leonardo, NJ 07737

ADJUDICATORY HEARING REQUEST CHECKLIST AND TRACKING FORM

I. Permit Being Appealed:

Facility Name _____

Issuance Date of Final Permit Decision _____

Permit Number _____

II. Person Requesting Hearing:

Name/Organization _____

Name of Attorney (if applicable) _____

Address _____

Address of Attorney _____

Telephone Number _____

Telephone Number of Attorney _____

III. Please include the following information as part of your request:

- A. The date the permittee received the permit;
- B. A copy of the Denial of Permit and a list of all issues being appealed;
- C. The legal and factual questions at issue;
- D. A statement as to whether you raised each legal and factual issue during the public comment period;
- E. An estimate of the amount of time required for the hearing;
- G. A request, if necessary, for a barrier-free hearing location for disabled persons;
- H. A clear indication of any willingness to negotiate a settlement with the Department prior to the Department's processing of your hearing request to the Office of Administrative Law; and
- I. This form, completed, signed and dated with all of the information listed above, including attachments, to:

- 1. Office of Legal Affairs
ATTENTION: Adjudicatory Hearing Requests
Department of Environmental Protection
401 East State Street
PO Box 402, Trenton, New Jersey 08625-0402
- 2. Suzanne Dietrick, Chief
Office of Dredging and Sediment Technology
401 East State Street
PO Box 028, Trenton, New Jersey 08625-0029
- 3. Any other person named on the permit (if you are a permittee under that permit).
- 4. The permittee(s) (if you are a person seeking consideration as a party to the action).

IV. Signature: _____

Date: _____

PROJECT COMPLETION REPORT

This Project Completion Report must be mailed or faxed to the proper address below. Please circle the appropriate permit type(s).

Please mail notice of completion of projects authorized under a Freshwater Wetlands Individual, General Permit or Transition Area Waiver, Major or Minor Stream Encroachment Permit, or Highlands Approval to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
P.O. Box 422
Trenton, NJ 08625-0422
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (609) 633-6798

Please mail notice of completion of projects authorized under an Individual CAFRA or Waterfront Development Permit or Coastal General Permit to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
1510 Hooper Avenue
Toms River, NJ 08753
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (732) 255-0877

Permit Information

Project Manager: _____

Permit Number(s): _____

Date of Completion: _____

The undersigned hereby certifies that all activities approved by the Department within the above referenced permit/s have been constructed and completed in accordance with the plans approved therein, that said project is in compliance with all terms and conditions of the permit, and that any unauthorized encroachments have been removed.

Engineer's Signature and Seal: _____

New Jersey License Number: _____

Date: _____

CONSTRUCTION REPORT

This Project Commencement Report must be mailed or faxed to the proper address below. Please circle the appropriate permit type(s).

Please mail notice of commencement of projects authorized under a **Freshwater Wetlands Individual, General Permit or Transition Area Waiver, Major or Minor Stream Encroachment Permit, or Highlands Approval** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
P.O. Box 422
Trenton, NJ 08625-0422
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (609) 633-6798

Please mail notice of commencement of projects authorized under an **Individual CAFRA or Waterfront Development Permit or Coastal General Permit** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
1510 Hooper Avenue
Toms River, NJ 08753
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (732) 255-0877

Permit Information

Project Manager: _____

Permit Number(s): _____

Date of Commencement: _____

I hereby give notice that construction will begin on the above noted project on the date stated above (must give at least 7 days notice). Also, as required by the permit, a copy of the above referenced permit(s) along with all approved drawings shall be available for inspection at the project site throughout construction.

Engineer's Signature and Seal: _____

New Jersey License Number: _____


Date: _____



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION
P.O. Box 439, Trenton, New Jersey 08625-0439
Fax: (609) 777-3656 or (609) 292-8115
www.state.nj.us/dep/landuse

PERMIT



<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date 3/9/2015
		Expiration Date 3/8/2020
Permit Number(s) 1331-06-0017.2 CAF140001	Type of Approval(s) CAFRA Individual Permit	Enabling Statute(s) N.J.S.A. 13:19 CAFRA
Applicant: NJDOT-OMR 1035 Parkway Avenue Trenton, NJ 08625		Site Location: Leonardo CDF Concord Avenue Block: 354 Lot: 1 Municipality: Middletown County: Monmouth
<p>Description of Authorized Activities</p> <p>Construct a Confined Disposal Facility (CDF) with a capacity of approximately 33,000 cubic yards adjacent to the Leonardo Marina along with an approximately 480 foot long access road (15 feet wide).</p> <p>The proposed project is shown on the following plans (signed and sealed by Michael Marano NJPE#24GE04087500:</p> <p>"Maintenance Dredging and Channel Improvements for Leonardo State Marina Channel Contract No. 009201406 Leonardo Confined Disposal Facility (CDF) Site", Sheet 1 of 2, dated September 2014</p> <p>"Maintenance Dredging and Channel Improvements for Leonardo State Marina Channel Contract No. 009201406 Details", Sheet 2 of 2, dated September 2014</p>		
Prepared by  Jeff Them Principal Environmental Engineer		Received or Recorded by County Clerk
<p>THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH IN THIS PERMIT.</p>		
<p>This permit is not valid unless authorizing signature appears on the last page.</p>		

CONDITIONS APPLICABLE TO ALL LAND USE PERMITS:

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

8. This permit does not convey any property rights of any sort, or any exclusive privilege;

9. A copy of the permit and other authorizing documents including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents immediately upon request.

i. The permittee shall also furnish to the Department within a reasonable time any information that the Department requests to determine compliance with this permit or to determine whether cause exists for suspension or termination of this permit; and

ii. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by the permit;

10. The permittee shall allow an authorized representative of the Department, upon notification under current rule and upon the presentation of credentials, to:

i. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;

ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and

iii. Inspect at reasonable times any facilities, equipment, practices or operations regulated or required under the permit. Failure to allow reasonable access under this section shall be considered a violation of this chapter and subject the permittee to enforcement action;

iv. Sample or monitor at reasonable times for the purposes of assuring compliance with applicable rules;

11. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department;

12. The permittee shall provide reports to the Department as follows:

i. Monitoring results shall be reported at the intervals specified elsewhere in this permit;

ii. The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. In addition, the permittee shall report all noncompliance to Bureau of Coastal and Land Use Compliance and Enforcement, 401 E. State Street, 4th Floor, P.O. Box 422, Mail Code: 401-04C, Trenton, NJ 08625, in writing within five business days of the time the permittee becomes aware of the noncompliance. The written notice shall include: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter;

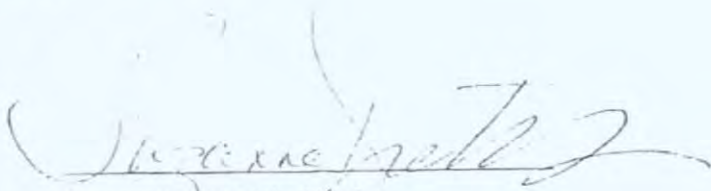
iii. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information;

13. Development which requires soil disturbance, the creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3 through 1.14. and must obtain any required approvals from the local Soil Conservation District;

14. If any condition or this permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect the public interest;
15. This permit is not transferable to any person unless the transfer is approved by the Department;
16. The permittee must obtain any and all other Federal, State and/or local approvals. Authorization to undertake a regulated activity under these rules does not indicate that the activity also meets the requirements of any other rule, plan or ordinance. It is the applicant's responsibility to obtain all necessary approvals for a proposed project;
17. While the regulated activities are being undertaken, neither the permittee nor its agents shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee and/or its agents shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary;
18. All excavated material and dredged spoils shall be disposed of in a lawful manner. (For example, it should be placed outside of any flood hazard area, riparian zone, regulated water, freshwater/coastal wetlands and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area);
19. This permit or Verification shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Department immediately thereafter.
20. All sediment barriers and other soil control measures shall be installed prior to commencing any clearing, grading or construction on-site, and shall be maintained in proper working condition throughout the entire duration of the project.
21. Permittee shall minimize vegetation disturbance, especially the southern border of the CDF that buffers the CDF from the residential community.
22. The permittee shall use best management practices during construction activities to minimize impacts to wetlands, transition areas, and/or State open waters.

DATE

3/9/15


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



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Dredging and Sediment Technology
P.O. Box 420
Mail Code #401-06C
Trenton, NJ 08625-0420

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

**RESPONSE TO COMMENTS – Leonardo Confined Disposal Facility CAFRA Permit
#1331-06-0017.2**

Comments from Frank Gonzalez, 123 Concord Avenue, Leonardo, Monmouth
County:

1. Dredge material will be delivered and removed via heavy construction trucks which will damage the community roads and disrupt the community serenity

Response: Equipment will be used to construct the CDF via an access road near the shoreline and away from the residential community. This construction is expected to take 2-3 months. The NJDOT/OMR is planning to initially use the CDF to hold dredging material from the adjacent Leonardo Marina. The dredged material will be hydraulically dredged and therefore material will be disposed in the CDF via a pipe and not via trucks. NJDOT/OMR is planning to conduct the dredging of the Leonardo Marina sometime in the fall of 2015 (please note that a separate permit from NJDEP will be necessary for the dredging of Leonardo Marina). This material will be allowed to dewater in the CDF and would only be allowed to be removed from the CDF once an acceptable receiving site had been located and approved by the NJDEP, either through the NJDEP dredging permit or a modification of that dredging permit.

Please note that the NJDOT/OMR may choose to allow the dredged material to remain in the CDF until such time that another round of dredging for the Leonardo Marina is warranted to ensure safe navigation. Based on historical data, the marina is not likely to require dredging at intervals less than 5-8 years, although a significant weather event may necessitate additional dredging. Given the relatively small size of the CDF with respect to other NJDOT/OMR CDFs in the region, it is unlikely that dredged material from other locations would be placed in this CDF until material from the initial Leonardo Marina dredging job is removed. It is estimated that it would take 22 days to empty the CDF of dredged material associated with the proposed Leonardo Marina dredging project.

2. The CDF will cause real estate values to decrease substantially.

Response: The CDF is necessary to provide a storage and dewatering location for dredged material from the Leonardo Marina. Without dredging, the Leonardo Marina will not have sufficient depth for recreational boating in the Leonardo community which will negatively affect real estate values in the community.

RESPONSE TO COMMENTS – Leonardo Confined Disposal Facility CAFRA Permit
#1331-06-0017.2

3. The CDF will be used as a "Regional CDF" for constant projects.

Response: As noted in response to comment #1, the Leonardo CDF is a relatively small CDF in contrast to NJDOT CDFs in Keansburg or Belford. These larger CDFs are not used for constant projects. The Leonardo CDF's primary function is for use in dredging the adjacent Leonardo Marina, a marina that is expected to be dredged approximately every 5 to 8 years.

4. Heavy Duty equipment will be a constant eye-sore and create unacceptable noise.

Response: As noted in response to comments #1 & 3, the CDF will not be used for constant projects and upon completion of the CDF, the use of construction equipment at the CDF to prepare the CDF to receive dredged material from the Leonardo Marina will occur approximately every 5-8 years given the expected dredging cycle. Any placement of dredged material outside of the Leonardo Marina would require approval from NJDEP.

Comment from Joseph Lopresti, 45 Florence Avenue, Leonardo, Monmouth County:

In the best interest of the water front community of Leonardo, we feel your office should strongly consider against permitting the DOT to continue to destroy our community for the benefit of the deep water traffic. The existing CDF's, 5 in total around the area is another example of flawed permitting to allow these in residential areas. This is a classic DOT approach of clustering 6 CDF's where families live and play feet away. The people of Leonardo are clearly being discriminated against because we choose to live by the water.

Response: The dredging of the Leonardo Marina will allow individual boat owners in the Leonardo community to continue to access and enjoy the water. In order to hydraulically dredge the marina, a nearby confined disposal facility is necessary to adequately store and dewater the dredged material. The location of NJDOT CDFs in the Bayshore region is necessary to allow for safe navigation of New Jersey's state channels and marinas. The proposed CDF is a compatible use given the need to dredge the Leonardo Marina.

You have successfully completed your Prevailing Wage Rate Determination Request.

OFFICIAL WAGE RATE DETERMINATION

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

[MONMOUTH , STATE WIDE RATES](#)

After you write or print the confirmation number, you may "read" the Official Wage Determination that you requested (this will be opened with the Acrobat Reader).

Once you view the Wage Determination, you may save it to your local disk drive (using the floppy disk icon) or print it on a local printer.

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

Your confirmation number is 060078.

Print

Close Window

IP ADDRESS: 160.93.151.119

Confirmation Number: 060078

DATE OF REQUEST: JUL 16 2015 09:48:04

PUBLIC BODY (OWNER) WHO WILL BE AWARDING CONTRACT:

Name: NJDOT

FEIN: 000000000

Address: 1035 PARKWAY AVENUE

City: TRENTON

State: NJ

Zip Code: 08625

Project Number: DP 15425

REQUESTING OFFICER:

Officer Name: ETORIA HIGHSMITH

Title: TECHNICAL ASSISTANT 1 PURCHASING

FEIN: 000000000

Company Name: NJDOT

Address: 1035 PARKWAY AVENUE

City: TRENTON

State: NJ

Zip Code: 08625

Phone Number: 609-530-2107 Ext.

Email Address:

Proposed Advertising Date: 14-MAY-15

Estimated Value of Contract: \$0

OFFICER WHO WILL RECEIVE CERTIFIED PAYROLL:

Name: AMADEO MIRO

Company Name: NJDOT
Address: 1035 PARKWAY AVENUE
City: TRENTON
State: NJ
Zip Code: 08625

DESCRIPTION OF WORK:
CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY CONTRACT NO. 009201501, TOWNSHIP
OF MIDDLETOWN, MONMOUTH COUNTY

LOCATION:
Address:
City: MIDDLETOWN TOWNSHIP

Counties: MONMOUTH,

NEW JERSEY DEPARTMENT OF LABOR PREVAILING WAGE RATE DETERMINATION

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

KEY TO ABBREVIATIONS:

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

FRINGE BENEFITS:

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

ASTERISK:

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

NOTE:

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



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

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

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

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

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

Owner-Department Agency: _____

Description of Work: _____

Location where work will be performed: _____

Municipality: _____ County: _____ Value of Contract: _____

Certified Payroll Official: _____

Contractors: _____

Date job to start (or started): _____



State of New Jersey

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

June 30, 2015

LISTED CONTRACTORS AND SUBCONTRACTORS


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

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

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

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

Allied Construction LLC.
Allied Construction Management, LLC
Alfred Sciubba, Managing Member

 MCM Industries LLC
same

Denise Mautone, Member
Anna Mautone, Member
Lisa Mautone, Member

American Air Systems Group
Thomas O'Connell, President

American Eagle Contractor, Inc.
Agustin Zuniga, President


American Welding Services
American Welding Services, Inc.
Brian O'Shea, Owner

Anchorage Construction Corp.
Lauren Campanella, President
Andre Campanella, Vice-President

Anew Fence & Railings
Donald Eastmond, Owner

Area Fuel
Paul Grillo, Owner
Paul Grillo, Owner

Arteo Contracting & Development
Arteo Contracting & Development, Inc.
Peter Santos, President

 B & B Atlantic LLC
Florian Dobre, Partner

Barzzini Construction
John Sorrentino, Owner

BCA Trucking LLC

BCA Trucking, LLC
David Bastos, Managing Member


Becbi Contracting LLC (EBA Painters)
Becbi Contracting LLC
Rony Barahona, Member

Beckett Enterprises, Inc.
Wesley J. Beckett Jr., President

Blue Skies Electric L.L.C.
Scott Frasca, Manager
Rachel Frasca, Owner

BP Enterprises, Inc.
Branson Pickney, Owner

Brian Patterson Mechanical Contracting, Inc.
Brian Patterson, President

 Brothers Landscaping
L. Brothers Inc.
Brad J. Moini, President

100 Dobbs Lane, Suite 102, Cherry Hill, NJ 08034

3 Chadwick Drive, Voorhees Twp., NJ 08043
P.O. Box-760, Holmdel, NJ 07733

18A South Bears Street, Holmdel, NJ 07733
88 Stilwell Road, Holmdel, NJ 07733
25 Roberts Road, Holmdel, NJ 07733

10 Franklin Avenue, Edison, NJ 08837
499 Grace Hill Road, Monroe Twp, NJ 08837

420 Broadway, Long Branch, NJ 07740
420 Broadway, Long Branch, NJ 07740

1041 Glassboro Rd D-2, Williamstown, NJ 08094
1041 Glassboro Rd. D-2, Williamstown, NJ 08094

95 Wall Street, Suite 506, New York City, NY 10005
948 Sinclair Avenue, Staten Island, NY 10309
948 Sinclair Ave, Staten Island, NY 10309

292 Church Street, Aberdeen, NJ 07747
292 Church Street, Aberdeen, NJ 07747

207 Butler Ave, Staten Island, NY 10307
207 Butler Ave, St. Island, NY
207 Butlerr Ave, Staten Island, NY 10307

35 Elmwood Ave, Unit 2B, Union, NJ 07083
35 Elmwood Ave, Unit 2B, Union, NJ 07083

526 Sheridan Ave., Roselle, NJ 07203
526 Sheridan Ave, Roselle, NJ 07203

65 Fern St, Browns Mills, NJ 08015
65 Fern St, Browns Mills, NJ 08015

10 Pleasant Place, Kearny, NJ 07032
P.O. Box 5806, Newark, NJ 07105
10 Pleasant Place, Kearny, NJ 07032

549 Summit Ave, Maplewood, NJ 07470
549 Summit Ave, Maplewood, NJ 07040

P.O. Box 334, Malaga, NJ 08328
110 Oak Avenue, Malaga, NJ 08328

326 Coles Mill Road, Williamstown, NJ 08094
326 Coles Mill Road, Williamstown, NJ 08094
326 Coles Mill Road, Williamstown, NJ 08094

408 West 129th Street, Apt. 7, New York City, NY 10027
408 West 129th Street, Apt. 7, New York, NY 10027

5 Cindy Lane, Ocean, NJ 07712
11 Arlene Drive, West Long Branch, NJ 07764

169 Robertsville Rd., Freehold, NJ 07728
101 Buttonwood Lane, Freehold, NJ 07728

10/21/2016

08/04/2016

10/01/2015

08/11/2017

07/09/2017

02/06/2016

09/16/2015

02/17/2018

08/26/2016

12/01/2016

09/15/2017

08/04/2016

08/04/2016

03/25/2016

01/05/2017

01/06/2017

01/13/2016

03/29/2018

01/05/2018

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

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

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

Nick Cerelli, Member

—vision Ten Installations, LLC

Kevin G. Eib, President

DM Fernandes Contracts LLC

Hugo Fernandes, Owner

DMH Trucking, Inc.

Joe Hilt, President

East Coast Touch Enterprises LLC

Frank Loureier, Vice-President

Nelson DeOliveira, President

East Commercial Construction

Stephen Gallagher, Owner

Eddy Drywall, LLC

Eddy Rodriguez, Member

Elevator Medic Corporation

Patrick DellAquila, President

Emanuel Drywall Services, Inc

Cesar Garcia, Owner

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

UJU A. Obiorah, President

Inno Obiorah, Manager

—trada & Roca LLC

Hector Estrada, Owner

Jose Roca, Owner

Euro Construction

Ireneusz Waluk, Owner

Five Star Quality Construction

Alicirio Jose Santana Pires, Owner

Fortress Construction Co., Inc.

Fernando F. Pinho, President

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

Frank J. Muratore Jr., Owner

Frank Montgomery Builder

Frank Montgomery, Owner

G.W. Smith Construction, Inc.

Lisa L. Smith, Vice-President

Gary W. Smith, President

Gale Force Telecommunications Inc**Garza Contracting LLC**

John Garza, Owner

George's Carpet**—orge Tassogloy**

George Tassogloy, Owner

1640 Nixon Dr Ste 285, Moorestown, NJ 08057

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

29 Monmouth Road, Monroe Township, NJ 08831

29 Monmouth Road, Monroe Twp., NJ 08831

551 North Broad St, Elizabeth, NJ 07208

90 Willow Street, Carteret, NJ 07008

79 Myrtle Ave, Mickleton, NJ 08056

79 Myrtle Ave, Mickleton, NJ 08056

152 Jackson St., Newark, NJ 07105

152 Jefferson St., Newark, NJ 07105

276 Highland Ave, Kearney, NJ 07032

111 Prospect St Apt 4F, Westfield, NJ 07090

221 Coolidge Street, Suite 11, Linden, NJ 07036

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

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

55 Brookview Drive, Woodcliff Lake, NJ 07677

55 Brookview Drive, Woodcliff Lake, NJ 07677

64 Grandview Ave, North Plainfield, NJ 07060

64 Grandview Ave, North Plainfield, NJ 07060

358 Broadway, Suite 202, Newark, NJ 07104

259 West Forest Avenue, Englewood, NJ 07631

658 Rutgers Pl, Paramus, NJ 07652

468 9th Street, Palisades Park, NJ 07650

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

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

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

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

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

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

66 6th Ave., Long Branch, NJ 07740

66 6th Ave., Long Branch, NJ 07740

1828 Herbert Boulevard, Williamstown, NJ 08094

1828 Herbert Boulevard, Williamstown, NJ 08094

42 Bryant Rd., Waretown, NJ 08758

42 Bryant Rd., Waretown, NJ 08758

584 Erial Road, Sicklerville, NJ 08081

584 Erial Road, Sicklerville, NJ 08081

584 Erial Road, Sicklerville, NJ 08081

211 Jewett Road, Upper Nyack, NY 10960

768 Chambers Street, Trenton, NJ 08619

768 Chambers St., Trenton, NJ 08611

105 Cedar Ave, Oaklyn, NJ 08107

105 Cedar Ave, Woodlynne, NJ 08107

02/05/2016

04/02/2017

01/27/2018

08/22/2015

08/11/2017

07/29/2015

05/13/2018

02/24/2017

04/30/2017

05/15/2017

05/30/2016

02/24/2017

04/22/2017

07/29/2015

10/09/2015

07/10/2017

04/17/2016

12/01/2016

04/27/2017

02/18/2016

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE****Globo Contracting Corporation**

Manuel Martins, Treasurer
Rogerio Martins, Vice-President
Antonio Martins, President

562 Jernee Mill Rd., Sayreville, NJ 08872

01/13/2016

15 Center Street, South River, NJ 08882

46 Grove Street, South River, NJ 08882

215 Princeton Road, Parlin, NJ 08859

GM Masonry, Inc.

George McGee, President

99 Hillside Terrace, Parsippany, NJ 07054

02/06/2016

99 Hillside Terrace, Parsippany, NJ 07054

Grab Heating and Air Conditioning, LLC.

Zbigniew Grabowski, Owner

35 Jersey Street, East Rutherford, NJ 07073

05/14/2016

35 Jersey Street, East Rutherford, NJ 07073

Green Diamond Roofing & Live Roof, LLC

Jazmine Price, President

3515 Frankford Ave, Philadelphia, PA 19134

08/04/2016

744 South St Unit 65, Philadelphia, PA 19147

GSR Architectural, Inc

Gary Russo, President

200 Mountain Avenue, Middlesex, NJ 08846

08/13/2016

3 Premier Way, Manalapan, NJ 07726

GST Power Service Group Inc.

Lauchland Roberts, President

2801 Remington Street, Suite #3, Fort Collins, CO 80525

05/03/2018

2801 Remington Street, Suite 3, Fort Collins, CO 80526

Harlow Contracting, Inc.

Albert J Harlow Jr, President

4771 Route 212, PO Box 147, Durham, PA 18039

04/21/2016

515 Summit Lane, Riegelsville, PA 18077

HFC Painting

Hugo Canabe, CEO

696 Elm Street, Kearny, NJ 07032

03/17/2018

696 Elm St, Kearny, NJ 07032

HFM Labor Ready LLC**HFM Labor Ready LLC**

Keith Ludwig, Member

459 Rt 38 West, Maple Shade, NJ 08052

01/05/2018

459 Rt 38 West, Maple Shade, NJ 08052

Highway Safety Systems Inc.

William J. Doyle, President

200 Pine Road, Hammonton, NJ 08037

12/16/2017

200 Pine Rd., Hammonton, NJ 08037

==E. Electrical Corp.

Rebecca Adika, Secretary

100 W. Forest Avenue, Building E, Englewood, NJ 07631

07/20/2017

Angelo Castelli, President

76 Alpine Dr., Closter, NJ

48 E. Central Blvd., Palisades Park, NJ 07650

Yitzhak Adika, Vice-President

76 Alpine Drive, Closter, NJ 07624

IBS, Inc.

Christopher Rymal, Owner

1929 Darby Road, Havertown, PA 19083

05/15/2017

1929 Darby Rd., Havertown, PA 19083

Ideal Elevator Services**Patrick Dell'Aquila**

Patrick Dell'Aquila, President

55 Brookview Dr., Woodcliff Lake, NJ 07677

02/24/2017

55 Brookview Drive, Woodcliff Lake, NJ 07677

Industrial Concrete Const. of NJ, Inc.

Lori A. Frisina, President

P.O. Box 9349, Lyndhurst, NJ 07071

06/26/2016

235 Grand Avenue, Rutherford, NJ 07070

Infinity Construction & Son, LLC

Pat Sellitti, Owner

870 Lamont Ave., Staten Island, NY 10309

04/15/2016

870 Lamont Ave., Staten Island, NY 10309

J & B Plumbing LLC

Joseph Battista, Owner

644 Cross Street, Lakewood, NJ 08701

05/03/2018

11 Hummingbird Way, Jackson, NJ 08527

J.A.Z. Enterprise, Inc.

Jack Zimmerman, President

12 Riverside Dr., Apt. R, Cranford, NJ 07016

05/31/2018

12 Riverside Dr. Apt R, Cranford, NJ 07016

J.D.S Electric, Inc.

Joe DeSalvo, Jr., Owner

149 Montross Ave., Rutherford, NJ 07070

01/06/2018

149 Montross Ave., Rutherford, NJ 07070

Jack Mack Commercial Roofing, Inc.

Gregorio Soto, Owner

768 Courtlandt St., Perth Amboy, NJ 08861

03/17/2018

153 Lewis Street, Perth Amboy, NJ 08861

==neon Construction LLC

John Schiavo, Managing Member

100 Springdale Road, Cherry Hill, NJ 08003

01/12/2017

6 Justa Lane, Cherry Hill, NJ 08003

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

James Rough Bleachers	12767 Van Horne Rd., Meadville, PA 16335	03/21/2016
James Rough, Owner	12767 Van Horne Rd., Meadville, PA 16335	
■ Scaffold Inc.	13353 NE 17th Ave, North Miami, FL 33181	08/24/2017
Randy Garciga, Owner	13353 NE 17th Avenue, North Miami, FL 33181	
JIC-ELCO Inc.	2 Island Pond Road, Derry, NH 03038	08/26/2015
Frederick Ellis, President	2 Island Pond Road, Derry, NH 03038	
John Gustafson Excavating, Inc.	216 Union Street, Montgomery, NY 12549	04/09/2016
John Gustafson, President	39 Charles Street, Montgomery, NY 12549	
Johnson's Construction Inc.	1258 N. East Avenue, Vineland, NJ 08360	01/24/2016
Henry Johnson, Owner	1258 N. East Avenue, Vineland, NJ 08360	
Joseph Csakvary, Inc.	163 Breakneck Road, Highland Lakes, NJ 07422	11/03/2016
Joseph Csakvary, President	163 Breakneck Road, Highland Lakes, NJ 07422	
JTG Scaffolding & Hoisting LLC	309 West Elizabeth Avenue, Linden, NJ 07036	10/22/2017
Randy Garciga, Owner	13353 NE 17th Avenue, Miami, FL 33181	
K & S Fabrication & Welding, LLC	23 North Street, Bergenfield, NJ 07621	01/12/2018
Simon Walcott, Owner	43 Fairview Avenue, Bergenfield, NJ 07621	
K&K Construction LLC	685 Bergen Blvd., Ridgefield, NJ 07657	06/09/2017
Ki Kuk Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	
Kwang Hee Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	
Kitchen Crafters Plus d/b/a B&B Custom Cabinets	1 Suydam Place, Aberdeen, NJ 07747	05/31/2018
Albert Brisebois, Owner	1 Suydam Place, Aberdeen, NJ 07747	
L and Y Roofing, LLC	183 Belmont Avenue, Haledon, NJ 07522	03/16/2017
Luis Vargas, Owner	291 Jefferson Street, Paterson, NJ 07522	
■ombardi Enterprises, Inc.	2901 South Clinton Avenue, South Plainfield, NJ 07080	12/09/2017
Alan Lombardi, President	26 Whispering Way, Berkeley Heights, NJ 07922	
Ann Lombardi, Secretary	26 Whispering Way, Berkeley Heights, NJ 07922	
Lucas Construction Services	31 Glassboro Rd, Monroeville, NJ 08343	10/11/2015
Mark Lucas, Owner	..	
M.E. Group, LLC	164 Polk St., Apt. 1, Newark, NJ 07105	06/29/2018
Segundo E. Llivicota, Member	164 Polk Street, Apt. #1, Newark, NJ 07105	
Manuel Quito, Member	164 Polk Street, Apt. 1, Newark, NJ 07105	
Marvin Ardon Painting	52 S. Jefferson St., Orange, NJ 07070	12/03/2016
Marvin Alexander Ardon, Owner	52 South Jefferson St., Orange, NJ 07050	
Mason Tech, LLC	35 Eighth St. Suite 7, Passaic, NJ 07055	08/09/2015
Mariusz Zielonka, President	30 Carolyn Ct., E. Hanover, NJ 07936	
Iwona Zielonka, Vice-President	30 Carolyn Ct., E. Hanover, NJ 07936	
Mattina Construction LLC	22 Toms River Road, Jackson, NJ 08527	12/14/2017
Vincent Mattina, Owner	22 Toms River Rd, Jackson, NJ 08527	
Metal Fab Atlantic LLC	353 Zion Road, Egg Harbor Township, NJ 08234	01/21/2018
John Dever, Owner	1086 Mays Landing Road, Somers Point, NJ 08234	
Metroplex Products Co. Inc.	377 Deans Rhode Hall Road, Monroe, NJ 08831	01/06/2018
Peter Herring, President	164 South Moetz Drive, Milltown, NJ 08850	
MF Speed Construction, LLC.	65-67 7th Ave. East, 1st Floor, Newark, NJ 07104	10/16/2016
Fernando Lopes, President	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
Magda Zamprogno, Other	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE****MG Topflight**

Ashish Thomas, Owner

Michael J. Malpere Company, Inc.

Michael J. Malpere, President

Midwest Construction, Inc.

George Antonas, President

MJM Painting LLC

Michael Contreras, Owner

**Monmouth Construction LLC
same**

Shawn F. Mowery, Member

National Architectural Products Inc.

James Yuhasz, Vice-President

Antonene Yuhasz, President

Natural View Landscapes LLC

Zachary Kouhoup, President

NDA & Construction, LLC

Nester Torres, Owner

Nicola Matera & Sons L.L.C.

William Vlasich, Managing Member

Sheila Vlasich, Managing Member

Noe's Concrete Inc

Noe Alatorre, Owner

oreast, Inc.

David Zohak, President

Karen Zohak, Vice-President

Ocean Blue Builders LLC

John Riley Jr, Managing Member

OCM Construction**OCM Construction, LLC**

William Mitchell, Owner

Octagon Construction**Octagon Construction**

Wojciech Puchajda, Owner

Ohana Metal & Iron Works Inc.

Erezy Ohana, Owner

Old City Remodeling

Fabricio Franco, Owner

Old World Construction, Inc.

Krzysztof Oprzadek, President

Stanislaw Dziuba, Vice-President

Patriot Carpentry, LLC

Richard Dube, Principal

Patti Construction, LLC

James Patti, Owner

Paul Sexton

Paul Sexton, Owner

6 Spruce Meadows Dr., Monroe, NJ 08831

6 Spruce Meadows Dr., Monroe, NJ 08831

PO Box 187, Cranford, NJ 07016

8 Mansion Terrace, Cranford, NJ 07016

114 Brace Road, Cherry Hill, NJ 08034

114 Brace Road, Cherry Hill, NJ 08034

77 Littleton Road, PO Box 226, Morris Plains, NJ 07950

77 Littleton Road, Morris Plains, NJ 07950

201 3rd Ave., Bradley Beach, NJ 07720-1251

1A Maple Leaf Drive, Holmdel, NJ 07733

1711 Ginesi Drive, Suite 2, Freehold, NJ 07728

4 Grant Dr., Cream Ridge, NJ 08514

4 Grant Dr., Cream Ridge, NJ 08510

513 West Summer Ave, Minotola, NJ 08341

5923 Peach St, Mays Landing, NJ 08330

161 Thomas St, Unit 1, Newark, NJ 07114

161 Thomas St, Unit 1, Newark, NJ 07114

48 Old Jacksonville Road, Towaco, NJ 07082

7 Ginkgo Court, Upper Saddle River, NJ 07458

7 Ginkgo Court, Upper Saddle River, NJ 07458

30 Euclid Ave, Medford, NY 11753

30 Euclid Ave, Medford, NY 11763

410 North Avenue East, Cranford, NJ 07016

210 Orange Avenue, Cranford, NJ 07016

210 Orange Avenue, Cranford, NJ 07016

711 Carol Avenue, Oakhurst, NJ 07755

140 Harrison Avenue, Fair Haven, NJ 07704

203 Main Street, #204, Flemington, NJ 08822

22 Greenwood Place, Flemington, NJ 08822

10 Jeanette Street, Carteret, NJ 07008

10 Jeanette St., Carteret, NJ 07008

60 Miller Road, Montgomery, NY 12549

60 Miller Road, Montgomery, NY 12549

1406 Lexington Pl., Elizabeth, NJ 07208

1406 Lexington Pl., Elizabeth, NJ 07208

P.O. Box 35, Pennington, NJ 08534

19 Woodville Rd, Hopewell, NJ 08525

69 West Shore Drive, Pennington, NJ 08534

111 Coach House Square, Pooler, GA 31322

111 Coach House Square, Pooler, GA 31322

2700 Hamilton Blvd., P.O. Box 169, South Plainfield, NJ 07080

..

462 10th Ave., Paterson, NJ 07510

462 10th Ave., Paterson, NJ

07/28/2017

06/08/2018

07/23/2017

04/11/2016

03/11/2016

02/18/2016

01/05/2017

12/10/2017

10/20/2016

06/06/2016

05/15/2017

11/05/2017

08/11/2017

03/02/2018

08/05/2017

06/09/2016

02/10/2018

03/25/2016

01/13/2016

07/10/2017

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

Pax Construction Corp.	67 Highway 36, West Long Branch, NJ 07764	10/16/2017
Antonio Pereira, President	159 Locust Avenue, West Long Branch, NJ 07764	
Julio Pereira, Vice-President	304 Crimson Circle, Oakhurst, NJ 07755	
ER Construction LLC	67 State Route 36, Suite #4, West Long Branch, NJ 07764	10/16/2017
Manuel Pereira, Owner	194 Monmouth Ave., Long Branch, NJ 07740	
Peter Giancola & Sons Inc.	89 Unwin Drive, Hamilton, NJ 08610	07/29/2015
Vincent C. Costa, Vice-President	835 Estates Boulevard, Hamilton Township, NJ 08650	
Gregory J. Costa, President	2168 South Olden Avenue, Trenton, NJ 08610	
Mark Gilbert, Secretary	89 Unwin Drive, Trenton, NJ 08610	
Peter Vincent	129 Highland Ave, Jersey City, NJ 07306	04/26/2018
Peter Vincent, Owner	129 Highland Ave, Jersey City, NJ 07306	
Petric & Associates, Inc.	1162 Greenpond Road, Newfoundland, NJ 07435	06/07/2018
Ellen Petric, President	1162 Greenpond Road, Newfoundland, NJ 07435	
Steven Petric, Vice-President	1162 Greenpond Road, Newfoundland, NJ 07435	
Pitbull Electric, Inc.	415 Commerce Lane, Suite 2, West Berlin, NJ 08091	06/26/2015
John J. Tomasello, President	140 Ryans Run, Sicklerville, NJ 08081	
PL Stone & Stucco	15 Parkwood Dr., Apt. 1, South Amboy, NJ 08879	03/31/2016
Jozef Kosicky / Lucia Kosicky	15 L Parkwood Dr., South Amboy, NJ 08879	
Jozef Kosicky, Owner	187 Cortlandt Street, Belleville, NJ 07109	01/14/2016
Pozo Mechanical Inc.	187 Cortlandt Street, Belleville, NJ 07109	
Alipio H. Pozo, Owner	402 Market St, Newark, NJ 07105	05/27/2017
Precise Builders LLC	402 Market St, Newark, NJ 07105	
John Domingues, Owner	2008 Carmel Road, Millville, NJ 08332	06/10/2018
& B Construction	2008 Carmel Road, Millville, NJ 08332	
Roxanne Lloyd, President	PO Box 26, Chatham, NJ 07928	08/06/2015
RAM Custom Flooring LLC	1612 Edmund Terrace, Union, NJ 07087	
Andrew Smith, Owner	P. O. Box 510, Augusta, NJ 07860	10/28/2016
Ranco Mechanical, Inc.	2 Melba Drive, Newton, NJ 07860	
Kenneth Davis, President	363 Northfield Avenue, Livingston, NJ 07039	
Anthony Davis, Vice-President	1423 Teresa Drive, Fort Lee, NJ 07024	09/03/2016
Raymond Mozak Plumbing & Heating	1423 Teresa Drive, Fort Lee, NJ 07024	
Raymond G. Mozak, Owner	1984 Whitesville Rd, Toms River, NJ 08757	11/23/2017
Real Construction LLC	716 11th Avenue, Toms River, NJ 08757	
Arkadiusz Chwedczuk, Owner	1984 Whitesville Road, Toms River, NJ 087055	07/09/2017
Ren Construction	1984 Whitesville Road, Toms River, NJ 087055	
Albert Chwedczuk, Owner	202 Karen Drive, Scranton, PA 18505	01/12/2018
Retail Store Painting	202 Karen Drive, Scranton, PA 18505	
John Thomas, President	13 Poppy Ave., Neptune, NJ 07753	02/25/2018
Riano Brothers, LLC.	13 Poppy Ave., Neptune, NJ 07753	
Atanasia Lazo Gutierrez	613 15th Ave., Belmar, NJ 07719	07/10/2017
Luis Riano, President	613 15th Ave, Belmar, NJ 07719	
Ribles Locksmith & Hardware	24 Sand Bridge Rd., Elmer, NJ 08318	12/11/2017
Evelyn McDermott, Owner	24 Sand Bridge Road, Elmer, NJ 08318	
Robert M. Mesmer, LLC	275 Chestnut St., Store B #113, Newark, NJ 07114	02/02/2018
Robert Mesmer, Managing Member	192 Emmet St., Newark, NJ 07105	
Roncone Construction, L.L.C.		
Roncone Construction, L.L.C.		
Leonardo Marques Roncone, Managing Member		

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE****S & J Contractors LLC**

Janusz Brzezinski, President

& S Carpet

Steven Simoni, President

S & S Electric, LLC

Al Shan, President

Samco Construction Co. LLC

Anthony Mirabile, President

Sandora & Spina Contracting Inc.

Edward Sandora, President

Saravia Concrete Pumping Corp.

Jerson Saravia, Owner

Schenley Construction Inc.

Diane Deaver, President

Kenneth Deaver, Vice-President

Seminole Construction, LLC

Sandra Morizzo, Managing Member

Shoreline Marine Construction, LLC

Kenneth Pontari, Partner

SPMG Construction Inc.

Robledo Morais, President

SP-One LLC

Lee Dinenberg, President

per Stars Construction Inc

Juan Riano, Owner

T. Fiore Demolition, Inc.

same

Theodore Fiore, Owner

Tabor Acoustical, Inc.

Joseph Gallagher, President

Tabor Mill Work of South Jersey, Inc.

Joseph Gallagher, President

TAU Associates Plumbing & Mechanical LLC

Lek Tauthong, Owner

Team Equipment LLC**William Morrissey**

William Morrissey, President

Tela Stretch Systems, LLC

Robert Gude, Owner

Terra-Tech Construction, Inc.

Tania Gaga, Vice-President

Nicole Lucas, President

Testa Corp.

Steven D. Testa, Owner

the Boca Bay Group

Barbara Marano, President

2815 Green Ave, Bristol, PA 19007

PO Box 1118, Bristol, PA 19007

25 Jocynda Road, Flanders, NJ 07836

..

108 Oak Glen Road, Toms River, NJ 08753

108 Oak Glen Road, Toms River, NJ 08753

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

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

15 North Branch River Rd., Branchburg, NJ 08876

15 North Branch River Rd., Branchburg, NJ 08876

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

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

731 Warwick Turnpike, Hewitt, NJ 07421

29 Crystal Farm Rd., Warwick, NY 10990

29 Crystal Farm Rd., Warwick, NY 10990

128 Bartlett Ave, West Creek, NJ 08092

311 Holyoke, Beach Haven, NJ 08008

213 West Edgewood Ave, Linwood, NJ 08221

213 West Edgewood Ave., Linwood, NJ 08221

3001 Route 130, Apt. 8D, Delran, NJ 08075

3001 Route 130 Apt 8D, Delran, NJ 08075

2816 Coronado Way, Vero Beach, FL 32960

2816 Coronado Way, Vero Beacj, FL 32960

58 Steiner Ave, Neptune City, NJ 07753

58 Steiner Ave., Neptune City, NJ 07753

457 Wilson Avenue, Newark, NJ 07105

9 Silver Spring Court, East Hanover, NJ 07936

431 South Main Street, Williamstown, NJ 08094

859 Coles Mill Road, Williamstown, NJ 08094

858 Coles Mill Road, Williamstown, NJ 08094

858 Coles Mill Road, Williamstown, NJ 08094

91 Graham St., Jersey City, NJ 07307

91 Graham St, Jersey City, NJ 07307

26 East Garden Place, Pompton Plains, NJ 07444

59 Lynwood Road, Cedar Grove, NJ 07009

9 Wycoff Terrace, Fair Lawn, NJ 07410

9 Wycoff Terrace, Fairlawn, NJ 07410

265 Woodward Rd, Suite A, Manalapan, NJ 07726

121 Diamond Lane, Manalapan, NJ 07726

12 Red Fox Run, Manalapan, NJ 08857

360 Audubon Road, Wakefield, MA 01880

6 North Hill Dr., Lynnfield, MA 01940

16 South Avenue West, Suite 267, Cranford, NJ 07016

163 Hillcreek Ave, Cranford, NJ 07016

08/22/2015

10/10/2015

01/12/2018

07/02/2016

06/28/2018

08/18/2016

09/20/2015

12/19/2015

06/03/2016

03/31/2016

07/21/2016

08/11/2017

04/02/2017

12/19/2015

01/09/2016

12/17/2016

07/02/2016

02/05/2016

03/17/2018

05/27/2017

05/20/2016

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

The Grace Brothers James T. Grace, Owner Jethro Grace Jr., Owner Thomas Clark Fiberglass, LLC Thomas Clark, Owner / Officer	311 Colonial Road, Edgewater Park, NJ 08010 14 Surrey Lane, Willingboro, NJ 08046 311 Colonial Road, Edgewater Park, NJ 08010 145 Old Halfway Road, Barnegat, NJ 08005 145 Old Halfway Rd., Barnegat, NJ 08005	01/08/2017
TJD Construction Ted Dobrzanski Ted Dobrzanski, CEO	138 Stonehenge Dr, Toms River, NJ 08753 138 Stonehenge Dr, Toms River, NJ 08753	02/24/2017
Todd Cable Construction, LLC Todd E. Warmingham, Owner	151 Old State Rd., Newport, NY 13416 P.O. Box 215, Newport, NY 13416	04/26/2018
Trinity Paving, LLC Michele Doyle, Member	245 Clayton Road, Monroeville, NJ 08343-2652 115 Millstone Way, Monroeville, NJ 08343	10/20/2017
Trinity Phoenix Corp. Mike Keller, Vice-President Joseph Free, President	149 Garfield Avenue, Staten Island, NY 10305 233 Lexington Avenue, Dumont, NJ 07628 149 Garfield Avenue, Staten Island, NY 10305	03/05/2016
Tri-State Insulators, LLC Tracy Cavallaro, President	1038 Old York Rd., Raritan, NJ 08869 1038 Old York Road, Raritan, NJ 08869	07/17/2016
Turf Services Express LLC Sharleen Poppalardo, Managing Member	26 North Broad Street, Medford, NJ 08055 11 Muirfield Court, Medford, NJ 08055	03/26/2018
Turfscapes LLC Jeffrey Grize, Owner	3477 So. Blackhorse Pike, Williamstown, NJ 08094 3477 S. Blackhorse Pike, Williamstown, NJ 08094	05/27/2017
United Lab Equipment, Inc. Ryan Hawkins, Manager	136 Taylor Drive, Depew, NY 14043-3015 235 North Bryant St., Depew, NY 14086	09/20/2015
United Metal Construction LLC Andrew Juodenko, Owner / Officer	949 Spring View Drive, Southampton, PA 18966 949 Spring View Drive, South Hampton, PA 19114	10/24/2015
Vercon Building & Maintenance Corp. Allanur Islambekov, Owner	11 Arboretum Drive, Jackson, NJ 08527 11 Arboretum Dr., Jackson, NJ 08527	05/11/2017
Victor Construction, Inc. Tania Felix-Claudio, Owner	4615 N. Front St, 2nd Floor, Philadelphia, PA 19140 4615 N. front St., 2nd Floor, Philadelphia, PA 19140	04/22/2017
Vito Braccia Concrete and Building Contractors Inc Vito Braccia, President	536 Easton Road, Horsham, PA 19044 184 Fairway Road, Ambler, PA 19002	07/26/2015
Wallmasters Modular Inc. Timothy Morrison, President	226 Mutual Avenue, Winchester, KY 40391 2745 SR668N, Junction City, OH 43748	07/28/2017
Wilder Drywall Wilder Drywall, Inc. Susan Wilder, President	101 Lookout Pass, Stormville, NY 12582 101 Lookout Pass, Stormville, NY 12582	08/04/2016

LIST OF DEBARRED OWNERS/OFFICERS

6/30/2015

Owners/ Officers

Address

Company Name

Itzhak Adika, Vice-President	76 Alpine Drive, Closter, NJ 07624	I.K.E. Electrical Corp.
Rebecca Adika, Secretary	76 Alpine Dr., Closter, NJ	I.K.E. Electrical Corp.
Noe Alatorre, Owner	30 Euclid Ave, Medford, NY 11763	Noe's Concrete Inc
George Antonas, President	114 Brace Road, Cherry Hill, NJ 08034	Midwest Construction, Inc.
Marvin Alexander Ardon, Owner	52 South Jefferson St., Orange, NJ 07050	Marvin Ardon Painting
Rony Barahona, Member	549 Summit Ave, Maplewood, NJ 07040	Bechi Contracting LLC (EBA Painters)
Juan J. Barquero, Owner	533 South 5th Street, Elizabeth, NJ 07206	Bechi Contracting LLC
David Bastos, Managing Member	10 Pleasant Place, Kearny, NJ 07032	Camelot Roofing, LLC
Joseph Battista, Owner	11 Hummingbird Way, Jackson, NJ 08527	BCA Trucking, LLC
Wesley J. Beckett Jr., President	110 Oak Avenue, Malaga, NJ 08328	J & B Plumbing LLC
Vito Braccia, President	184 Fairway Road, Ambler, PA 19002	Beckett Enterprises, Inc.
Albert Brisebois, Owner	1 Suydam Place, Aberdeen, NJ 07747	Vito Braccia Concrete and Building Contractors In
Janusz Brzezinski, President	PO Box 1118, Bristol, PA 19007	Kitchen Crafters Plus d/b/a B&B Custom Cabinets
Bert L. Buckler, President	182 Wycoff Way West, East Brunswick, NJ 08816	S & J Contractors LLC
Giovanny Bustos, Owner	26 Spencer Place, Garfield, NJ 07026	Buckler Associates, Inc.
Lauren Campanella, President	948 Sinclair Avenue, Staten Island, NY 10309	Cobra Communications & Installations, LLC
Andre Campanella, Vice-President	948 Sinclair Ave, Staten Island, NY 10309	Anchorage Construction Corp.
Hugo Canabe, CEO	696 Elm St, Kearny, NJ 07032	Anchorage Construction Corp.
Angelo Castelli, President	48 E. Central Blvd., Palisades Park, NJ 07650	HFC Painting
Tracy Cavallaro, President	1038 Old York Road, Raritan, NJ 08869	I.K.E. Electrical Corp.
Nick Cerelli, Member	1640 Nixon Dr. Ste. 205, Moorestown, NJ 08057	Tri-State Insulators, LLC
hawn Chalmers, Owner	337 Crown Street, Brooklyn, NY 11211	Diamond State Wall Systems, LLC
oe Chanez, Principal	55 Miller Ave., Somerset, NJ 08873	Chalmers Construction LLC.
Eric Charles, President	396 Cherry Lane, Mendham, NJ 07945	Chanez Landscaping, LLC
Christine Charles, Vice-President	396 Cherry Lane, Mendham, NJ 07945	All County Pipeline & Site Excavation Inc.
Arkadiusz Chwedczuk, Owner	716 11th Avenue, Toms River, NJ 08757	All County Pipeline & Site Excavation Inc.
Albert Chwedczuk, Owner	1984 Whitesville Road, Toms River, NJ 087055	Real Construction LLC
Andrzej Citak, Vice-President	556 Humboldt St, Brooklyn, NY 11222	Ren Construction
Thomas Clark, Owner / Officer	145 Old Halfway Rd., Barnegat, NJ 08005	Cityline Contracting Inc.
Michael Contreras, Owner	77 Littleton Road, Morris Plains, NJ 07950	Thomas Clark Fiberglass, LLC
William Coons, Owner	23178 Summer View Circle, Three Springs, PA 17264	MJM Painting LLC
Vincent C. Costa, Vice-President	835 Estates Boulevard, Hamilton Township, NJ 08650	Coons Construction, LLC
Gregory J. Costa, President	2168 South Olden Avenue, Trenton, NJ 08610	Peter Giancola & Sons Inc.
Steven Crider, Member	507 Pressler Street, Apt. 2128, Austin, TX 78703	Peter Giancola & Sons Inc.
Joseph Csakvary, President	163 Breakneck Road, Highland Lakes, NJ 07422	Crider Americas Solar LLC
Nuno Cunha, Owner	35 Carmen Ct., Newark, NJ 07105	Joseph Csakvary, Inc.
Anthony Davis, Vice-President	363 Northfield Avenue, Livingston, NJ 07039	Cunhas Construction Inc.
Kenneth Davis, President	2 Melba Drive, Newton, NJ 07860	Ranco Mechanical, Inc.
Diane Deaver, President	29 Crystal Farm Rd., Warwick, NY 10990	Ranco Mechanical, Inc.
Kenneth Deaver, Vice-President	29 Crystal Farm Rd., Warwick, NY 10990	Schenley Construction Inc.
Patrick Dell'Aquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	Schenley Construction Inc.
Patrick Dell'Aquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	Elevator Medic Corporation
Nelson DeOliveira, President	276 Highland Ave, Kearney, NJ 07032	Ideal Elevator Services
oe DeSalvo, Jr., Owner	149 Montross Ave., Rutherford, NJ 07070	Patrick Dell'Aquila
ohn Dever, Owner	1086 Mays Landing Road, Somers Point, NJ 08234	East Coast Touch Enterprises LLC
Lee Dinenberg, President	2816 Coronado Way, Vero Beach, FL 32960	J.D.S Electric, Inc.
Dorothy Dobieccka, President	556 Humboldt Street, Brooklyn, NY 11222	Metal Fab Atlantic LLC
		SP-One LLC
		Cityline Contracting Inc.

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Florian Dobre, Partner	526 Sheridan Ave, Roselle, NJ 07203	B & B Atlantic LLC
Ted Dobrzanski, CEO	138 Stonehenge Dr, Toms River, NJ 08753	TJD Construction
John Domingues, Owner	402 Market St, Newark, NJ 07105	Ted Dobrzanski
Michele Doyle, Member	115 Millstone Way, Monroeville, NJ 08343	Precise Builders LLC
William J. Doyle, President	200 Pine Rd., Hammonton, NJ 08037	Trinity Paving, LLC
Richard Dube, Principal	111 Coach House Square, Pooler, GA 31322	Highway Safety Systems Inc.
Stanislaw Dziuba, Vice-President	69 West Shore Drive, Pennington, NJ 08534	Patriot Carpentry, LLC
Donald Eastmond, Owner	292 Church Street, Aberdeen, NJ 07747	Old World Construction, Inc.
Kevin G. Eib, President	29 Monmouth Road, Monroe Twp., NJ 08831	Anew Fence & Railings
Frederick Ellis, President	2 Island Pond Road, Derry, NH 03038	Division Ten Installations, LLC
Hector Estrada, Owner	432 52nd Street Apt 2, West New York, NJ 07093	JIC-ELCO Inc.
Tania Felix-Claudio, Owner	4615 N. front St., 2nd Floor, Philadelphia, PA 19140	Estrada & Roca LLC
Hugo Fernandes, Owner	90 Willow Street, Carteret, NJ 07008	Victor Construction, Inc
Michael F. Ferro Jr., Member	89 Jeanne Court, Stamford, CT 06905	DM Fernandes Contracts LLC
Theodore Fiore, Owner	9 Silver Spring Court, East Hanover, NJ 07936	D & B Partners LLC
Fabricio Franco, Owner	1406 Lexington Pl., Elizabeth, NJ 07208	same
Scott Frasca, Manager	326 Coles Mill Road, Williamstown, NJ 08094	T. Fiore Demolition, Inc.
Rachel Frasca, Owner	326 Coles Mill Road, Williamstown, NJ 08094	same
Joseph Free, President	149 Garfield Avenue, Staten Island, NY 10305	Old City Remodeling
Lori A. Frisina, President	235 Grand Avenue, Rutherford, NJ 07070	Blue Skies Electric L.L.C.
Tania Gaga, Vice-President	121 Diamond Lane, Manalapan, NJ 07726	Blue Skies Electric L.L.C.
Stephen Gallagher, Owner	221 Coolidge Street, Suite 11, Linden, NJ 07036	Trinity Phoenix Corp.
Joseph Gallagher, President	859 Coles Mill Road, Williamstown, NJ 08094	Industrial Concrete Const. of NJ, Inc.
Joseph Gallagher, President	858 Coles Mill Road, Williamstown, NJ 08094	Terra-Tech Construction, Inc.
Cesar Garcia, Owner	64 Grandview Ave, North Plainfield, NJ 07060	East Commercial Construction
Randy Garciga, Owner	13353 NE 17th Avenue, Miami, FL 33181	Tabor Acoustical, Inc.
Randy Garciga, Owner	13353 NE 17th Avenue, North Miami, FL 33181	Tabor Mill Work of South Jersey, Inc.
John Garza, Owner	768 Chambers St., Trenton, NJ 08611	Emanuel Drywall Services, Inc
John Giannattasio, Member	89 Jeanne Court, Stamford, CT 06905	JTG Scaffolding & Hoisting LLC
Mark Gilbert, Secretary	89 Unwin Drive, Trenton, NJ 08610	JD Scaffold Inc.
Antonio Gomes Jr., President	41 Hamilton Ave, Kearny, NJ 07032	Garza Contracting LLC
Antonio Gomes Sr., President	164 Green Street, Newark, NJ 07105	D & B Partners LLC
Zbigniew Grabowski, Owner	35 Jersey Street, East Rutherford, NJ 07073	same
James T. Grace, Owner	14 Surrey Lane, Willingboro, NJ 08046	Peter Giancola & Sons Inc.
Jethro Grace Jr., Owner	311 Colonial Road, Edgewater Park, NJ 08010	CRC General Constructors Inc.
Paul Grillo, Owner	207 Butlerr Ave, Staten Island, NY 10307	Crossroad Construction Corp.
Paul Grillo, Owner	207 Bulter Ave, St. Island, NY	Grab Heating and Air Conditioning, LLC.
Jeffrey Grize, Owner	3477 S. Blackhorse Pike, Williamstown, NJ 08094	The Grace Brothers
Robert Gude, Owner	9 Wycoff Terrace, Fairlawn, NJ 07410	The Grace Brothers
John Gustafson, President	39 Charles Street, Montgomery, NY 12549	Area Fuel
Albert J Harlow Jr, President	515 Summit Lane, Riegelsville, PA 18077	Area Fuel
Ryan Hawkins, Manager	235 North Bryant St., Depew, NY 14086	Turfscapes LLC
George Heigel, Vice-President	350 Main Street, Kersey, PA 15846	Tela Stretch Systems, LLC
Peter Herring, President	164 South Moetz Drive, Milltown, NJ 08850	John Gustafson Excavating, Inc.
Joe Hilt, President	79 Myrtle Ave, Mickleton, NJ 08056	Harlow Contracting, Inc.
Alvin Hudson, Owner	126 Winding Ridge Road, Dover, DE 19904	United Lab Equipment, Inc.
Allanur Islambekov, Owner	11 Arboretum Dr., Jackson, NJ 08527	4 S Logging & Lumber Co., Inc.
Henry Johnson, Owner	1258 N. East Avenue, Vineland, NJ 08360	Metroplex Products Co. Inc.
Carole Johnson, Secretary	390 Seneca Road, St marys, PA 15857	DMH Trucking, Inc.
		Calvin's Floor Service, aka Calvin's Carpet Service
		Vercon Building & Maintenance Corp.
		Johnson's Construction Inc.
		4 S Logging & Lumber Co., Inc.

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Andrew Juodenko, Owner / Officer	949 Spring View Drive, South Hampton, PA 19114	United Metal Construction LLC
Mike Keller, Vice-President	233 Lexington Avenue, Dumont, NJ 07628	Trinity Phoenix Corp.
—wang Hee Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	K&K Construction LLC
—i Kuk Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	K&K Construction LLC
Jozef Kosicky, Owner	15 L Parkwood Dr., South Amboy, NJ 08879	PL Stone & Stucco
		Jozef Kosicky / Lucia Kosicky
		Natural View Landscapes LLC
Zachary Kouhoupt, President	5923 Peach St, Mays Landing, NJ 08330	360 Golf, LLC
Devin Lemere, Partner	300 Mamaroneer Ave, # 133, White Plains, NY 10605	360 Golf, LLC
Michael Lenec, Partner	300 Mamaroneer Ave, White Plains, NJ 10605	M.E. Group, LLC
Segundo E. Llivicota, Member	164 Polk Street, Apt. #1, Newark, NJ 07105	R & B Construction
Roxanne Lloyd, President	2008 Carmel Road, Millville, NJ 08332	Lombardi Enterprises, Inc.
Alan Lombardi, President	26 Whispering Way, Berkeley Hights., NJ 07922	Lombardi Enterprises, Inc.
Ann Lombardi, Secretary	26 Whispeiring Way, Berkeley Hights, NJ 07922	MF Speed Construction, LLC.
Fernando Lopes, President	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
Frank Loureier, Vice-President	152 Jefferson St., Newark, NJ 07105	East Coast Touch Enterprises LLC
Mark Lucas, Owner	..	Lucas Construction Services
Nicole Lucas, President	12 Red Fox Run, Manalapan, NJ 08857	Terra-Tech Construction, Inc.
Keith Ludwig, Member	459 Rt 38 West, Maple Shade, NJ 08052	HFM Labor Ready LLC
		HFM Labor Ready LLC
Robert Lueders, Owner	1008 Ridge Drive, Union, NJ 07083	ACC Contractors Corp.
John H. Madara, President	319 Terrace St, Rahway, NJ 07065	Advantage Contracting & Entertainment Services Inc
		Michael J. Malpere Company, Inc.
Michael J. Malpere, President	8 Mansion Terrace, Cranford, NJ 07016	The Boca Bay Group
Barbara Marano, President	163 Hillcreek Ave, Cranford, NJ 07016	Crider Americas Solar LLC
Harold Marshall, Jr., Member	1800 Eva Street, Austin, TX 78704	Globo Contracting Corporation
Rogério Martins, Vice-President	46 Grove Street, South River, NJ 08882	Globo Contracting Corporation
Antonio Martins, President	215 Princeton Road, Parlin, NJ 08859	Globo Contracting Corporation
Manuel Martins, Treasurer	15 Center Street, South River, NJ 08882	Mattina Construction LLC
Vincent Mattina, Owner	22 Toms River Rd, Jackson, NJ 08527	AMC Industries LLC
Lisa Mautone, Member	25 Roberts Road, Holmdel, NJ 07733	same
		AMC Industries LLC
Anna Mautone, Member	88 Stilwell Road, Holmdel, NJ 07733	same
		AMC Industries LLC
Denise Mautone, Member	18A South Bears Street, Holmdel, NJ 07733	same
		Ribles Locksmith & Hardware
Evelyn McDermott, Owner	613 15th Ave, Belmar, NJ 07719	GM Masonry, Inc.
George McGee, President	99 Hillside Terrace, Parsippany, NJ 07054	A & M Remodelling
Artem Melnyk, Member	8653 Glenloch Street #2, Philadelphia, PA 19136	Designer Impressions
Daniel Mena, Owner	1002 Taunton Ave, West Berlin, NJ 08091	Robert M. Mesmer, LLC
Robert Mesmer, Managing Member	24 Sand Bridge Road, Elmer, NJ 08318	Samco Construction Co. LLC
Anthony Mirabile, President	413-415 South Seventh St., Elizabeth, NJ 07202	Chalmers Construction LLC.
Keith Mishoe, Owner	341 Seaton Avenue, Roselle Park, NJ 07204	OCM Construction
William Mitchell, Owner	22 Greenwood Place, Flemington, NJ 08822	OCM Construction, LLC
		Brothers Landscaping
Brad J. Moini, President	101 Buttonwood Lane, Freehold, NJ 07728	J.H. Brothers Inc.
		Frank Montgomery Builder
Frank Montgomery, Owner	42 Bryant Rd., Waretown, NJ 08758	SPMG Construction Inc.
Robledo Morais, President	3001 Route 130 Apt 8D, Delran, NJ 08075	Seminole Construction, LLC
Sandra Morizzo, Managing Member	311 Holyoke, Beach Haven, NJ 08008	Wallmasters Modular Inc.
Timothy Morrison, President	2745 SR668N, Junction City, OH 43748	Team Equipment LLC
William Morrissey, President	59 Lynwood Road, Cedar Grove, NJ 07009	William Morrissey
—hawn F. Mowery, Member	1A Maple Leaf Drive, Holmdel, NJ 07733	Monmouth Construction LLC
		same
Raymond G. Mozak, Owner	1423 Teresa Drive, Fort Lee, NJ 07024	Raymond Mozak Plumbing & Heating

Owners/ Officers**Address****Company Name**

Frank J. Muratore Jr., Owner

1828 Herbert Boulevard, Williamstown, NJ 08094

Frank J. Muratore, Jr., Inc.

William Muzzio Jr., Owner

597 Lyman Ave, Woodbridge, NJ 07095

Frank J. Muratore

U A. Obiorah, President

259 West Forest Avenue, Englewood, NJ 07631

Citadel Environmental Consultants

Inno Obiorah, Manager

658 Rutgers Pl, Paramus, NJ 07652

Envirocare Enterprises, Inc.

Thomas O'Connell, President

449 Grace Hill Road, Monroe, NJ 08817

Envirocare Enterprises, Inc.

Thomas O'Connell, President

499 Grace Hill Road, Monroe Twp, NJ 08837

Envirocare Enterprises, Inc.

Erezy Ohana, Owner

60 Miller Road, Montgomery, NY 12549

Envirocare Enterprises, Inc.

Luis Oliveras, Owner

644 East 2nd St., Plainfield, NJ 07060

CGT Construction, Inc.

Krzysztof Oprzadek, President

19 Woodville Rd, Hopewell, NJ 08525

American Air Systems Group

Brian O'Shea, Owner

1041 Glassboro Rd. D-2, Williamstown, NJ 08094

Ohana Metal & Iron Works Inc.

Mahesh Patel, Owner

828 Highland Ave, Paramus, NJ 07652

Caslo Drywall Corp.

Brian Patterson, President

11 Arlene Drive, West Long Branch, NJ 07764

Old World Construction, Inc.

James Patti, Owner

..

American Welding Services

Julio Pereira, Vice-President

304 Crimson Circle, Oakhurst, NJ 07755

American Welding Services, Inc.

Antonio Pereira, President

159 Locust Avenue, West Long Branch, NJ 07764

Coplen Management, Inc.

Manuel Pereira, Owner

194 Monmouth Ave., Long Branch, NJ 07740

Brian Patterson Mechanical Contracting, Inc.

Ellen Petric, President

1162 Greenpond Road, Newfoundland, NJ 07435

Patti Construction, LLC

Steven Petric, Vice-President

1162 Greenpond Road, Newfoundland, NJ 07435

Pax Construction Corp.

Branson Pickney, Owner

408 West 129th Street, Apt. 7, New York, NY 10027

Pax Construction Corp.

Fernando F. Pinho, President

66 6 th Ave., Long Branch, NJ 07740

PER Construction LLC

Alicio Jose Santana Pires, Owner

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

Petric & Associates, Inc.

Kenneth Pontari, Partner

213 West Edgewood Ave., Linwood, NJ 08221

Petric & Associates, Inc.

Sharleen Poppalardo, Managing Member

11 Muirfield Court, Medford, NJ 08055

BP Enterprises, Inc.

Christopher Poppe, President

317 Greenridge Road, Franklin Lakes, NJ 07417

Fortress Construction Co., Inc.

Glen P. Poppe, Secretary

795 Susquehanna Ave, Franklin Lakes, NJ 07417

Five Star Quality Construction

Alipio H. Pozo, Owner

187 Cortlandt Street, Belleville, NJ 07109

Shoreline Marine Construction, LLC

Jazmine Price, President

744 South St Unit 65, Philidelphia, PA 19147

Turf Services Express LLC

Wojciech Puchajda, Owner

10 Jeanette St., Carteret, NJ 07008

Centurion Companies Inc.

Manuel Quito, Member

164 Polk Street, Apt. 1, Newark, NJ 07105

Centurion Companies Inc.

Luis Riano, President

13 Poppy Ave., Neptune, 07753

Pozo Mechanical Inc.

Juan Riano, Owner

58 Steiner Ave., Neptune City, NJ 07753

Green Diamond Roofing & Live Roof, LLC

John Riley Jr, Managing Member

140 Harrison Avenue, Fair Haven, NJ 07704

Octagon Construction

Lauchland Roberts, President

2801 Remington Street, Suite 3, Fort Collins, CO 80526

Octagon Construction

Jose Roca, Owner

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

M.E. Group, LLC

Eddy Rodriguez, Member

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

Riano Brothers, LLC.

Leonardo Marques Roncone, Managing Memb

192 Emmet St., Newark, NJ 07105

Atanasia Lazo Gutierrez
Super Stars Construction Inc

James Rough, Owner

12767 Van Home Rd., Meadville, PA 16335

Ocean Blue Builders LLC

Gary Russo, President

3 Premier Way, Manalapan, NJ 07726

GST Power Service Group Inc.

Christopher Rymal, Owner

1929 Darby Rd., Havertown, PA 19083

Estrada & Roca LLC

Edward Sandora, President

15 North Branch River Rd., Branchburg, NJ 08876

Eddy Drywall, LLC

Michael Santos, President

988 Johnson Place, Apt. 4, Union, NJ 07083

Roncone Construction, L.L.C.

Peter Santos, President

35 Elmwood Ave, Unit 2B, Union, NJ 07083

Roncone Construction, L.L.C.

Jerson Saravia, Owner

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

James Rough Bleachers

ohn Schiavo, Managing Member

6 Justa Lane, Cherry Hill, NJ 08003

GSR Architectural, Inc

Alfred Sciubba, Managing Member

3 Chadwick Drive, Voorhees Twp., NJ 08043

IBS, Inc.

Pat Sellitti, Owner

870 Lamont Ave., Staten Island, NY 10309

Sandora & Spina Contracting Inc.

AB Contracting & Developmrt LLC

Artco Contracting & Development

Artco Contracting & Development, Inc.

Saravia Concrete Pumping Corp.

Jamcon Construction LLC

Allied Construction LLC.

Allied Construction Management, LLC

Infinity Construction & Son, LLC

Owners/Officers**Address****Company Name**

Paul Sexton, Owner
462 10th Ave., Paterson, NJ
Al Shan, President
108 Oak Glen Road, Toms River, NJ 08753
Lawn Sheeley, President
130 Sheeley Road, Kersey, PA 15846
Margaret Sherman, President
203 Woods Avenue, Bergenfield, NJ 07621
Steven Simoni, President
67 Cox Cro Road, Toms River, NJ 08755
Andrzej Skora, President
584 Erial Road, Sicklerville, NJ 08081
Gary W. Smith, President
584 Erial Road, Sicklerville, NJ 08081
Lisa L. Smith, Vice-President
1612 Edmund Terrace, Union, NJ 07087
Andrew Smith, Owner
65 Fern St, Browns Mills, NJ 08015
John Sorrentino, Owner
153 Lewis Street, Perth Amboy, NJ 08861
Gregorio Soto, Owner
105 Cedar Ave, Woodlynne, NJ 08107
George Tassogloy, Owner
91 Graham St, Jersey City, NJ 07307
Lek Tauthong, Owner
6 North Hill Dr., Lynnfield, MA 01940
Steven D. Testa, Owner
202 Karen Drive, Scranton, PA 18505
John Thomas, President
6 Spruce Meadows Dr., Monroe, NJ 08831
Ashish Thomas, Owner
140 Ryans Run, Sicklerville, NJ 08081
John J. Tomasello, President
161 Thomas St, Unit 1, Newark, NJ 07114
Nester Torres, Owner
291 Jefferson Street, Paterson, NJ 07522
Luis Vargas, Owner
12 Verduci Drive, Newtown, PA 18940
Michael Verduci, President
129 Highland Ave, Jersey City, NJ 07306
Peter Vincent, Owner
7 Ginkgo Court, Upper Saddle River, NJ 07458
Sheila Vlasich, Managing Member
7 Ginkgo Court, Upper Saddle River, NJ 07458
William Vlasich, Managing Member
43 Fairview Avenue, Bergenfield, NJ 07621
Simon Walcott, Owner
70 Bordentown-Chesterfield, Rd., Chesterfield, NJ 08515
Teneusz Waluk, Owner
P.o. Box 215, Newport, NY 13416
Todd E. Warmingham, Owner
101 Lookout Pass, Stormville, NY 12582
Susan Wilder, President
6384 Tollgate Road, Zionsville, PA 18092
Robert Woods, President
4 Grant Dr., Cream Ridge, NJ 08510
Antonene Yuhasz, President
4 Grant Dr., Cream Ridge, NJ 08514
James Yuhasz, Vice-President
65-67 7th Ave., East 1st Floor, Newark, NJ 07104
Magda Zamprogno, Other
30 Carolyn Ct., E. Hanover, NJ 07936
Mariusz Zielonka, President
30 Carolyn Ct., E. Hanover, NJ 07936
Iwona Zielonka, Vice-President
12 Riverside Dr. Apt R, Cranford, NJ 07016
Jack Zimmerman, President
2303 Owen Court, Toms River, NJ 08755
Christopher Zimmermann, President
210 Orange Avenue, Cranford, NJ 07016
Karen Zohak, Vice-President
210 Orange Avenue, Cranford, NJ 07016
David Zohak, President
420 Broadway, Long Branch, NJ 07740
Agustin Zuniga, President

Paul Sexton
S & S Electric, LLC
4 S Logging & Lumber Co., Inc.
CPS Mechanical Contractors, Inc.
S & S Carpet
A.J. Skora Inc.
G.W. Smith Construction, Inc.
G.W. Smith Construction, Inc.
RAM Custom Flooring LLC
Barzzini Construction
Jack Mack Commercial Roofing, Inc.
George's Carpet
George Tassogloy
TAU Associates Plumbing & Mechanical LLC
Testa Corp.
Retail Store Painting
MG Topflight
Pitbull Electric, Inc.
NDA & Construction, LLC
L and Y Roofing, LLC
A.V. Construction, Inc.
Peter Vincent
Nicola Matera & Sons L.L.C.
Nicola Matera & Sons L.L.C.
K & S Fabrication & Welding, LLC
Euro Construction
Todd Cable Construction, LLC
Wilder Drywall
Wilder Drywall, Inc.
Advanced Spray Technology
National Architectural Products Inc.
National Architectural Products Inc.
MF Speed Construction, LLC.
Mason Tech, LLC
Mason Tech, LLC
J.A.Z. Enterprise, Inc.
ACC Construction LLC
Noreast, Inc.
Noreast, Inc.
American Eagle Contractor, Inc.



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

PREVAILING WAGE RATE DETERMINATION

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

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

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

Prevailing Wage Rate

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

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

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

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

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

Apprentice Rate Schedule

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

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

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

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

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION CODE OF ETHICS FOR VENDORS

Introduction

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

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

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

NJDOT Code of Ethics for Vendors

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

(Continued on Page 2)

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

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

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

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

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

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

Chris Christie
Governor



Jamie Fox
Commissioner

Kim Guadagno
Lt. Governor

Joseph D. Bertoni
Deputy Commissioner

October 2014

NEW JERSEY DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR CONSTRUCTION OF

PAGE 1

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

Construction of Leonardo Confined Disposal Facility,
Contract No. 009201501, Township of Middletown, Monmouth
County.

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 06-11-15
AT 10:00 A.M.

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

STATE OF New Jersey

COUNTY OF Camden

I David Smith

(NAME)

I AM President OF THE

(TITLE)

FIRM OF Mount Construction Co., Inc.,

THE BIDDER SUBMITTING THIS PROPOSAL.

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

III

heck: 020ED1C1

Amendment Count: 1

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
SECTION 0001 Miscellaneous					
0001	PERFORMANCE BOND AND PAYMENT BOND 151006M	1.00	DOLL	2,000.00	2,000.00
0002	OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE 152004P	1.00	DOLL	1.00	1.00
0003	POLLUTION LIABILITY INSURANCE 152015P	1.00	DOLL	0.01	0.01
0004	BAR CHART PROGRESS SCHEDULE AND UPDATES 153009P		LUMP SUM	3,500.00	3,500.00
	MOBILIZATION 154003P		LUMP SUM	20,000.00	20,000.00
0006	FIELD OFFICE TYPE A SET UP 155003M	1.00	U	20,000.00	20,000.00
0007	FIELD OFFICE TYPE A MAINTENANCE 155021M	5.00	MO	1,000.00	5,000.00
0008	NUCLEAR DENSITY GAUGE 156015M	1.00	U	3,500.00	3,500.00
0009	CONSTRUCTION LAYOUT 157004M	1.00	DOLL	8,000.00	8,000.00
0010	HEAVY DUTY SILT FENCE, ORANGE 158009M	2,730.00	LF	5.00	13,650.00
0011	CONSTRUCTION DRIVEWAY 158060M	273.00	T	40.00	10,920.00
0012	OIL ONLY EMERGENCY SPILL KIT, TYPE 1 158072M	1.00	U	150.00	150.00
0013	EROSION CONTROL SEDIMENT REMOVAL 158084M	76.00	CY	10.00	760.00

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0014	CONSTRUCTION IDENTIFICATION SIGN, 6' X 12' 159018M	1.00	U	2,000.00	2,000.00
0015	FINAL CLEANUP 161003P	LUMP SUM		2,000.00	2,000.00
0016	CLEARING SITE 201003P	LUMP SUM		12,000.00	12,000.00
0017	CONFINED DISPOSAL FACILITY CONSTRUCTION 203065P	11,161.00	CY	9.00	100,449.00
0018	TIMBER STRUCTURE 510003P	LUMP SUM		12,000.00	12,000.00
0019	18" DUCTILE IRON PIPE 601681M	189.00	LF	120.00	22,680.00
0020	CONCRETE HEADWALL 602006P	2.00	CY	2,000.00	4,000.00
0021	MANHOLE, 4' DIAMETER 602054M	1.00	U	4,000.00	4,000.00
0022	CONFINED DISPOSAL FACILITY CONTROL STRUCTURE 602224M	1.00	U	8,500.00	8,500.00
0023	OUTFALL SCOUR HOLE 603111M	21.00	SY	100.00	2,100.00
0024	CHAIN-LINK FENCE, 6' HIGH 605045P	122.00	LF	30.00	3,660.00
0025	SAND FENCE 605201P	475.00	LF	25.00	11,875.00
0026	RESET FENCE 605212P	390.00	LF	45.00	17,550.00
0027	FERTILIZING AND SEEDING, TYPE F 806018P	8,890.00	SY	0.45	4,000.50

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0028	STRAW MULCHING 809003M	8,890.00	SY	0.45	4,000.50
TOTAL SECTION 0001 Miscellaneous					298,296.01
TOTAL PRICE					298,296.01

(THIS SPACE FOR DEPARTMENT USE ONLY)

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

Bruce Young

EXAMINER
BUREAU OF CONSTRUCTION SERVICES, NJDOT

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

III

check: 020ED1C1 Amendment Count: 1

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

C-16 (1/2013)

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

idx Proposal Number: 15425
Bidder/Vendor: NJDOT

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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

PLEASE SELECT THE APPROPRIATE BOX:

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

R

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

check: 020ED1C1 Amendment Count: 1

o I will provide further information related to investment activities in Iran.

PART 2

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

Each box will prompt you to provide information relative to the above questions.
Please provide thorough answers to each question.

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

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

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

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

Full Name (Print): David Smith
Title: President
Date: 06/04/15

Check: 020ED1C1 Amendment Count: 1

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

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

I. AFFIRMATIVE ACTION

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

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

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

BY OTHERS

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

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

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

V. THIS SECTION IS RESERVED.

VI. SMALL BUSINESS ENTERPRISE REGISTRATION

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

VII. DEBARMENT

THAT HE AND HIS PRINCIPALS:

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

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

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

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

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

Construction of Leonardo Confined Disposal Facility,
Contract No. 009201501, Township of Middletown, Monmouth
County.

PAGE 9

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

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

HI

neck: 020ED1C1 Amendment Count: 1

Construction of Leonardo Confined Disposal Facility,
Contract No. 009201501, Township of Middletown, Monmouth
County.

PAGE 10

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

BIDDER'S CERTIFICATION

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

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



check: 020ED1C1 Amendment Count: 1

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

Proposal/Solicitation Number: DP14425

Bidder/Vendor: Mount Construction Co., Inc.

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid, is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity

☒ that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☒ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of **PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

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

Name:

Relationship to
Bidder/Vendor:

Description of Activities:

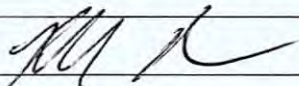
Duration of Engagement:

Bidder/Vendor
Contact Name:

Contact Phone Number:

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

Full Name (Print): Robert Beechler

Signature: 

Title: Vice President

Date: Jul 8, 2015

RECEIVED

JUL 10 2015

CONSTRUCTION SERVICES
PROCUREMENT DIVISION

CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE

Bid Date: June 11, 2015

ADDENDUM No. 1
Page No. 1 of 5

THE FOLLOWING CHANGES ARE MADE TO THE PROPOSAL:

The date for receipt of Bids is CHANGED to June 11, 2015.

<u>Line No.</u>	<u>Item No.</u>	<u>Item Name</u>	<u>Remarks</u>
0024	605045P	CHAIN-LINK FENCE, 6' HIGH	Item Quantity CHANGE – Quantity INCREASED from 100 LF to 122 LF

These Proposal CHANGES are available from the NJDOT Bid Express website as
Amendment No. 1

THE FOLLOWING CHANGES ARE MADE TO THE SPECIAL PROVISIONS:

201.03.01. Clearing Site

THE FOLLOWING IS ADDED AFTER THE LAST SENTENCE OF THE FIRST
PARAGRAPH:

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

THE FOLLOWING CHANGES ARE MADE TO THE PLANS:

THE FOLLOWING PLAN SHEETS HAVE BEEN REVISED AND ARE REISSUED:

Plan Sheet 8 of 10 (CD-2)
Plan Sheet 9 of 10 (CD-3)

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
ATTACHMENT NO. 1	REPLACES ORIGINAL PLAN SHEET NO. 8 OF 10
ATTACHMENT NO. 2	REPLACES ORIGINAL PLAN SHEET NO. 9 OF 10

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE**

Bid Date: June 11, 2015

**ADDENDUM No. 1
Page No. 2 of 5**

THE FOLLOWING PLAN SHEETS HAVE BEEN **REVISED** BUT ARE **NOT REISSUED**:

Plan Sheet 2 of 10 (EDQ-1) – REVISED to show a quantity of 122 LF for Item No. 24 (605045P) CHAIN-LINK FENCE, 6' HIGH.

Plan Sheet 4 of 10 (C-1) – REVISED to show a quantity of 122 LF for the construction bubble of item No. 24 (605045P) CHAIN-LINK FENCE, 6' HIGH.

Revised Plan Sheets reflecting these changes will not be issued at this time, but all corrections will be made by the designer during the preparation of the As-Built Plans.

THE FOLLOWING ARE QUESTIONS RECEIVED FROM PLAN HOLDERS AND THE RESPONSES TO THOSE QUESTIONS:

Questions Asked By: A. Servidone Inc./B. Anthony Construction Corp JV

Question No. 2: Proposal Item P201003 Clearing Site.

“The site is totally covered in vegetation. There is no item for Stripping, so how is the vegetation to be removed?

Special Provisions states Disposal of material and debris as specified in Specification Subsection 201.03.09. Please provide the requirements for disposal of material and debris on this project, in accordance with the Monmouth County Solid Waste Management Plan. Are there any special requirements for removal and disposal of Fragmities, on the project site.”

Response to Question No. 2:

The vegetation removal and disposal is to be paid for under the item 201003P Clearing Site. Requirements for disposal of material and debris can be found here:
<http://www.visitmonmouth.com/page.aspx?Id=4172>.

There are no special requirements for the removal and disposal of Phragmites, they should be disposed of with the site vegetation.

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE**

Bid Date: June 11, 2015

ADDENDUM No. 1
Page No. 3 of 5

Question No. 3: Proposal Item 203065P Confined Disposal Facility Construction.

“What work is included under this item. This is a "Paid" quantity item. Is this quantity based the quantity of material excavated, or the quantity of material placed as embankment to construct the dikes? What is the disposition of any excess soil, and where is it to be placed?”

Response to Question No. 3:

The method of measurement and payment for item 203065P Confined Disposal Facility Construction is described in subsection 203.04 of the project Special Provisions. Excess soil can be placed within the confines of the site and as directed by the Resident Engineer.

Question No. 4: 158009M Heavy Duty Silt Fence, Orange

“Where will the 700 LF (25% of total quantity) of Heavy Duty Silt Fence, Orange be used?”

Response to Question No. 4:

The quantity of 700 LF Heavy Duty Silt Fence, Orange is included under the If & Where column on the Estimate and Distribution of Quantities plan. As such, the amount and location of this item is directed by the Resident Engineer.

Question No. 5: Proposal Item 602224M Confined Disposal Facility Control Structure

“Please clarify the details for the construction of this structure, Is it the intent that it be constructed with steel plate, 2' high, on 3 sides, and the remaining to be left open for placement of weir boards? Please be advised that ductile iron (pipe) cannot be effectively welded.

Response to Question No. 5:

That is the correct interpretation of the construction details. The contractor must submit detailed design information and shop drawings signed and sealed by a Professional Engineer licensed in the State of New Jersey for Item No. 602224M Confined Disposal Facility Control Structure. Plan sheet revisions for the connection of the 18" Ductile Iron Pipe to the control structure are provided as Attachment Nos. 1 & 2 with this addendum.

**CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE**

Bid Date: June 11, 2015

**ADDENDUM No. 1
Page No. 4 of 5**

Question No. 7: Proposal Due Date/Project Questions

“Does the NJDOT intend on postponing the Proposal Due Date, which is June 4, 2015? We have submitted questions on 5/22/2015 which have yet to be addressed, to which responses are required to be able to prepare a proper and competitive bid.”

Response to Question No. 7:

See Amendment No. 1. A new receipt of bids date has been posted with this Addendum. Bids will be received on June 11, 2015.

Question No. 8: Proposal Item 0024 Chain-Link Fence, 6' High

“The Bid Proposal quantity of Item 0024 Chain-Link Fence, 6' High is 100 LF. The Estimate - Distribution of Quantities shows 100 LF for this Item. Plan Sheet No. 4 shows 100 LF on the Plan and 122 LF under "To be Constructed". Please clarify. Please also clarify the height of this fence.”

Response to Question No. 8:

See Amendment No. 1. The total contract quantity for Item No. 24 605045P CHAIN-LINK FENCE, 6' HIGH is 122 LF. As the item name indicates, the proposed chain link fence is 6' high.

Questions Asked By: Tarheel Enterprises, Inc.

Question No. 6: Existing Stockpile

“Section 203.02.01 of the Special Provisions indicates that the contractor should use the existing stockpile of dredged material located on the site first, prior to utilizing the material excavated from the CDF. Nowhere on the drawings is the stockpile shown nor is the available stockpiled material quantified. Contract Drawing 4 of 10 provides an earthwork summary which shows a near balance between the material excavated from the CDF and that used for the dike. Please advise the location and quantity of the stockpiled material in order that we can determine the amount of material to be disposed of.”

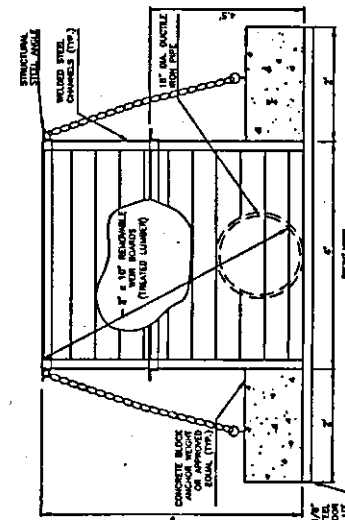
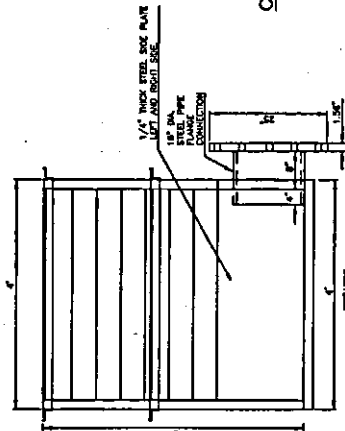
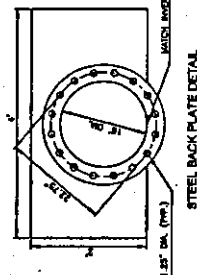
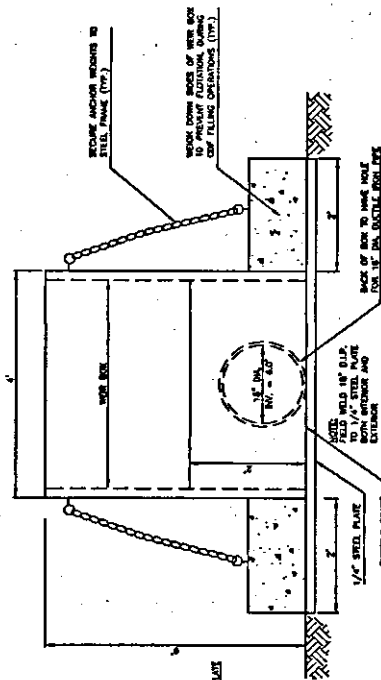
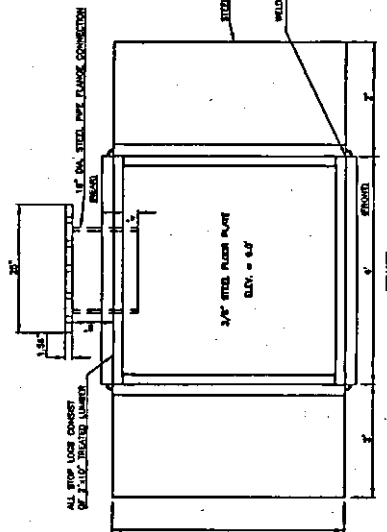
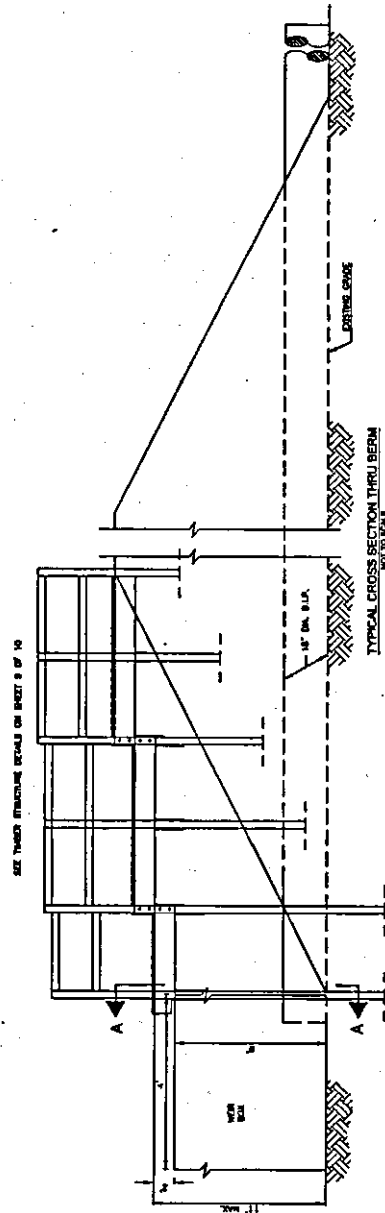
CONSTRUCTION OF LEONARDO CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY
DP No: 15425
100% STATE

Bid Date: June 11, 2015

ADDENDUM No. 1
Page No. 5 of 5

Response to Question No. 6:

The existing stockpile of dredged material to be used first is located on-site near the construction entrance shown on plan sheet 4 of 10. It is approximately 3,000 CY of material. Any excess embankment material, after construction of the confining dikes may remain onsite and placed at the direction of the Resident Engineer.



**ADDENDUM NO. 1
ATTACHMENT 1**

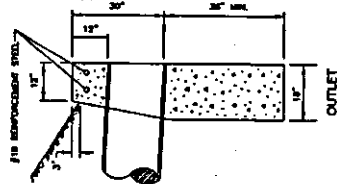
ANCHORING SYSTEM

STATE OF NEW JERSEY
BUDGET OFFICE OF MARITIME RESOURCES

**TITLE: CONSTRUCTION OF LEONARDO
CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
CONSTRUCTION DETAILS**

CONTROL STRUCTURE
NOT TO SCALE

[illegible]



HEADWALL QUANTITY IN CUBIC YARDS

PIPE DIA.	DUCTILE IRON PIPE
18"	CLASS B CONCRETE 17 - MAY 2 C.Y. FOR EXTENSION PURPOSES

Discussion

1. CONSTRUCTION AS PER ABOVE STANDARD SPECIFICATIONS SECTION 872.

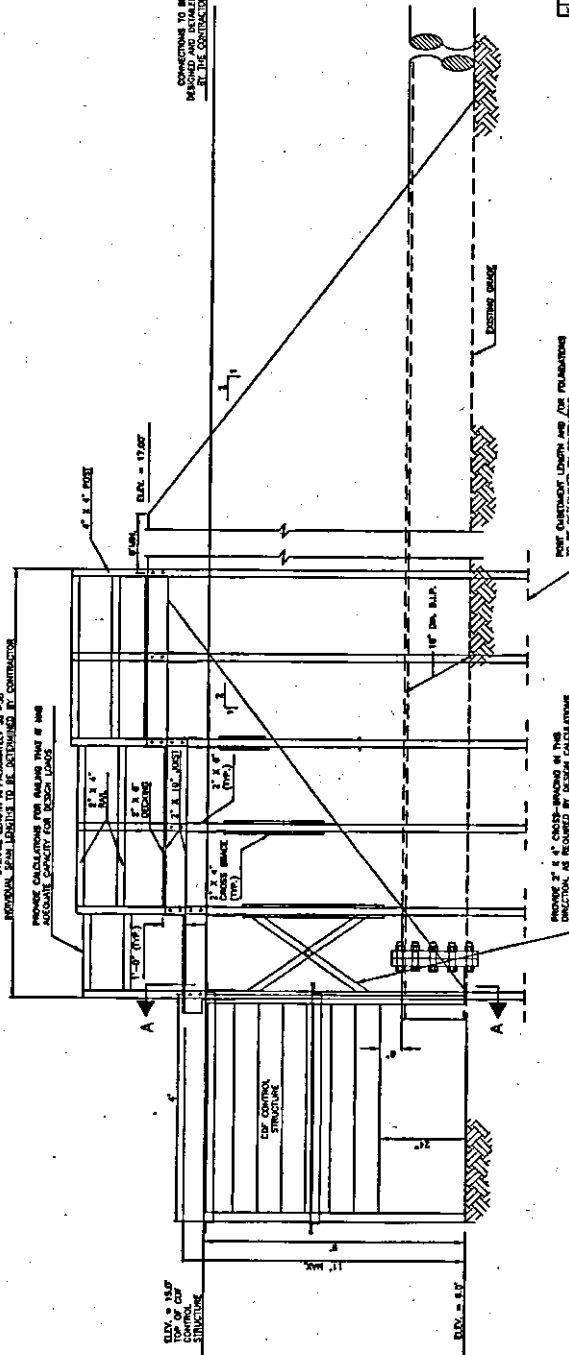
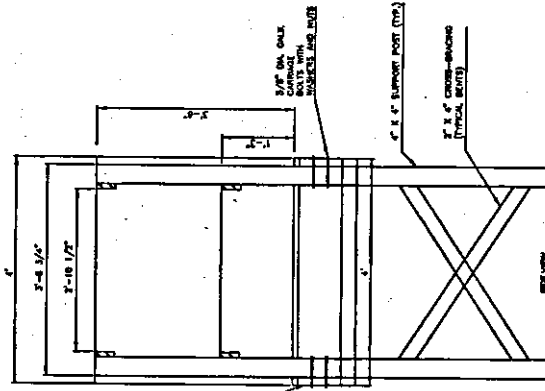
TABLE STRUCTURE NOTES:

1. Each contract should be awarded along with detailed scope conditions based on results of a pre design job site visit and the specifications.
2. All major design points should be clear, to continue to keep standard specifications section 510.
3. The information reflected on the plan & to show interior finish and sales detailing is the contractor's responsibility to provide standard construction practices to provide a functionally sound assembly.

CONCRETE HEADWALL
NOT TO SCALE

CORREL LENGTH APPROXIMATELY 30' - 35'

OVERALL LENGTH APPROXIMATELY 32'-36'
INDIVIDUAL SPAN LENGTHS TO BE DETERMINED BY
PROVIDE CALCULATIONS FOR SAILING THAT IS THE
ADEQUATE CAPACITY FOR DESIGN LOADS



TYPICAL CROSS SECTION THRU BERM

**POINT OF VIEW: THE FOUNDATIONS
TO BE DISCOVERED BY CONTRACTING**

PROVIDE 2" X 4" CROSS-BRACING IN THIS DIRECTION, AS REQUIRED BY DESIGN CALCULATIONS.

TIMBER STRUCTURE

ADDENDUM NO. 1
ATTACHMENT 2

STATE OF NEW JERSEY
NJDOT OFFICE OF MARITIME RESOURCES

**TITLE: CONSTRUCTION OF LEONARDO
CONFINED DISPOSAL FACILITY
CONTRACT NO. 009201501
CONSTRUCTION DETAILS**

PROJECT	MODULATORS TONGUE-UP, MONROVIA COUNTY, NEW JERSEY
---------	---

DATE MAY 21 1988	SCALE AS SHOWN	CHECKED BY M.M.	DRAWN BY JV
NO. 24055047008	NEW JERSEY PROFESSIONAL ENGINEERS	MICHAEL J. SAKAMOTO	NO. 240430088
CERTIFICATION OF AUTHORIZATION		NABORS BRUNZENHOFF, INC.	
PROJECT NO. 8 OF 18		PROJECT NO. 8 OF 18	

Construction of Leonardo Confined Disposal Facility,
Contract No. 009201501, Township of Middletown, Monmouth
County.

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DP NUM 15425

BIDDER 3955

GENERATED 05-11-15

REVISED 06-02-15

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 00 through 1 inclusive, containing information for the above referenced Project. This acknowledgement is made by the Bidder, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

Further, I understand that by selecting yes, that I have applied all amendments, if any, for the above referenced project. YES

FAILURE TO APPLY THE AMENDMENTS OR ACKNOWLEDGE THE ADDENDA WILL RESULT IN A MATERIAL DEFECT IN THE BID AND THE BID WILL BE REJECTED.

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

III. PUBLIC LAW 2005, CHAPTER 51

I HAVE READ THE PROVISIONS OF AND THE BIDDER, INCLUDING ALL JOINT VENTURE
CONTRACTORS IF APPLICABLE, IS/ARE IN COMPLIANCE WITH
PL2005, CHAP. 51 (FORMERLY EO # 134). Yes

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

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

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

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

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

IMPORTANT NOTICE

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

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

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

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

DP NUM 15425
BIDDER 3955

GENERATED 05-11-15
REVISED 06-02-15

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

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

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

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

=====

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

*** YOU MUST SELECT YES IF THIS BID IS BEING SUBMITTED ON BEHALF OF A COMPANY, PARTNERSHIP, OR ORGANIZATION. Yes ***

I HEREBY CERTIFY AS FOLLOWS:

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

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

D) A COUNTY POLITICAL PARTY COMMITTEE; OR

E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

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

TITLE: President

Yes THE COMPANY, PARTNERSHIP OR ORGANIZATION IS THE VENDOR.

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

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

=====

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

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

I HEREBY CERTIFY AS FOLLOWS:

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

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

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

AME: David Smith



State of New Jersey

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

CHRIS CHRISTIE
Governor

JAMIE FOX
Commissioner

KIM GUADAGNO
Lt. Governor
June 26, 2015

Mr. David S. Smith, President
Mount Construction Co., Inc.
427 S. White Horse Pike
Berlin, NJ 08009

Re: Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864, DP No. 15425.

Dear Mr. Smith:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864, DP No. 15425** to your firm on **June 24, 2015**. The Contract amount is **(\$298,296.01)**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the Contract has been executed by the Commissioner.

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

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

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is signed by the Commissioner. **A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. AN ACCEPTABLE CORPORATE RESOLUTION TEMPLATE CAN BE FOUND FROM THE WEBSITE BELOW FOR YOUR USE.**

<http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm>
USING THIS TEMPLATE WILL AVOID DELAYS ENCOUNTERED DURING CONTRACT EXECUTION.

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

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

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

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

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

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

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

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

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

Please complete and submit Form AA-201 as follows:

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

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

Very truly yours,



Anthony Genovese
Director
Division of Procurement

AG/

cc: B. DeLucia, A. Rossi, D. Hill, L. Legge, J. Overton, A. Miro, D. Shumaker, R. Sterns, Primavera, CPM, A. Genovese, K. Daniels, Q. Viernes, E. Powers, P. Adams, D. Kuhn, S. Douglas, G. Clifton, T. Davis,

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

Authorized Signature: 

Print Name: Robert Beechler

Title: Vice President

RECEIVED

JUL 10 2015

CONSTRUCTION SERVICES
PROCUREMENT DIVISION

CONTRACT

THIS AGREEMENT Made the 22nd day of July in the year two thousand fifteen, ⁽²⁰¹⁵⁾
between the Department of Transportation of the State of New Jersey, herein after referred to as the
Department and Mount Construction Co., Inc. with a principal office location at
427 South White Horse Pike, Berlin, NJ 08009 herein after referred to as the Contractor.

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

**Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown
Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864,
DP No. 15425.**

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

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

In consideration of the covenants contained herein the Department hereby agrees to pay the
Contractor for the said work, when completed in accordance with the said plans and specifications,
the sum of **two hundred ninety eight thousand, two hundred ninety six dollars and one cent**
(\$298,296.01)

OVER

Construction of Leonardo Confined Disposal Facility Contract No. 009201501,
Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864
DP No. 15425.

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

Department of Transportation
of the State of New Jersey

Eli D. Schubert III

State Transportation Engineer

Date: 7/22/15

Witness, Attest, Affix Seal:

by James W. Victor

Acting Secretary

New Jersey Department of Transportation

Date: 7/22/15

Witness or attest:

Janet Finnigan
Secretary

Janet Finnigan

(Also print or type name)

Mount Construction Co., Inc.

[Signature]

Authorized Officer

Vice President
Title of Officer

Robert Beechler

(Also print or type name)

AFFIX SEAL IF A CORPORATION

PAYMENT BOND

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

Mount Construction Co., Inc.

427 South White Horse Pike
Berlin, NJ 08009

as PRINCIPAL and Liberty Mutual Insurance Company

with underwriting office at 3 Valley Square, 512 Township Line Road, Suite 350, Blue Bell, PA 19422

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

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

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

two hundred ninety eight thousand, two hundred ninety six dollars and one cent (\$298,296.01).

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

SIGNED and SEALED this 8th day of July, in the year two thousand fifteen.

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

Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864, DP No. 15425.

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

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

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

-OVER-

Witness or attest:

Dominique Antlin

Jennifer Antlin
(ALSO PRINT OR TYPE NAME)

Mount Construction Co., Inc.

[Signature]

Signature of Authorized Officer

Vice President

Title of Principal

Robert Beechler

(ALSO PRINT OR TYPE NAME)

(AFFIX CORPORATE SEAL OF PRINCIPAL)

Witness ~~or attest~~

Dawn Nicholas

Dawn Nicholas

(ALSO PRINT OR TYPE NAME)

Liberty Mutual Insurance Company

BY:

[Signature]

Alan R. Hein

Attorney-in-Fact

Surety Telephone No. (215) 283-6460

(ALSO PRINT OR TYPE NAME)

(AFFIX CORPORATE SEAL OF SURETY)

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

FOR DEPT. USE ONLY:

SURETY CHECKED BY: _____

TREASURY CIRCULAR 570 \$ _____

LICENSED IN NEW JERSEY _____

PERFORMANCE BOND

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

Mount Construction Co., Inc.

427 South White Horse Pike
Berlin, NJ 08009

as PRINCIPAL and Liberty Mutual Insurance Company

with underwriting office at 3 Valley Square, 512 Township Line Road, Suite 350, Blue Bell, PA 19422

to which all communication in regard to this bond should be addressed, a corporation organized and existing under the laws of the State of Massachusetts and duly authorized to do business in the State of

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

two hundred ninety eight thousand, two hundred ninety six dollars and one cent (\$298,296.01)

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

SIGNED and SEALED this 8th day of July, in the year two thousand fifteen.

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

Construction of Leonardo Confined Disposal Facility Contract No. 009201501, Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864, DP No. 15425.

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


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

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

-OVER-

Construction of Leonardo Confined Disposal Facility Contract No. 009201501,
Middletown Township, Monmouth County, 100% State, PE No. 6110108, CE No. 2205864
DP No. 15425.

Mount Construction Co., Inc.



Signature of Authorized Officer

Vice President

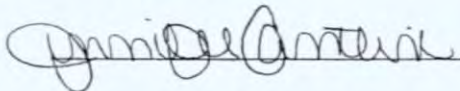
Title of Principal

Robert Beecher

(ALSO PRINT OR TYPE NAME)

(AFFIX CORPORATE SEAL OF PRINCIPAL)

Witness or attest:

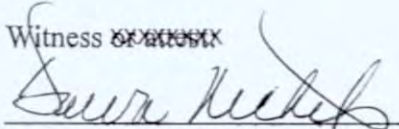


Jennifer Cantlin

(ALSO PRINT OR TYPE NAME)

Liberty Mutual Insurance Company

Witness ~~or attest~~



Dawn Nicholas

(ALSO PRINT OR TYPE NAME)

BY:

Alan R. Hein

Attorney-in-Fact

Surety Telephone No. (215) 283-6460

(ALSO PRINT OR TYPE NAME)

(AFFIX CORPORATE SEAL OF SURETY)

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

FOR DEPT. USE ONLY:

SURETY CHECKED BY: _____

TREASURY CIRCULAR 570 \$ _____

LICENSED IN NEW JERSEY _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 0909121

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan R. Hein; David B. Kane; David E. Kells, Jr.; Neil C. Donovan; R.H. Shepherd, Jr.; Robert J. Colman; William Patrick Pondok

all of the city of Fort Washington, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2015



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 13th day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of July, 2015



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, letter of credit,
currency rate, interest rate or dual value guarantees.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits.....	\$744,221,142	Unearned Premiums.....	\$6,288,178,795
*Bonds — U.S Government.....	1,718,117,704	Reserve for Claims and Claims Expense.....	16,879,324,618
*Other Bonds.....	11,205,872,087	Funds Held Under Reinsurance Treaties.....	211,983,009
*Stocks.....	9,533,437,819	Reserve for Dividends to Policyholders.....	1,246,547
Real Estate.....	277,742,849	Additional Statutory Reserve.....	40,877,587
Agents' Balances or Uncollected Premiums.....	4,150,041,316	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	129,261,358	Other Liabilities.....	<u>2,664,248,124</u>
Other Admitted Assets.....	<u>14,896,464,393</u>	Total.....	<u>\$26,085,858,680</u>
		Special Surplus Funds.....	\$53,954,363
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,117,542
		Unassigned Surplus.....	7,676,228,083
		Surplus to Policyholders.....	<u>16,569,299,988</u>
Total Admitted Assets.....	<u>\$42,655,158,668</u>	Total Liabilities and Surplus.....	<u>\$42,655,158,668</u>



- * Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

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

2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$16,569,299,988.00 as of the calendar year ended December 31, 2014, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2014 in the amount of \$1,250,943,000.00.

4) The amount of the bond to which this statement and certification is attached is \$ 298,296.01.

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

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		and;

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

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a corporation domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: 

David M. Carey, Assistant Secretary

Dated: July 8, 2015



Mount Construction, Inc.
427 South White Horse Pike
Berlin, NJ 08009
856-768-8493
www.MountConstruction.com

Full Service Construction and Site Improvement · Bridge Construction · 24/7 Emergency Repairs · Excavation · Wet Tapping · Recycling

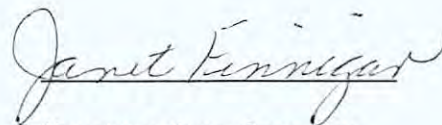
CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that David Smith/President, Robert Beechler/Vice President, and Janet Finnigan/Corporate Secretary (Officer Names/Titles as many as applicable) of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by the New Jersey Department of Transportation, specifically **(Complete & Full Project Description w/ DP #)**

Construction of Leonardo Confined Disposal Facility DP 15425

I, Janet Finnigan, Secretary of a Corporation of New Jersey(State) CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on 6-26-15 (Date, subsequent to the Bid Date), pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATED: 7/8/15


Signature, Corp. Secretary

Janet Finnigan

Print Name, Corp. Secretary

AFFIX CORPORATE SEAL

ate Number
605531

Registration Date: 06/06/2014
Expiration Date: 06/05/2016



State of New Jersey

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

Public Works Contractor Registration Act

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

Mount Construction Co. Inc.
2014

Responsible Representative(s):
David Smith, CEO

Harold J. Wirths

RECEIVED

JUL 10 2015

CONSTRUCTION SERVICES
PROCUREMENT DIVISION

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
MOUNT CONSTRUCTION COMPANY, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
223-170-892/000

CONTRACTOR CERTIFICATION#
0080632

ADDRESS
427 S. WHITE HORSE PIKE
BERLIN NJ 08009

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
03/27/91

FORM-BRC(08-01)

Patricia A. Chiacchis
Director, Division of Revenue

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

RECEIVED

JUL 10 2015

CONSTRUCTION SERVICES
PROCUREMENT DIVISION

Viernes, Quintin

From: Antinoro, Katherine <Katherine.Antinoro@treas.nj.gov>
Sent: Thursday, July 16, 2015 3:30 PM
To: Barber, Linda
Cc: Daniels, Keith; Viernes, Quintin
Subject: RE: Chapter 51 Approval_ Mount Construction Co, Inc - DP 15425

Hi Linda,

MOUNT CONSTRUCTION COMPANY, INC. (DP15425) is approved for 2 year Chapter 51/EO117 certification. Please verify the vendor's continuing compliance status with the Chapter 51 Review Unit for any future contracts. Submit written verification request to CD134@treas.state.nj.us

Thank you

*Kathy Antinoro
Dept. of the Treasury
Chapter 51 Review Unit
609-292-2043*

*Important Notice" – Effective 4/17/2015, the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Closure of Political Contributions form has been revised along with the Information and Instructions form. The C.51/EO117 form shall be used for all future transactions. The new forms can be found online at:

<http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>

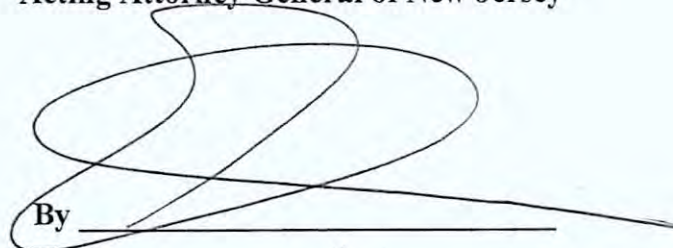
Please note that an Ownership Disclosure form is no longer required to be submitted when using the new C.51/EO117 form.

**Construction of Leonardo Confined Disposal Facility Contract No. 009201501
Middletown Township, Monmouth County, 100% State,
PE No: 6110108, CE No: 2205864,
DP No: 15425**

OFFICE OF THE ATTORNEY GENERAL

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

**John Jay Hoffman
Acting Attorney General of New Jersey**

By 

Name: Elaine C Schwartz

Deputy Attorney General

Date 7/22/15