



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Climate and Flood Resilience  
Division of Coastal Engineering

1510 Hooper Avenue  
Suite 140

Toms River, NJ 08753

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

CATHERINE R. MCCABE  
*Commissioner*

July 18, 2019

NJDEP PROJECT NO. 4293-18

EAST POINT SHORELINE STABILIZATION

TOWNSHIP OF MAURICE RIVER, CUMBERLAND COUNTY, NEW JERSEY

### ADVERTISEMENT FOR BID

Sealed bid proposals for the East Point Shoreline Stabilization Project, in the Township of Maurice River, Cumberland County, New Jersey will be received by the Manager, at 1510 Hooper Avenue, Toms River, New Jersey 08753, at 10:00 A.M. prevailing time, **Thursday, August 8, 2019.**

Bids shall be delivered to Erick Doyle, Manager, Division of Coastal Engineering, Bureau of Construction, in person at the above address or by mail prior to the time scheduled for bid openings. No bids will be accepted after the aforementioned time. All questions regarding the project are to be submitted by prospective bidders no later than 4:00 PM on July 26, 2019. All questions will be addressed by 4:00 PM on July 31, 2019 by the Division. The Division will only answer questions received from an authorized representative of a Pre-Qualified Contractor.

Plans and Specifications may be examined at the above address; however, call (732) 255-0767 before visiting to assure availability. Pre-qualified contractors can obtain bid documents from the Toms River address. Bidders must be pre-qualified with this Office under N.J.S.A. 52:35 et seq. under the "Special Miscellaneous Work" category prior to submitting a bid and are required to comply with the Affirmative Action provision as outlined in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Review and approval of new pre-qualification packages typically takes 10-12 calendar days, depending upon applicant's responsiveness. Please use the following link provided to access the pre-qualification package forms: <https://www.nj.gov/dep/shoreprotection/docs/prequalification.pdf>

Contractors and Subcontractors must be registered under the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91) at time of bid. Appropriate proof of this registration should be provided to NJDEP prior to award of contract. All prospective bidders must provide the following contact information for their designated authorized representative for all bid document, addenda, and correspondences to be delivered to. Please provide the following information to the Project Manager Michael Lewis via email at [Michael.Lewis@dep.nj.gov](mailto:Michael.Lewis@dep.nj.gov):

- Contact Name & Title;
- Mailing & Email Address;
- Office, Mobile, and Fax Number

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

Minimum wage rates for this project shall be as specified in the "Prevailing Wage Determination of the New Jersey Department of Labor and Workforce Development" on file with NJDEP. The entire work is to be completed within the CONTRACT TIME STATED WITHIN THE BID DOCUMENTS.

Also, please be advised that this project is federally funded and must adhere to the following:

"General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Davis-Bacon web site at under the appropriate county where the project is to be performed, select the construction type heading: HEAVY. Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate."

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

By submission of bid, the Contractor assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act. If an employee of the Contractor or Subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default."

The Department of Environmental Protection reserves the right to waive any informality in a bid or to reject any or all bids pursuant to law.



William Dixon, Director  
Division of Coastal Engineering

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

NOTICE TO BIDDERS  
SPECIFICATIONS  
AND  
PROPOSAL FORM  
FOR



EAST POINT SHORELINE STABILIZATION  
TOWNSHIP OF MAURICE RIVER, CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4293-18

July 2019

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

EAST POINT SHORELINE STABILIZATION  
TOWNSHIP OF MAURICE RIVER, CUMBERLAND COUNTY, NEW JERSEY  
DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4293-18

Table of Contents

<u>General Sections:</u>	<u>Page #</u>
<b>Section 1:00 – Project Description</b>	<b>D-1 – D-14</b>
1:01 – Location	
1:02 – Work Description	
1:03 – Investigation of Site and Conditions	
1:04 – Contract Time	
1:05 – Determination of Lowest Bid and Contract Award	
1:06 – Evaluation of Options	
1:07 – Project Sign	
1:08 – Tidal Datum	
1:09 – New Jersey Prevailing Wage Act	
1:10 – Business Registration	
1:11 – Permit Conditions	
1:12 – Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents	
1:13 – Forms	
1:14 – Review of Contracts	
1:15 – Federal Funding Provisions	
1:16 – Contracting with Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Firms	
<b>Section 2:00 to 10:00 – Standard Specifications</b>	<b>S-1 – S-43</b>
2:00 – Project Plans and Specifications	
2:01 – Project Specifications	
2:02 – The Project Plans	
2:03 – General Statement	
3:00 – Bidding and Contract Award	
3:01 – Definitions	
3:02 – Proposal and Estimated Quantities	
3:03 – Qualifications of Bidders	
3:04 – Joint Venture	

- 3:05 – Submitting Bids
- 3:06 – Bid Modifications
- 3:07 – Contract Award
- 3:08 – Addenda and Clarifications
  
- 4:00 – Bid Evaluation
  - 4:01 – Right to Waive
  - 4:02 – Director’s Right to Final Bid Acceptance
  - 4:03 – State’s Right to Request Clarifying Information
  - 4:04 – Reserved
  - 4:05 – Clarification of Bid
  - 4:06 – Evaluation Criteria
    - 4:06.1 – Bidder’s Cost Proposal
    - 4:06.2 – Bid Discrepancies
    - 4:06.3 – Reserved
  
- 5:00 – The Department of Environmental Protection
  - 5:01 – Definition
  - 5:02 – Supervision and Inspection
  - 5:03 – Project Office
  - 5:04 – Other Facilities to be Furnished
  
- 6:00 – The Contractor
  - 6:01 – Definition
  - 6:02 – Official Address
  - 6:03 – Safety
  - 6:04 (A) – Federal, State, and Local Laws
  - 6:05 – Stakes and Bench Marks
  - 6:06 – Property Protection
  - 6:07 – Patients
  - 6:08 (A) – Indemnification
  - 6:08 (B) – Owner’s and Contractor’s Protective Liability Insurance
  - 6:08 (C) – Pollution Liability Insurance
  - 6:08 (D) – Measurement and Payment
  
- 7:00 – General Construction
  - 7:01 – Investigation of Site and Conditions
  - 7:02 – Obstruction of Drainage
  - 7:03 – Misplaced Material
  - 7:04 – Water
  - 7:05 – Rights-Of-Way
  - 7:06 – Access to Roadway and Trestle
  - 7:07 – Damage to Structures
  - 7:08 – Construction Materials
  - 7:09 – Project Sign
  
- 8:00 – Contract Conditions
  - 8:01 – Contract Time
  - 8:02 – Sundays, Legal Holidays, and Night Work
  - 8:03 – Liquidated Damages



**Section 2:00 to 10:00 – Standard Specifications (cont.)**

**S-1 – S-43**

- 8:04 – Stopping Work
- 8:05 – Substantial Completion of Work
- 8:06 – Claim for Delay
- 8:07 – Abandonment of Contract
- 8:08 – Breach of Contract
- 8:09 – Review of Contracts

9:00 – Payment and Acceptance

- 9:01 – Payments
- 9:02 – Conditions of Acceptance
- 9:03 – Contract Quantities
- 9:04 – Site Restoration

10:00 – State Provisions

- 10:01 – New Jersey Prevailing Wage Act
- 10:02 – Division of Motor Vehicles Regulations
- 10:03 – Americans With Disabilities Act (A.D.A.)
- 10:04 – Affirmative Action
- 10:05 – Business Registration
- 10:06 – Subcontractors
- 10:07 – Buy America
- 10:08 – Diane B. Allen Equal Pay Act
- 10:09 – Notice of Child Support
- 10:10 – Conflict of Interest Law/EO 189
- 10:11 – State Use Tax
- 10:12 – Public Works Contractor Registration Act

**Section 11:00 – Technical Specifications**

**T-1 – T-28**

- 11:01 – Item No. 1 – Base Bid – General Work
- 11:02 – Item No. 2 – Base Bid – Geotube Revetment
- 11:03 – Item No. 3 – Base Bid – Demolish and Relocate Broken Concrete
- 11:04 – Item No. 4 – Base Bid – Imported Beach Sand
- 11:05 – Item No. 5 – Base Bid – Surveying
- 11:06 – Item No. 6 – Base Bid – Structure Monitoring
- 11:07 – Option “1” Items
- 11:08 – Option “2” Items
- 11:09 – Soil Erosion and Sediment Control
- 11:10 – Site Grading
- 11:11 – Onsite Material
- 11:12 – Stockpiling
- 11:13 – Contract Time
- 11:14 – Payment
- 11:15 – Access
- 11:16 – Construction Schedule
- 11:17 – Project Meetings
- 11:18 – Permit Conditions
- 11:19 – Subcontractors

Section 12-00 Surveys – Supplemental Specification	5 pages
Section 18-00 Imported Beach Sand – Supplemental Specification	4 pages
Section 24-00 Structures Monitoring – Supplemental Specification	5 pages
Section 28-00 Geotextile – Supplemental Specification	5 pages
Section 29-00 Geotube Containers and Scour Aprons – Supplemental Specification	10 pages
Permits:	
NJDEP Division of Land Use Regulation DLUR File No. 0609-17-0007.2 CZM190001 - Dated June 17, 2019	5 pages
United State Army Corps of Engineers Regulatory Branch CENAP-OP-R-2019-00236-95 (NWP-13) – Dated April 12, 2019	36 pages
Diane B. Allen Equal Pay Act Form	2 pages
NJDEP Code of Ethics	2 pages

#### Appendix A: Forms Due at Time of Bid

Ownership Disclosure Form	2 pages
Disclosure of Investigations and other Actions Involving Bidder Form	2 pages
Disclosure of Investment Activities in Iran	1 pages
Source Disclosure Certification form	1 page
Statement of Joint Venture (if applicable)	3 pages
Contractor Qualification Affidavit	2 pages
Corporate Resolution	1 page

#### Appendix F: Federal Funding Provisions

6 pages

#### Bid Proposal:

Proposal/Bid Schedule	P-1 – P-8
-----------------------	-----------

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

**1:00 PROJECT DESCRIPTION:**

**1:01 LOCATION:**

The proposed related work to be performed under this project is located at the East Point Shoreline which is located adjacent to the historic East Point Lighthouse and at the end of Lighthouse Road in Maurice River Township, Cumberland County, New Jersey. Specific details as to the location are shown on Sheet 1 of the project plans.

**1:02 WORK DESCRIPTION:**

The work to be performed under these specifications consists of the furnishing of all construction materials, equipment, labor, supplies and facilities, and the performing of all work necessary to install Geotube, remove debris, and all related work per project description, together with all appurtenant work, as required by and in conformance with these Specifications and Project Plans in sixteen (16) sheets, dated June 25, 2019, and identified as E-36-36.

**NOTES:**

1. The Division of Coastal Engineering (DCE or Division) permits the Contractor a maximum of fourteen (14) calendar days to return all completed forms, executed bonds, and signed and notarized necessary paperwork for the contract in its entirety upon receipt of the Intent to Award Letter. Failure to do so could result in the Contractor's disqualification of their bid.
2. The contractor shall be fully mobilized and begin work within ten (10) days after receiving the Notice to Proceed Letter from the Division of Coastal Engineering.
3. All Contractor questions must be submitted by 4:00 PM on Friday, July 26<sup>th</sup>, 2019 via email to the Project Engineer at [michael.lewis@dep.nj.gov](mailto:michael.lewis@dep.nj.gov). DCE will answer all questions by 4:00 PM on Wednesday, July 31<sup>st</sup>, 2019. Only questions submitted by an authorized representative of the Pre-Qualified Contractor to DCE via email will be addressed.
4. It is highly recommended and encouraged that all prospective bidders visit the site(s) to satisfy themselves of the site(s), proposed work, and existing conditions prior to submitting their bid. Should the



contractor decide not to visit the site(s), this will not relieve them of performing the job for the total price bid.

5. To achieve eligibility for award of contract, the NJDEP Division of Coastal Engineering requires that the apparent low bidder register with NJ Start prior to contract execution. All bidders can register with NJ Start at <https://www.njstart.gov/bsol/>. For any questions regarding how to register or the registration process, please contact the Project Manager.
6. All Bidders MUST designate an Authorized Representative upon receipt of the Project Bid Package. All official correspondence must be submitted through that representative during the solicitation process. Please refer to the Project Advertisement for more information.
7. Any information given for bidding purposes, prior to construction, are for general information only, and are not warranted to show actual conditions, nor intended to substitute for personal investigation.
8. Where referenced "Manager" shall be deemed to include the Manager or Director of the NJDEP Division of Coastal Engineering or his/her Authorized Representative. Where referenced Engineer or Project Manager shall mean the Project Engineer or Project Manager of the Division as designated by the Manager. When referenced "Division or DCE" shall mean the Division of Coastal Engineering and its authorized representatives.
9. Prior to any site disturbance, the Contractor shall field verify the existing topography and advise the Engineer in writing of any discrepancies. Should discrepancies arise, the Engineer reserves the right to provide a change of plan within seven (7) working days of said notification. The Contractor shall make no claims if a change of plan is necessary.
10. All applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction of the site and construction of the project shall apply to this project throughout and they shall be deemed to be included in the contract the same as though herein written out in full.

**1:00 (3) PROJECT DESCRIPTION:**

- 11. Should the Contractor, during the progress of the work lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to property he shall recover and remove the item(s) and notify the Division.**
- 12. The Contractor shall coordinate with DCE Project Manager to ensure that all necessary Federal, State, and Local Permits have been acquired prior to commencement of construction.**
- 13. The Contractor shall maintain access to the shoreline throughout the duration of the project for Division of Coastal Engineering (DCE) Staff.**
- 14. A complete Bid Checklist has been provided in Appendix A. Bidders are to utilize this checklist to ensure that all deliverables required at the time of bid are submitted.**
- 15. Contractor shall abide by the staging areas as shown on the plans unless the Contractor seeks additional staging or access areas at their own expense.**
- 16. The NJDEP reserves the right to take as long as 90 days after bids have been received to fully execute a contract. Failure to submit all necessary paperwork to the Division of Coastal Engineering in a timely fashion will delay the execution of the contract and issuance of Notice to Proceed. The window to execute a contract shall be officially stopped should there be any formal bid protest until a final determination has been made. The clock shall continue from the elapsed time prior to the formal protest moving forward.**
- 17. Contractor shall take full responsibility of the work zone and staging areas until the project is closed out. The Contractor will assume responsibility to prepare the work site for any potential storms and cooperate with both the State and Local officials during such events.**
- 18. Any sand excavated for construction purposes must be stockpiled for reuse as backfill material. Any sand loss will be the sole responsibility of the Contractor to replace.**

**19. Work seaward of the High Tide Line (HTL) may not commence prior to August 31<sup>st</sup> , 2019 due to timing restrictions. Mobilization may occur prior to August 31<sup>st</sup>, 2019, however only upland construction activities may begin. See Special Conditions Note 2 on Permit DLUR 0609-17-0007.2 CZM1900001.**

**20. The Contractor is to coordinate with the Project Manager to ensure an archeological monitor is on site when necessary, in accordance to the archeological monitoring plan provided in the Federal Permit. Archaeological monitoring services will be provided by the New Jersey State Historic Preservation Office.**

**21. Due to anticipated manufacturing lead time of 2-4 weeks for all geotextile materials, the Contractor is to order all items necessary for work within ten (10) days of the Notice to Proceed.**

**The work under this project is to be bid upon and executed under the seven (7) work items, more particularly described as follows:**

**BASE BID (STATION 0+00 TO 5+65):**

**ITEM NO. 1 – BASE BID - GENERAL WORK:**

The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to mobilize/de-mobilize all necessary plant and equipment to perform the work items and all other items not specified for the completion of the project as a whole, as described herein.

See Subsection 11:01 for further details and specifications.

**ITEM NO. 2 – BASE BID – GEOTUBE REVETMENT**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, fill and dewater the Geotube revetment and the associated scour protection apron to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Base Bid quantity for this bid item is five-hundred seventy (570) linear feet.

See Subsection 11:02 for further details and specifications.

**ITEM NO. 3 – BASE BID – DEMOLISH AND RELOCATE  
BROKEN CONCRETE**

The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to demolish, haul, place, and grade broken concrete as depicted on the project plans or as directed in the field by the Project Manager or his or her representative.

The total estimated Base Bid quantity for this bid item is one (1) lump sum.

See Subsection 11:03 for further details and specifications.

**ITEM NO. 4 – BASE BID – IMPORTED BEACH SAND:**

The work under this item is to be bid upon and executed at a per ton basis and shall include grading all depressions and importing, placing, grading, and compacting imported beach sand to the proposed lines and grades depicted on the project plans or as directed in the field by the Project Manager or his or her representative. The Contractor shall restore any areas disturbed outside the limits at his or her expense.

The total estimated Base Bid quantity for this bid item is three-thousand, seven-hundred (3,700) tons.

See Subsection 11:04 for further details and specifications.

**ITEM NO. 5 – BASE BID – SURVEYING:**

The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to perform a Pre-Construction survey that clearly identifies the Contractor work limits and the existing conditions of the site. This work also includes the completion of an As-Built survey at the completion of the contract prepared by a surveyor licensed in the State of New Jersey as specified in Section 11.05.

The total estimated Base Bid quantity for this bid item is one (1) Lump Sum amount for the Base Bid construction area.

See Subsection 11:05 for further details and specifications.

**ITEM NO. 6 – BASE BID – STRUCTURE MONITORING:**

The work under this item is to be bid upon and executed on a lump sum basis and shall include all labor, materials and equipment, and performing all operations required to monitor structures for potential effects of the contract work.

This work item should include structural monitoring of the East Point Lighthouse. A minimum of two (2) vibration monitors shall be utilized for this construction project.

See Subsection 11:06 for further details and specifications.

**OPTION "1" (STATION 0+00 TO 5+65):**

**ITEM NO. 1.1 – OPTION "1" – SAND FILLED MATTRESS**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, layout, place, fill and dewater the sand filled mattress to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Option "1" quantity for this bid item is five-hundred seventy (570) linear feet.

See Subsection 11:07 for further details and specifications.

**OPTION "2" (STATION 5+65 TO 8+75):**

**ITEM NO. 2.1 – OPTION "2" – GEOTUBE REVETMENT**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, fill and dewater the Geotube revetment and the associated scour protection apron to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Option "2" quantity is three-hundred forty (340) linear feet.

See Subsection 11:08 for further details and specifications.

**ITEM NO. 2.2 – OPTION “2” - IMPORTED BEACH SAND:**

The work under this item is to be bid upon and executed at a per ton basis and shall include grading all depressions and importing, placing, grading, and compacting imported beach sand to the proposed lines and grades depicted on the project plans or as directed in the field by the Project Manager or his or her representative. The Contractor shall restore any areas disturbed outside the limits at his expense.

The total estimated Option “2” quantity is one thousand, nine hundred sixty (1,960) tons.

See Subsection 11:08 for further details and specifications.

**ITEM NO. 2.3 – OPTION “2” – SURVEYING:**

The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to perform a Pre-Construction survey that clearly identifies the Contractor work limits and the existing conditions of the site. This work also includes the completion of an As-Built survey at the completion of the contract prepared by a surveyor licensed in the State of New Jersey as specified in Section 11.05.

The total estimated Option “2” quantity for this bid item is one (1) Lump Sum amount for the additional surveying of the Option “2” construction area.

See Subsection 11:08 for further details and specifications.

**ITEM NO. 2.4 – OPTION “2” – SAND FILLED MATTRESS**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, layout, place, fill and dewater the sand filled mattress to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Option “2” quantity is three-hundred forty (340) linear feet.

See Subsection 11:08 for further details and specifications.



**1:00 (8) PROJECT DESCRIPTION:**

**1:03 INVESTIGATION OF SITE AND CONDITIONS:**

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

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

**NOTE: It is highly recommended and encouraged that all prospective bidders visit the East Point Shoreline Project Site to ascertain the scope of work under the proposed work items. Should the Contractor decide not to visit the site, this will not relieve him of performing the job for the total price bid.**

**1:04 CONTRACT TIME:**

The contract shall be completed by December 31<sup>st</sup> 2019 . All work seaward of the High Tide Line (HTL) may not commence prior to August 31<sup>st</sup>, 2019. Mobilization may occur prior to August 31<sup>st</sup>, 2019, however only upland construction activities may begin. In the event of severe weather, which would not allow for work during these days, the Contractor will be credited by the Project Manager against total elapsed work time. See Section 8:01 for further details. Contractor must contact DCE Project Manager prior to mobilization.

**NOTE: THE CONTRACTOR SHALL BE FULLY MOBILIZED AND BEGIN WORK TEN (10) DAYS AFTER RECEIVING THE NOTICE TO PROCEED LETTER FROM THE DIVISION OF COASTAL ENGINEERING.**

**NOTE: NO WORK SHALL COMMENCE UNTIL ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.**

**1:00 (9) PROJECT DESCRIPTION:**

**1:05 DETERMINATION OF LOWEST BID AND CONTRACT AWARD:**

**Bids will be compared and awarded on the basis of the total amount of base bid, exclusive of "Option 1" or "Option 2" items, for all the work as outlined in the proposal form. If the lowest acceptable bid is within the funds available to finance the project, a contract will be awarded for all the work as bid upon.**

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

In the event of a discrepancy between a unit price bid and an extended total in the bid proposal, the unit price shall govern. In the event of an omitted unit price or extended total for any one line item, the inferred price (either unit price or extended total) shall govern. In the event that a line item is not filled out, the bid shall be deemed nonresponsive and subsequently removed from consideration.

**NOTE: This contract is receiving funding from an outside source, the National Park Service, with an expiration date on funds available to expend. All work must be completed by December 31<sup>st</sup>, 2019. With that, the Department reserves the right to reduce the scope of work based on production rates and timing restrictions.**

**1:06 EVALUATION OF OPTIONS:**

The Department will evaluate bids for award solely based on the base bid. Evaluation of the options will not obligate the Department to exercise the option. Exercising of said option shall be contingent upon availability of funds to accomplish same. A decision whether an option or multiple options are to be exercised will be determined prior to the issuance of the Notice to Proceed. The Contractor will be notified of the awarding of the options within 30 days after the issuance of the Notice to Proceed.

**1:07 PROJECT SIGN:**

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

**1:00 (10) PROJECT DESCRIPTION:**

1. STATE OF NEW JERSEY
2. DEPARTMENT OF ENVIRONMENTAL PROTECTION
3. SHORE PROTECTION PROJECT NUMBER 4293-18
4. THE EAST POINT SHORELINE STABILIZATION PROJECT
5. IS DESIGNED TO ENHANCE THE ENVIRONMENT OF
6. NEW JERSEY'S SHORELINE AND TO FURTHER
7. IMPROVE OUR RECREATIONAL FACILITIES
8. PHILIP MURPHY, Governor
9. SHEILA Y. OLIVER, Lt. Governor
10. CATHERINE R. McCABE, Commissioner
11. Funding provided by:
12. THE NATIONAL PARK SERVICE
13. DEPARTMENT OF THE INTERIOR
14. and
15. HISTORIC PRESERVATION OFFICE
16. DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTE: Lines 1 to 3 to be 4 inches high  
Lines 4 to 7 to be block letters 2 1/2 inches high  
Lines 8 to 16 to be 2 inches high

The upper portion of the sign, Lines 1 to 3, shall be gold letters on a blue field. The lower portion, Lines 4 to 16 shall be blue lettering on a gold field. All lettering shall be upper case standard block form. To this, the top corners shall have the DEP logo affixed an approximate one foot square in size in two-toned coloration. To this, the bottom corners shall also have the logos of The National Park Service, Department of the Interior and the Historic Preservation Office, Department of Environmental Protection. Digital files of these logos will be provided by the State. The Contractor shall submit the sign design to the Division prior to its construction and erection.

**1:08 TIDAL DATUM:**

The datum plane of reference for this project is North American Vertical Datum of 1988 (NAVD88). The range of tide (Mean Low Water to Mean High Water) for this project area is anticipated to be 5.65 feet (NAVD 1988).

**1:09 NEW JERSEY PREVAILING WAGE ACT:**

See Section 6:04 herein for detailed requirements of the New Jersey Prevailing Wage Act. A copy of bulletin MW 211 entitled

"NJ State Prevailing Wage Act & Regulations", issued by the State of New Jersey, Department of Labor and Workforce Development (LWD), is available at <http://www.nj.gov/labor/wagehour/content/MW-211.pdf>. In addition, the "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Workforce Development, will be attached to the contract for the project.

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

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

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

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

**1:10 BUSINESS REGISTRATION:**

All Contractors bidding the work under this contract shall comply with the provisions of N.J.S.A. 52:32-44 (P.L.2001, c.134, s.1; (Title amended 2004, c.57, s.2); amended 2004, c.57, s.3; 2009, c.315, s.2.) - Business Registration. No state agency can enter into a contract with Contractors unless first provided with proof of a valid business registration with the Division of Revenue.

**1:11 PERMIT CONDITIONS:**

The Contractor shall adhere to all permit conditions set forth in NJDEP Permit, DLUR File No. 0609-17-0007.2 CZM190001 and a Department of the Army Nationwide Permit No. 13, File No. CENAP-OP-R-2019-00236-95, as located herein. Any failure to adhere to all conditions currently and subsequently laid forth may

result in fines levied to the Contractor from either the State or Federal Regulatory Enforcement Agencies.

**1:12 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS:**

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

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

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

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

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

**1:13 FORMS:**

Each Bidder shall submit the forms listed within Appendix A at the time of bid.

**1:00 (13) PROJECT DESCRIPTION:**

**1:14 REVIEW OF CONTRACTS:**

It is the Contractor's responsibility to ensure that they are in full compliance with the Two-Year Chapter 51/Executive Order No. 117.

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

**1:15 FEDERAL FUNDING PROVISIONS:**

The Contractor must comply with all the terms and conditions outlined in the Federal Funding Provisions included in Appendix F.

**1:16 CONTRACTING WITH MINORITY BUSINESS ENTERPRISE (MBE) AND WOMAN BUSINESS ENTERPRISE (WBE) FIRMS:**

It is the Federal Government's policy to award a fair share of contracts to Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs). For definitions of MBEs and WBEs please refer to Appendix F. The instructions regarding the reporting of MBEs/WBEs under grants and cooperative agreements awarded by the Department of the Interior (DOI) bureaus and offices can be found in 2 CFR 200.321. Affirmative steps must be taken to assure that MBEs/WBEs are utilized when possible as sources of supplies, equipment, construction, and services. The affirmative steps shall include the following:

1. Including qualified MBEs/WBEs on solicitation lists;
2. Assuring that MBEs/WBEs are solicited once they are identified;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;



4. Where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
5. Encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U. S. Small Business Administration to identify MBEs/WBEs, as required;
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps listed above.

**--End of Project Description--**

**2:00        PROJECT PLANS AND SPECIFICATIONS****2:01        PROJECT SPECIFICATIONS:**

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

These Specifications will be annexed to and become part of the contract.

**2:02        THE PROJECT PLANS:**

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

**2:03        GENERAL STATEMENT:**

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

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

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

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

If in the opinion of the Contractor, the construction operations as shown on the plan or staked on the ground will damage or undermine existing structures or properties adjacent to the site

of the work, the Contractor shall request an examination and determination by the Director before proceeding with the work.

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

**3:00        BIDDING AND CONTRACT AWARD:****3:01        DEFINITIONS:**

1. **Bid** – Refers to the solicitation for the Project or the package assembled by the Contractor that contains the pricing and required documentation to be submitted.
2. **Beach** – As defined in N.J.A.C. 7:7-9.22.
3. **Bidder** – An entity, such as a Contractor, offering a Proposal in response to the Division's Bid Solicitation.
4. **Bid Solicitation** – The Division's Request for Proposal (RFP) which is made public through advertising, mailings, or some other method of communication.
5. **Reserved**
6. **Contract** – Legally binding agreement between the Division and the Contractor for the execution of the project.
7. **Contractor** – The Bidder or first party awarded a Contract resulting from this Bid Solicitation (Further defined under Section 6:01).
8. **Reserved**
9. **Department** – The Department of Environmental Protection (Further defined under Section 5:01).
10. **Director** – Director, Division of Coastal Engineering, Engineering and Construction, Department of Environmental Protection, who is the Contract Manager for projects administered by the Division.
11. **Division** – The Division of Coastal Engineering.
12. **Reserved**
13. **Groin** – A rigid structure constructed perpendicular to the shoreline to inhibit longshore transport of sediment and widen a shoreline.
14. **Inlet** - As defined in N.J.A.C. 7:7-9.9(a).
15. **Jetty** – A rigid structure used to maintain the opening to a navigational channel such as an inlet.
16. **Reserved**
17. **Project Manager** – The individual employed by the Division that is tasked with the management and oversight of the project.
18. **Proposal** – Bidder's timely response, or bid, to the Bid Solicitation including, but not limited to, Cost Proposal/Quote, Contractor Experience, Stone Setter Experience, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.
19. **Revetment** - As defined in N.J.A.C. 7:7-1.5.
20. **Seawall** – A wall or embankment erected to prevent a tidal waterbody from encroaching on or eroding a shoreline.
21. **State** – The State of New Jersey.
22. **Reserved**
23. **Tidal Waters** - As defined in N.J.A.C. 7:9B-1.4.

**24. Substantial Completion of Work** – The completion of all major features of work that is substantiated or approved by the Department. Declaration of Substantial Completion is made upon the completion and acceptance of a final walkthrough and development of punchlist items.

**25. Punchlist** – All outstanding items to be completed by the Contractor defined by the Department at the time of Substantial Completion. These items must be completed prior to final contract closeout.

**3:02****PROPOSAL AND ESTIMATED QUANTITIES:**

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

In the event of an omitted unit price or extended total for any one line item, the inferred price (either unit price or extended total) shall govern.

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

**3:03****QUALIFICATIONS OF BIDDERS:**

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

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

In determining the qualifications of a bidder the Division will consider their record in the performance of any contracts for similar work into which they may have entered with the State of New Jersey, or with any Federal Department or Agency or with other public bodies; it expressly reserves the right to reject the bids of such bidder if such record discloses that such bidder, in its opinion, has not properly performed such contract or has habitually, and without just cause, neglected the payment of bills, or has otherwise disregarded their obligation to subcontractors,

employees, or who has failed to satisfactorily complete a previous contract.

**3:04      JOINT VENTURE:**

Any bidder interested in entering a Joint Venture shall complete and provide a Statement of Joint Venture to be included with their bid proposal. The statement of Joint Venture template has been attached herein.

**3:05      SUBMITTING BIDS:**

Bids received after the time named in the Project Advertisement, or if and when applicable after any revised date or time as stated in any addendum, or in unsealed envelopes will not be considered. Bids and guarantees must be submitted sealed in the bid envelopes furnished with the Proposal Forms. Bids received in other than required bid envelopes may be considered non-responsive by the Division. The bid envelope should be marked in the places designated thereon with the name and address of the bidder, the number of the project for which the bid is made, and the date and hour of the opening bids.

All bids must be listed upon the Proposal Form attached hereto. The Proposal Form shall be submitted with the attached forms as issued for bidding. Bidders are cautioned not to attach any conditions, limitations, or provisions to the Proposals as such conditions, limitations or provisions may render their bid non-responsive and may cause its rejection. The right is reserved to waive any minor informality or to reject any or all bids, pursuant to law, as may be deemed in the best interest of the State of New Jersey.

**The process for receiving and evaluating bids will commence as follows:**

- 1. Contractors must deliver sealed bids to the Division on or prior to the prescribed bid opening date and time.**
- 2. At the prescribed time and date, sealed bids will be opened and prices announced.**
- 3. Responsive bids will be reviewed to ensure documentation required at opening of bid was included.**
- 4. A Department representative will confer with the Project Management Team regarding the base bid and options item costs.**



- 5. The Lowest Responsive bid will be awarded the contract. The final determination will be announced within thirty (30) business days from the receipt of bids.**

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

The Payment and Performance Bonds shall be in an amount equal to one hundred (100%) percent of the Contract Amount, with such sureties as shall be approved by the State of New Jersey, to secure the faithful performance of the contract; to indemnify and save harmless the said State of New Jersey from all proceedings, suits or actions of any name or description; to assure the payment of all persons performing labor and/or furnishing material in connection with the project.

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

In the event that the representative(s) signing the proposal and required documents is/are acting as an agent(s) for a corporation, it is necessary that a certified corporate resolution, corporate acknowledgement, corporate bylaws, or similar documentation be submitted as evidence of the representative's(s') authority to act on behalf of the corporation. In the event the corporation does not already have documentation demonstrating the representative's authority to act on its behalf, an acceptable Corporate Resolution template is attached herein.

**3:06****BID MODIFICATIONS:**

A bidder may modify its bid proposal by electronic mail or letter at any time prior to the scheduled closing time for receipts of bids, provided such communication is received by the DCE prior to such

closing time. A mailed confirmation of any modification signed by the bidder must be mailed and time-stamped by the US Postal Service prior to the specified closing time. Such confirmation, whether transmitted electronically or by mail, shall be accompanied by a newly executed Bid Proposal Form. Communications shall not reveal the basic bid price but shall only provide the amount to be added, subtracted, or modified so that the final prices or terms will not be revealed until the sealed proposal is opened. If written confirmation of the telegraphic modification is not received within two (2) working days after the scheduled closing time, no consideration will be given to the telegraphic modification.

Bids may be withdrawn upon receipts of a bidder's written request prior to the time fixed for the bid opening. A bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from the bid may be made in writing to the Director. The written request shall be signed by an authorized corporate officer. A determination of whether the bidder will be released shall be at the sole discretion of the Director, who shall issue a finding within five (5) working days of receipt of all pertinent information relating to such request for relief.

**3:07****CONTRACT AWARD:**

The Division reserves the right to award a contract under this project within the funds available for the project on the basis of the lowest accepted bid received as determined by the provisions in section 1:00 herein, or to reject all bids as it may deem in the best interest of the State of New Jersey.

The apparent low bidder must furnish Performance & Payment Bonds in order to receive award. The terms and conditions of bidding and contract award as set forth in these specifications and in section 1:00 of these specifications shall become a part of the contract agreement as though recited and contained therein.

The NJDEP reserves the right to take as long as 90 days after bids have been received, and the Intent to Award has been issued, to fully execute a contract. Failure to submit all necessary paperwork to the Division in a timely fashion will delay the execution of the contract and issuance of Notice to Proceed. The window to execute a contract shall be officially stopped should there be any formal bid protest until such time as the protest is officially dismissed. The clock shall continue from the elapsed time prior to the formal protest moving forward.

**3:08      ADDENDA AND CLARIFICATIONS:**

The Division reserves the right at any time prior to the announced time for receipt of bids to amend the Specifications, Plans and Proposal Form in the interest of the State of New Jersey. Addendums that may result in material changes to Bid Prices shall be given five (5) additional calendar days for the bid of the Project. Clarifications of such items will result in the issuance of a 'Clarification Statement' with no additional time being allotted.

If and when an addendum or clarification is issued, bid packages must include a signed copy of the "Acknowledgement of Receipt of Changes to Bid Document Form" that will accompany an addendum or clarification package if and when an addendum or clarification is issued. Failure to include the signed form in a bid package may cause said package to be deemed incomplete.

**4:00      BID EVALUATION:****4:01      RIGHT TO WAIVE:**

The Director reserves the right to waive minor irregularities or omissions in a bid. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

**4:02      DIRECTOR'S RIGHT TO FINAL BID ACCEPTANCE:**

The Director reserves the right to reject any or all bids, or to award whole or in part if deemed to be in the best interest of the State to do so.

**4:03      STATE'S RIGHT TO REQUEST CLARIFYING INFORMATION:**

The Director reserves the right to request clarifying information which may assist him or her in making a contract award.

**4:04      RESERVED****4:05      CLARIFICATION OF BID:**

After the submission of bids, unless requested by the State as noted below, bidder contact with the State is not permitted.

During the Department's review, one, some, or all of the bidders may be asked, by the designated representative, to clarify certain aspects of its bid via email.

Clarifying information requested by the Division for the purpose of resolving minor ambiguities, irregularities, informalities, clerical errors, or to clarify the detail in the descriptive elements within the bid package only. Clarifying information cannot remedy any deficiencies or material omissions in the bid, including lack of project experience or missing forms.

**4:06      EVALUATION CRITERIA:**

All bids will be received and initially reviewed by a designated representative from the Division to determine whether the bid is responsive. In order for the bid to be deemed responsive, the bid must include all required completed forms, bonds, a completed cost proposal, and other required documents.

Bidders that are deemed non-responsive will be notified, responsive bids will be determined as follows:

- a. Prequalification Documentation: The documentation required as part of the "Contractor's Financial and Equipment Statement," submitted to the Division by the Contractor prior to receiving Project Plans and Specifications.
- b. Bid Package Documentation: All necessary forms, bonds, and other documents required in the Specifications for the bid to be deemed responsive.
- c. Bid Proposal: See Section 4:06.1 below.

**4:06.1      BIDDER'S COST PROPOSAL:**

The Bidder submitted cost proposal will be considered by the Division in the evaluation process. The pricing evaluation methodology will be date-stamped and entered into the record system. If any changes or revisions are to be made to the evaluation process, it will occur during the solicitation phase and will be recorded in an Addendum. No changes are to be made upon receipt of bids on the bids opening date.

**4:06.2      BID DISCREPANCIES:**

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures. In the event of an omitted unit price or extended total for any one-line item, the inferred price (either unit or extended total) shall govern.

**4:06.3      RESERVED:**

**5:00        THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:****5:01        DEFINITION:**

The term "Department" in the Specifications and Contract refer to the Department of Environmental Protection. The term "Commissioner" refers to the Commissioner of Environmental Protection. The term "Engineering and Construction" refers to the Engineering and Construction program within the Department. The term "Director" refers to the Director of the Division of Coastal Engineering of the aforesaid program. The terms mentioned above may appear in the Specifications, Contract or correspondence relating to this Project.

**5:02        SUPERVISION AND INSPECTION:**

The work will be conducted under the general direction of the Director. They will be represented on the work site by as many assistants as may be necessary. The Contractor shall give twenty-four (24) hour notice when they need the services of the Director. The Director will appoint a designated Project Manager, along with Project Engineers and/or Inspectors whose duty it shall be to exercise supervision of operations and to enforce compliance with the evident intent and meaning of the Contract and these Specifications.

The presence of the Inspectors shall not relieve the Contractor of their responsibility for proper execution of the work. If the Contractor considers any work required to be outside the requirements of the Contract or considers any record or ruling of the Inspector unfair, they shall ask for written instructions or decision immediately and then file a written protest with the Director against the same within five (5) calendar days of the request, or be considered as having accepted the record or ruling.

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

The order in which the work will be prosecuted will be indicated from time to time by the Project Manager and/or Director. The locations and limits of the work shall be plainly indicated in

advance by stakes and ranges established by the Contractor's surveyor.

**5:03****PROJECT OFFICE:**

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

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

The office shall be equipped with one (1) desk, not less than two (2) feet by three (3) feet, containing not less than two (2) drawers with locks, three (3) office chairs; one (1) new computer, one (1) scientific calculator, and a plan table not less than three (3) feet by five (5) feet.

The Contractor shall provide light, air conditioning and heat for the office to maintain a 68-72 degrees Fahrenheit temperature range when weather conditions require it.

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

**5:04****OTHER FACILITIES TO BE FURNISHED:**

The Contractor will be required to furnish on request, such boats, boatmen, men and material as necessary for supervision, surveying or control work. The Contractor will be required to

furnish lumber and other material for the stakes, ranges, bench marks and tide gauges.



**6:00        THE CONTRACTOR:****6:01        DEFINITION:**

Wherever the term "Contractor" is used it is understood to refer to the first party of the Contract. Subcontractors as such will not be recognized.

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

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

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

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

The Contractor must acquaint his or herself fully of the conditions relating to the construction of the Project, the employment of labor thereon, all Federal and State Laws and Municipal Ordinances and Regulations pertaining thereon.

The Contractor, by the submission of the Proposal and Bid for this Project, agrees, that they have personal knowledge of the site of the Project, of the physical conditions, of the surface and sub-surface conditions, of the tides, and datum and all hazards, known or anticipated and that the lack of any such knowledge affecting the performance fulfilling the provisions of the contract.

**6:02      OFFICIAL ADDRESS:**

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

**6:03      SAFETY:**

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

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

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

**6:04      (A) FEDERAL, STATE AND LOCAL LAWS:****Affirmative Action:**

The Contractor shall be responsible for the strict observance of their employees of the Laws of the United States affecting operations under the Contract.

The Contractor shall comply with the provisions of N.J.S.A. 10:2-1 to and inclusive of Section 10:2-4. The Contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry,

marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. No Contractor, subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

**Prevailing Wage:**

The Contractor shall adhere to the requirements of the New Jersey Prevailing Wage Act. A copy of bulletin MW 211 entitled "NJ State Prevailing Wage Act & Regulations", issued by the State of New Jersey, Department of Labor and Workforce Development, is available at <http://www.nj.gov/labor/wagehour/content/MW-211.pdf>. In addition, the "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Workforce Development, will be attached to the contract for the project.

The Contractor, and any Subcontractors will be required to pay all workman engaged in the performance of services directly upon the Project the prevailing rate of wages specified in said determination. This determination is conclusive for a period of two (2) years from date of issuance unless superseded within said two (2) years by a later determination.

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

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

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

Pursuant to N.J.S.A. 34:11-56.27, in the event it is found that any worker, employed by the Contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the New Jersey Department of Environmental Protection may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

**Sales Tax Exemption:**

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

Copies of Form ST-4, EXEMPT USE CERTIFICATE may be obtained from the State Division of Taxation, at [http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/st4.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st4.pdf). The Sales and Use Tax sections, which apply, are Nos. 8 (w) and 9 (a) (1). The project number, name of the Department and brief description of the project should be shown on the certificate for proper identification and reference.

The Contractor shall comply with the Laws of the United States and the State of New Jersey as to the inspection of hulls or boilers, etc. and the licensing of Masters and Engineers or other members of the crews of his vessels or plant. They shall conform to such

sanitary requirements as may be prescribed by the State or Municipal Laws. The Contractor shall comply with any State Code or United States Code, which applies to any of the work to be done under the contract.

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

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

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

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

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age,

race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.).

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 Dept. of LWD, 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 Dept. of LWD, 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 Dept. of LWD, 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 (42 U.S.C. 12101 et. seq.). 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 section B below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

**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 section 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 Dept. Of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-

discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) 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 as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. Of LWD, 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 these requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individuals shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. Of LWD, 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 Dept. of LWD, 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, on forms made available by the Dept. of LWD, Construction EEO



Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

**C.** The Contractor or subcontractor agrees that nothing contained in paragraph B above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to paragraph 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the Contractor, in accordance with *N.J.A.C. 17:27-7*. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

**D.** The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction

EEO Monitoring Program as may be requested by the Dept. of LWD, 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 re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**6:05      STAKES AND BENCH MARKS:**

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

**6:06      PROPERTY PROTECTION:**

The Contractor will be required to protect all, but not limited to, concrete pavement, curb, sidewalk, and bulkhead from any damage during the construction of the work. If any such property is damaged by the Contractor or their agents, or employees, he will be required to replace the damaged property to the entire satisfaction of the Project Manager and Director.

**6:07      PATENTS:**

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

**6:08      (A) INDEMNIFICATION:**

The Contractor acknowledges that at all times under this Contract they shall be acting in the capacity of an independent Contractor, and as such shall be solely liable for all claims of any kinds and description including any and all damages awarded in any suit or proceeding including costs thereof, to which the Contractor may be subjected, by reason of injury to the person or property of others, including employees, resulting from the performance of the project, or through negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the performance of the project or through any act or omission on the part of the Contractor, his sub-Contractor, employees, agents, or servants; the Contractor

agrees that there shall be no liability upon the State of New Jersey, through or by any and all of its Departments, Divisions or sub-divisions thereof including but not limited to its officers, agents, servants, or employees thereof, arising out of the performance by the Contractor of his obligations as set forth herein, and the Contractor further agrees to indemnify and save harmless the State of New Jersey, through or by any and all of its Department, Division, or Sub-Division thereof including but not limited to its officers, agents, servants, or employees thereof, from any liability and from all costs and expenses of any kind to which the State of New Jersey through or by any and all of its Departments, Divisions, or Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, may be put by reason of injury or claim of injury to persons or property resulting or arising from the performance by the Contractor, its servants, employees, subcontractors, licensees, agents, or invitees of its obligations herein.

**6:08**

**(B) OWNER'S AND CONTRACTOR'S PROTECTIVE  
LIABILITY INSURANCE:**

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

**A. Policy Requirements.** Procure and maintain insurance until Acceptance. The Department will not consider the Work or any portion as put to its intended use until Acceptance. The Contractor may only obtain insurance from companies that are licensed to provide insurance in the State. 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. Before performing construction operations, provide the Project Manager with certificates of insurance and policy declaration pages. The Department's [Insurance Certificate \(Form DC-175\)](#) is the only acceptable form as evidence of insurance. Ensure that insurance policies are endorsed to provide written notice by certified mail to the Department 30 days before changes to and/or cancellation of the policy. Upon request, provide the Project Manager with a certified copy of each policy.

Submit documentation to identify all exclusions and deductible

clauses. The limits of liability set forth below do not relieve the Contractor from liability in excess of such coverage. Deductibles for each policy are limited to \$250,000 per occurrence. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

**B. Types.** At a minimum, provide the following insurances:

1. Comprehensive General Liability Insurance. Procure Comprehensive General Liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage.

Ensure the coverage for the policy is at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State. Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Premises and operations.
4. Products and completed operations.
5. Independent Contractors.
6. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
7. Severability of Interest/Separation of Insureds.
8. Per project aggregate.

Ensure the policy is endorsed to delete any exclusions applying to property damage liability arising from:

1. Explosions.
2. Damage to underground utilities.
3. Collapse of foundations

Ensure the policy names the Municipality(s), the State, their officers, employees, and agents as additional insured. On the Insurance Certificate, indicate the cost for providing the policy.

2. Comprehensive Automobile Liability Insurance. Procure Comprehensive Automobile Liability insurance to cover owned, non-owned, and hired vehicles with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is

endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause.

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

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 Municipality(s), the State, their 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.

4. Workers Compensation and Employer's Liability Insurance.

Procure Workers Compensation Insurance according to the requirements of the laws of this State and include an all-states endorsement to extend coverage to any state that may be interpreted to have legal jurisdiction. Provide

Employer's Liability Insurance with the following minimum limits of liability:

1. \$1,000,000 each accident.
2. \$1,000,000 Disease each employee.
3. \$1,000,000 Disease aggregate limit.

If construction operations requires marine operations, including working from a barge or ship, or unloading material from a barge or ship on a navigable waterway in the United States, ensure the policy is endorsed to include US Longshore and Harbor Workers coverage and Jones Act coverage.

5. Excess Liability Insurance.

Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure

the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

6. Marine Liability Insurance. 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.
5. Ensure the policy names the Municipality(s), the State, their officers, employees, and agents as additional insured.

- C. Maintenance. Submit an updated [DC-175, Insurance Certificate](#), to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the Project Manager may suspend the Work. The Department may refuse to make payments due under this Contract or any other contracts with the Department until the required insurance coverage is in effect. The Department may use monies withheld to renew the insurance for the periods and amounts referred to above. Alternatively, the Department may default the Contractor and direct the Surety to complete the Project.

**6:08****(C) POLLUTION LIABILITY INSURANCE:**

Procure Contractor's Pollution Liability insurance for bodily injury and property damage with minimum limits of liability in the amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate. Ensure that the pollution liability insurance meets the policy requirements specified in Section 6:08.(B).A of these specifications.

If the policy is written on an occurrence form, ensure it will remain in effect until Acceptance, and ensure that completed operations coverage is provided for a period of no less than 2 years after Acceptance. If the policy is written on a claims-made basis, ensure an Extended Reporting Provision coverage is maintained for a period of no less than 2 years after Acceptance.

Ensure the policy provides coverage for:

1. Bodily injury and property damage to third parties.
2. Natural resource damages.
3. Environmental cleanup including restoration or replacement costs.
4. Legal defense.
5. Transportation of waste material by or on behalf of the Contractor away from the Project Limits.
6. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Contractor for disposal of waste.
7. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
8. Severability of Interest/Separation of Insureds.
9. Per project aggregate.

Ensure the policy does not contain any exclusions or limitations for:

1. Liabilities Assumed under an insured contract.
2. Lead, silica, or asbestos.
3. Underground storage tanks.
4. Insured versus insured exclusion that restricts coverage to the State.

Ensure the policy names the Municipality(s), the State, their officers, employees, and agents as additional insured. Provide documentation from the insurance company indicating the coverage, limitation of coverage, term of coverage, and cost of the pollution liability insurance policy.

**6:08****(D) MEASUREMENT AND PAYMENT:**

All costs associated with OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE and POLLUTION LIABILITY INSURANCE shall be included in the pay item "GENERAL WORK".

The Contractor shall provide all other insurance costs at the Contractor's expense.

**7:00        GENERAL CONSTRUCTION:****7:01        INVESTIGATION OF SITE AND CONDITIONS:**

The Contractor, by the submission of a bid acknowledges as follows: that they have satisfied them self with the nature and locations of the work; the general and local conditions, including but not limited to those bearing on accessibility, transportation, disposal, handling, and storage of materials; the availability of labor, water, supplies, materials, power, and roads; the uncertainties of weather, tides and similar physical conditions at the site of the work; the conformation and conditions of the ground; the surface and subsurface materials, conditions and obstacles; and the character of equipment and facilities needed prior to and during prosecution of the work. Any failure of the Contractor to acquaint them self with any and all factors bearing on the project will not in any way relieve them from their responsibility for estimating properly the difficulty and the cost of successfully performing the work, or the responsibility for completing the project under the terms of the contract and at the prices bid in the proposal.

**7:02        OBSTRUCTION OF DRAINAGE:**

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

**7:03        MISPLACED MATERIAL:**

Should the Contractor, during the progress of the work lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to property they shall recover and remove the same with the utmost dispatch.

The Contractor shall be given immediate notice with description and location of such obstructions from the Project Manager, and when required shall mark or buoy such obstructions until the same is removed. Should they refuse, neglect, or delay compliance with the above requirements, such obstructions may be ordered removed by the Manager and the costs of such



removal may be deducted from any money due or to become due the Contractor.

**7:04      WATER:**

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

**7:05      RIGHTS-OF-WAY:**

In the event the Contractor shall deem it necessary to obtain rights-of-way, storage areas, or other facilities, other than those provided by the Division, they shall be procured, used, and returned at their expense.

**7:06      ACCESS TO ROADWAY AND TRESTLE:**

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

**7:07      DAMAGE TO STRUCTURES:**

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

**7:08      CONSTRUCTION MATERIALS:**

All construction materials furnished for the work shall be new and unused and shall strictly conform to the grade and quality hereinafter specified unless otherwise stated. See Section 10:07 for more information on Buy America.

**7:09      PROJECT SIGN:**

The Contractor shall furnish and erect one or more project signs, complete with necessary supports, at locations to be designated in the field by the Project Manager. The signs shall be placed at

least one (1) day prior to the beginning of the project operations, and shall be maintained by the Contractor throughout the project operations. The number and text of the signs shall be as indicated in section 1:00, and the construction and materials shall be as hereinafter described.

Upon completion of the project, the signs shall be removed by the Contractor and shall become their property. Final payment under the project will not be made until the signs have been removed. The cost of the signs and appurtenant work shall be included in the bid as described in section 1:00.

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

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

The Project Manager may order changes in the names and category if required to convey existing conditions. The height and size of lettering may be varied to give proportion to the sign. See Section 1:00 for legend, sizes and wording.

**8:00        CONTRACT CONDITIONS****8:01        CONTRACT TIME:**

The Contractor will be required to begin work under the contract within ten (10) calendar days after the date of written notice from the Director, to begin work and must prosecute the work with due dispatch and with sufficient machinery and appliances, in good order to insure the completion of the work within the number of calendar days after the date of the commencement of the work as stated in Section 1:00 of these specifications. If at any time after the date fixed for beginning work, it shall be found that project operations in the opinion of the Director, are not being carried on at such a rate to complete the work within the time herein specified, the Director shall have the power after due notice in writing to the Contractor, to employ such additional plant or labor as may be necessary to insure proper prosecution of the work and any excess cost thereto over what the work should have cost at the contract rate, shall become due the Contractor. This provision however, shall not affect the right of the Department of Environmental Protection to annul the contracts.

**8:02        SUNDAYS, LEGAL HOLIDAYS, AND NIGHT WORK:**

Work may be prosecuted on Sundays, legal holidays, and at night if it can be done to the satisfaction of the Director and as agreed upon by resolution by the municipality.

**8:03        LIQUIDATED DAMAGES:**

For each calendar day after the date of completion stipulated in the contract that the work remains incomplete, the Department of Environmental Protection, may withhold from the Contractor's total compensation for the work the sum of one-thousand (\$1,000.00) dollars, and the amount thus withheld shall not be considered as a penalty but as liquidated damages fixed and agreed to in advance by contracting parties because of the difficulty of fixing exact damages, as a proper compensation to the State of New Jersey for the loss, inconvenience, and expense caused it by such delay.

**8:04        STOPPING WORK:**

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

No claims shall be made for any stoppage of work arising from environmental concerns as permitted in the specification (beach nesting birds, seabeach amaranth, etc.), except for extension of the time for the completion of the work.

**8:05 SUBSTANTIAL COMPLETION OF WORK:**

At any time during the contract period, the Contractor may submit to the Director through the Director's representative, a written notice claiming that work has been substantially completed. After the representative receives written notice, the Department will perform an inspection to determine whether the work is deemed substantially completed to the Department's satisfaction. If the work is not deemed substantially completed, the representative will respond within 14 days and provide necessary instructions for completion to the Contractor. Upon completing the instructions received from the representative, the Contractor shall renotify the representative that the work is substantially complete, and the Department will perform another inspection. This procedure is repeated until the Department determines that the work is deemed substantially complete.

Upon acceptance of the Substantial Completion of Work, a punchlist will be developed by the Department that is to be addressed by the Contractor prior to closeout.

**8:06 CLAIM FOR DELAY:**

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

**8:07      ABANDONMENT OF CONTRACT:**

If at any time the Director should judge that the work herein described, or any part thereof, has been abandoned, that it is unnecessarily delayed, or that the Contractor is not acting in good faith, then, in that case, the Director shall notify the Contractor in writing to discontinue all work under this contract. The Division may employ other parties to complete the work in accordance with these specifications and use such equipment and materials as may be found upon the site of aforesaid work, and if necessary, procure other materials, equipment and labor for its completion.

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

**8:08      BREACH OF CONTRACT:**

If the Division finds the Contractor in violation of any of the State and/or Federal Provisions provided within the Project Plans and Specifications, the Contractor will be subject to a penalty which may be monetary or punitive. Each offense and the circumstances regarding the offense will be reviewed by the Department and evaluated by the Director. The penalty enforced will be determined upon the completion of the Director's evaluation. The Director may choose to utilize a more severe penalty depending on the nature of the breach committed. Please see Section 8.06 - Abandonment of Contract.

**8:09      REVIEW OF CONTRACTS:**

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

**9:00        PAYMENT AND ACCEPTANCE:****9:01        PAYMENTS:**

Estimates and partial monthly payment for the work performed during the previous monthly period, in accordance with the terms of the contract, and not previously paid for, will be made on the twentieth (20th) day of each month by the Director and payment there upon will be made by the Division within thirty (30) days thereafter upon acceptance of the payment estimate.

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

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

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

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

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

Pursuant to N.J.S.A. 2A:30A-2, disputes regarding whether a party has failed to make payments required under the contract may be submitted to a process of alternative dispute resolution. Alternative dispute resolution shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts.

**NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE**  
- Pursuant to N.J.S.A. 54:49-19, and notwithstanding any other provision of law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the

indebtedness. Interest that may be payable by the State to the taxpayer pursuant to any State law shall be stayed.

**9:02      CONDITIONS OF ACCEPTANCE:**

It is the intent to accept the completion of work for each individual section as described in the plans and specifications. At any time of final acceptance the whole work must have been finished in a neat and workmanlike manner, and must be in that condition at that time. Defects arising from any cause at any time before acceptance must be made good and the whole work put in a condition as herein specified before acceptance.

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

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

Upon final acceptance of each section of work, the Contractor shall be relieved of their liabilities for the structure itself, and may release that portion of work from their bonds. However, this shall not relieve them from any potential claims that may arise from the prosecution of work or insurance requirements, and as such, the Contractor shall be held accountable for the investigation and defense of all claims from adjacent property owners for structural of property damages as stated in Section 6:08 (A) & (B).

**9:03      CONTRACT QUANTITIES:**

The Contractor obtaining the award will be paid upon the exact amount of work performed under each work item at the unit price or lump sum at which the Contractor bid such work item. It has been the endeavor to estimate the approximate quantity under each item to cover the outside requirements. In case either greater or lesser quantity under the various work items than those given herein for bidding are required to finally complete the work, the Contractor shall accept final payment for the actual quantity of work performed under each work item at their unit



price or lump sum bid under that work item, and shall make no claim for the variation or any anticipated profits, costs or charges.

**9:04****SITE RESTORATION:**

The Contractor shall photo document pre-existing site conditions of the work area, adjacent structures, and along haul routes to provide evidence of any potential damage that may occur due to construction activities. If it is determined that damages have occurred due to Contractor operations, the Contractor is to work with the Division to develop a Site Restoration Plan and implement accordingly.

The Site Restoration Plan should be developed upon Substantial Completion of the Project. Upon substantial completion, the Contractor shall perform a Walkthrough with the Project Manager and discern damages (if any) that are the responsibility of the Contractor. These damages shall be recorded by the Project Manager. The Contractor is then to prepare a restoration plan using programs such as ArcGIS, AutoCAD, or any other means to develop a plan that properly demarcates the damaged areas to be restored, the materials needed, and quantity of materials. The plan should be approved by the Project Manager prior to performance of the restoration work.

**10:00      STATE PROVISIONS:****10:01      NEW JERSEY PREVAILING WAGE ACT:**

A copy of Bulletin MW 210 entitled "Prevailing Rate of Wages on Public Contracts", issued by the State of New Jersey, Department of Labor and Industry, will be on file for inspection in the Trenton and Toms River offices of the Division of Coastal Engineering, together with "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Industry and will be attached to the contract for the project.

**10:02      DIVISION OF MOTOR VEHICLES REGULATIONS:**

All vehicles used on this project must meet current State regulations for travel on highways. The Contractor must conform to N.J.A.C. 7:27-14 "Diesel Idling Regulations".

**10:03      AMERICANS WITH DISABILITIES ACT (A.D.A.):**

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

**10:04      AFFIRMATIVE ACTION:**

See Subsection 6:04(B) herein for requirements. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The parties to this contract agree to incorporate into this contract the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as amended and supplemented from time to time and the Contractor and/or Subcontractor agree to comply fully with the terms, provisions and obligations of said Subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

**10:05      BUSINESS REGISTRATION:**

All Contractors bidding the work under this contract shall comply with the provisions of N.J.S.A. 52:32-44 ( P.L.2001, c.134, s.1; (Title amended 2004, c.57, s.2); amended 2004, c.57, s.3; 2009, c.315, s.2.) - Business Registration. No state agency can enter into a contract with Contractors unless first provided with proof of a valid business registration with the Division of Revenue.

A hotline, the Client Registration Unit at Revenue, has been set up at (609)-292-1730 for validation of current status or new Contractor registration.

**10:06      SUBCONTRACTORS:**

In addition to the requirements of Section 6:01 of the Standard Specifications, all Subcontractors must be pre-qualified with the Division of Coastal Engineering for the type of work and estimated value to be performed. Pre-Qualification must be achieved prior to commencement of the proposed activity the Subcontractor is to undertake.

The Division will require the following documents in order to pre-qualify a Subcontractor:

- Public Works Registration
- Business Registration
- Subcontractor Resume
- Proof of Licensure (If Needed)
  - i.e. Proof of Professional Licensed Surveyor for Surveying subcontractor.

Upon acceptance of the Subcontractor by the Division, a copy of the Subcontract must be submitted to DCE for record.

In addition to the superintendent required by Section 6:01 of the Standard Specifications, the Contractor shall be required to furnish one superintendent at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work at all times.

**10:07      BUY AMERICA:**

This project must comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1, et seq., which prohibits the use by the Contractor or Subcontractors of materials produced or manufactured outside of the United States on public work. For steel and iron products incorporated into the Project, the Contractor must provide a certification from the manufacturer stating the country where the steel or iron product was melted and manufactured including the application of coatings which protect or enhance the value of the material.

The Contractor is to ensure that three (3) copies of the manufacturer's certification are provided with each delivery of steel and iron products. The Contractor may retain one (1) copy and submit two (2) copies to the NJDEP-OCE. Certification must

include: material Description, quantity of material represented, country of manufacture, and a notarized signature of a person having legal authority to bind the supplier.

**10:08      DIANE B. ALLEN EQUAL PAY ACT:**

As of July 1<sup>st</sup>, 2018, pursuant to N.J.S.A. 34:11-56.14(b), any employer regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The employer shall provide the Commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Diane B. Allen Ford Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online website: [https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

**10:09      NOTICE OF CHILD SUPPORT:**

The Contractor shall adhere to the rules and all terms and conditions set forth in the following NJ State Statute: N.J.S.A. 54:49-19(b).

**10:10      CONFLICT OF INTEREST LAW/EO 189:**

The Contractor shall adhere to the rules and all terms and conditions set forth in the following NJ State Statute: N.J.S.A. 52:32-44(g).

**10:11      STATE USE TAX:**

The Contractor and its subcontractor, if any, and each of their affiliates shall, for any and all Term(s) of the Agreement, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales

and Use Tax Act," P.L.1966, c. 30 (N.J.S.A. 54:32B-1 et. seq.) on all their sales of tangible personal property delivered into this State. Any questions in this regard can be directed to the Division of Revenue that can be found below:  
<https://www.state.nj.us/treasury/revenue/revencode.shtml>.

**10:12****PUBLIC WORKS CONTRACTOR REGISTRATION ACT:**

Contractors and Subcontractors must be registered with the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91) at the time of the bid.

--End of Standard Specification--

**11:01      ITEM NO. 1 BASE BID - GENERAL WORK:**

The work under this item shall be bid upon and executed on a per lump sum basis. The work to be performed shall include, but not be limited to the following:

1. All general and overhead work, materials, supplies, facilities and expenses not specifically provided for under any other item or sub-items and required to complete the project work as a whole.
2. There will be **NO** fuel or asphalt price adjustments for this contract.
3. **It is the Contractor's responsibility to locate and protect all underground utilities within project work area and fully comply with New Jersey's Underground Facility Protection Act.** The Contractor is required to call 811 three days prior to the start of construction to find locations of all utilities and will supply the Division representative with the confirmation number of the "One-Call" system prior to the start of construction. Utilities indicated on the project plans are for general reference only. The Contractor is also required to notify all utility companies prior to the start of construction per Note 7 of the project plans. The exact type, number and locations of existing utilities has not been shown on the plans, and it is therefore the full responsibility of the Contractor to verify the exact location of all existing utilities and provide for their protection, or repair if damaged.

**If a conflict between any proposed project work and existing utilities is found by the Contractor, the Contractor shall notify the Project Manager immediately and protect said utilities until direction is given regarding the disposition of the said utilities.**

4. The Contractor shall accept the site as found upon commencement of work. The Owner assumes no responsibility for the continuation of conditions existing at the time of examination by the Contractor or thereafter.
5. The site restoration and repair of all private and public property and improvements disturbed, damaged, moved or changed in any way to their condition prior to the Contractor's operations shall adhere to subsection 9:04.

6. The removal of all debris, equipment, and material created by the Contractor's operation, or used by the Contractor, from the site of the work, as well as the known debris designated on the project plans.
7. The furnishing of a project sign, as specified in Subsection 1:07 and 7:09.
8. The furnishing and maintaining of a project office trailer SOLELY FOR THE ONSITE DIVISION REPRESENTATIVE, at the site of the work, complete with an all-in-one color printer/scanner, water cooler, microwave, and refrigerator, indoor toilet (optional, porta john is acceptable). For further specifications see subsection 5:03 of the Standard Specifications. NO WORK SHALL BEGIN UNTIL THE PROJECT TRAILER IS HABITABLE AND COMPLETE.
9. The Contractor shall also be responsible for establishing and maintaining lines and levels and assuring that all proposed fills are at their correct elevations. The Contractor will be responsible for the maintenance of stakes at all times throughout the construction process. Stakes shall remain in the ground until the Contractor is told by a Division representative they can be removed. Site grades shall be laid out by a competent engineer or land surveyor employed by the Contractor, who shall certify in writing to the Division the correctness of the layout of the stakes
10. The hiring of police personnel to control the flow of traffic for deliveries of materials and supplies or as may be required during construction of this project. Please coordinate with the Project Manager to determine if this is necessary.

The furnishing and maintaining of warning signs, signals, barricades, and watchmen, as necessary for the safety and protection of the public, particularly during construction. Also, the work area shall be sufficiently secured during the nighttime hours to prevent against trespassing and possible vandalism.

11. All labor, materials, equipment, and all other costs and accessories required to satisfy the requirements of soil erosion and sediment control and water quality control in conformance with Section 158 of the "NJDOT Standard Specifications for Road and Bridge Construction", 2007 Edition as revised herein and section 11:08 herein.

Supplying and erection of all soil erosion and sediment control devices and structures as directed by the Cumberland Salem Soil Conservation District and/or as directed by the Project Engineer if required.

12. The Contractor shall furnish a haul route and traffic control plan prior to commencement of trucking operations. This plan will be submitted to the Division for review and approval within seven (7) days. Upon approval, the Contractor may begin its hauling operations. Please contact Project Manager prior to submission.

All haul route roads utilized by the Contractor for the performance of the work under the project, shall be regularly maintained by the Contractor for the duration of the project in a condition deemed safe and satisfactory by the Division. Road maintenance shall be performed promptly and as directed by the Office and shall include, but not be limited to, the filling of pot holes or depressions with cold-mixed bituminous concrete material; and the control of excessive road dust by watering, or applying calcium chloride, or by other means satisfactory to the Project Manager.

13. The State has attained all easements and rights of ways for access onto the project area, including access roads to the project site necessary for the project. The Contractor is responsible for attaining any additional easements and right of ways for project areas not already attained by the State.
14. The Contractor is responsible for the removal from the site of all facilities, tools, surplus materials, equipment, scrap, debris, and waste immediately prior to the acceptance inspection. Where materials or debris have washed or flowed into or have been placed in watercourses, ditches, gutters, drains, or elsewhere, debris shall be entirely removed and satisfactorily disposed.
15. The installation and maintenance of orange safety fence within the project area to deter entry from non-authorized personnel.
16. The Contractor shall conduct operations to interfere as little as possible with bridges, roads, streets, sidewalks, driveways, or other passageways, and shall not close or obstruct any thoroughfares with equipment or materials.



17. The Contractor shall take all necessary precautions to guard against movement, settlement, or collapse of any bridges, passages, embankments or adjoining property; they shall be liable for any such movement, settlement or collapse, and repair promptly such damage when so directed.
18. The Contractor shall maintain public access to the beach when feasible. If public access is to be restricted, please notify a representative of the Division prior to commencement.
19. The Contractor shall arrange a pre-construction field meeting with the Division representatives prior to commencement and a post-construction field meeting to approve the work completed. Furthermore, the Contractor shall coordinate with DCE to schedule a weekly progress meeting to be held onsite during the course of the construction. See Section 8:05 for detail on Substantial Completion of Work.
20. The Contractor shall install silt fence with geotextile buried securely in the ground where deemed necessary by the Project Manager or Engineer. The work required for this item shall be bid upon and executed under the General Work item and shall include all labor, materials, equipment, rigging, tools, and accessories required to perform the installation and removal of a silt fence at the construction limits of the site.
21. Silt Fence should be installed in the field as per direction from the onsite representative.
22. Silt Fence is to be installed waterward of the proposed excavation and fill limits that is to be demarcated during the pre-construction survey.
23. All Silt Fence is to be removed from the site prior to demobilization.

**11:02****ITEM NO. 2 – BASE BID - GEOTUBE REVETMENT:**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, fill and dewater the Geotube revetment and the associated scour protection apron to the lines and grades set forth in the contract

documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Base Bid quantity for this bid item is five-hundred seventy (570) linear feet.

**MATERIALS:**

Materials shall conform to the requirements as outlined in Section 29:00 – “GEOTUBE CONTAINERS AND SCOUR APRONS” of the New Jersey Department of Environmental Protection – Division of Coastal Engineering specifications and to the lines and grades as indicated on the contract plans.

The Work covered under this Section of these Specifications consist of furnishing all plant, labor, supervision, equipment, appliances, and materials and in performing all operations required for deployment, anchorage, and filling of Geotube containers and Scour Aprons, in accordance with the lines, grades, design, and dimensions shown on the drawings as specified herein.

Contractor shall furnish Geotube containers and Scour Aprons fabricated in accordance with this specification, positioning the scour apron and tube in place, and hydraulically fill with sand provided at the site and filling in such a way as to form the Geotube structure and Scour Apron to the specified height, width, length and configuration.

Below are possible products that are in accordance with this specification:

A. Fill Material:

1. Fill material utilized to fill Geotube container shall be suitable beach sand material as set forth in specification Section 11.04 from a designated borrow site and installed as shown on the project drawings.

B. Geotube Containers

1. Approved Products:
  - a. Geotube GT1000MB Marine Structure Container provided by:  
TenCate™  
3680 Mount Olive Road  
Commerce, GA 30529  
Tel: (706) 693-1897

Fax: (706) 693-1896  
[www.Geotube.com](http://www.Geotube.com)

- b. Or Engineer approved equal
- C. Scour Apron and Anchor Tube Material
  - 1. Approved Products:
    - a. Scour Apron and Anchor Tube shall be GT500MB material provided by:  
TenCate™  
3680 Mount Olive Road  
Commerce, GA 30529  
Tel: (706) 693-1897  
Fax: (706) 693-1896  
[www.Geotube.com](http://www.Geotube.com)
    - b. Or Engineer approved equal

**METHODS AND SUBMITTALS:**

In accordance with Section 29:00 "GEOTUBE CONTAINERS AND SCOUR APRONS."

**11:03      ITEM NO. 3 – BASE BID - DEMOLISH AND RELOCATE BROKEN CONCRETE:**

The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to demolish, haul, place, and grade broken concrete as depicted on the project plans or as directed in the field by the Project Manager or his or her representative.

The total estimated Base Bid quantity for this bid item is one (1) lump sum.

**CONSTRUCTION MATERIALS:**

The existing concrete slabs for the boat ramp shall be the source of the concrete.

Concrete should be broken by mechanical means. All concrete shall be broken outside of the water and tidal zone.

All steel reinforcement and debris shall be removed prior to final placements of the broken concrete.

All broken concrete shall be placed about the High Tide Line. Please refer to Sheet 4 of the Project Plans for reference.

Concrete slabs shall have a d50 of 4.5" (3" to 6").

**CONSTRUCTION METHODS:**

The Contractor shall utilize the directed method of placement and compaction as described within Division 200 - Earthwork, Section 203 – Embankment of the NJDOT Standard Specifications for Road and Bridge Construction, 2007 Edition and as further summarized in Section 609:03 "Slope and Channel Protection."

Please coordinate with Project Engineer and/or Representative prior to placement of concrete slabs.

**11:04      ITEM NO. 4 – BASE BID - IMPORTED BEACH SAND:**

The work under this item shall be bid upon and executed on a per ton basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, compact, and grade beach sand to the lines and grades depicted on the project plans. Sand used to fill the Geotube and scour apron shall be included in Item No. 2 – Base Bid – Geotube Revetment and is not included in the estimated quantity below.

The total estimated Base Bid quantity for this bid item is three-thousand, seven-hundred (3,700) tons.

**MATERIALS:**

Materials shall conform to the requirements as outlined in Section 18:00 – IMPORTED BEACH SAND of the New Jersey Department of Environmental Protection – Division of Coastal Engineering specifications and to the lines and grades as indicated on the contract plans.

The Work covered under this Section of these Specifications consist of furnishing all sand to the kind, grade and manufacture for beach restoration and beach nourishment purposes; all in strict accordance with the Project Plans and Specifications.

- A. Imported Beach Sand Material
  - 1. Approved Quarry:
    - a. Imported Beach Sand Material shall be provided by:  
Tuckahoe Sand & Gravel Co., Inc.  
100 Sharp Road  
Tuckahoe, NJ 08270  
Tel: (609) 861-2082

<http://www.tuckahoesand-gravel.com/>

b. Or Engineer approved equal

**B. Imported Beach Sand:**

1. All fill material shall be clean medium sand (0.2mm - 0.6mm) as classified by the Wentworth scale and shall match the gradation and color (hue and value within one chroma according to the Munsell Soil Color Chart) of the surrounding sands.
2. At any time, a visual inspection by the Department of fill materials indicates non-conformance with these specifications, sand filling operations shall be ceased until results from additional testing indicates otherwise.

**METHODS AND SUBMITTALS:**

In accordance with Section 18:00 "IMPORTED BEACH SAND."

**11:05**

**ITEM NO. 5 – BASE BID – SURVEYING:**

The work under this item shall be bid upon and executed on a per lump sum basis and shall include a pre-construction survey of the beach from Mean Low Water to 100 ft inland of Mean High Water and as-built survey drawings of the finished erosion control structures and appropriated staging area in accordance with Section 12:00 – Surveys. The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to perform the work as described herein. This item shall also include all necessary survey layouts as performed by a licensed surveyor in the State of New Jersey.

**SURVEY METHODS:**

1. Pre-Construction Survey: This survey shall consist of elevation data referenced on a plan view of the shoreline in addition to approximated cross sections using survey data. The elevation shots should be taken from the Mean Low-Water Line to 100 ft upland of the Mean High-Water line within the project limits. During the pre-construction survey the surveyor should set controls in the field for the Contractor to be able to easily identify areas of fill.

The cross-sections submitted should be taken along the full length of the site at a maximum of 25' intervals. Intervals may require refinement to capture change in profile due to existing structures or vegetation. Please consult with Project Manager for any questions. Cross-sections should show the boat ramp,

southern bulkhead limit, vegetation, sand bag wall, and wetland limits from 10' westerly of the mean high-water line to 10' easterly of the estimated finished sand berm location. The submitted plans should also identify the existing materials within the specific cross-section.

Pre-Construction survey is to be submitted to and approved by the Department prior to placing fill on site.

2. As-Built Survey: This survey shall consist of elevation data referenced on a plan view of the completed erosion control structure installation in addition to completed cross-sections using survey data. The elevation shots should be taken at the top of the sand berm and tow of the sand berm at maximum 25 ft increments. Additionally, elevation shots should be taken along the top and toe of the stone revetment and rock sill structure.

The cross-sections submitted should be taken along the full length of the site at a maximum of 25' intervals. Intervals may require refinement to capture change in profile due to existing structures, vegetation, or intersections to the Geotube revetment (should match intervals determined during pre-construction survey). Please consult with Project Manager for any questions. Cross-sections should show the revetment and its elements (i.e. Geotube, scour apron, sand-filled mattress, broken concrete) outlined from 10' westerly of the mean high-water line to 10' easterly of the finished sand berm location. The submitted plans should also identify the existing materials within the specific cross-section. Please consult with Project Manager for any questions. Be advised surveys must be conducted around low tide to fully capture the limits described herein.

3. Both Surveys shall be submitted as follows: in .dwg format, .pdf format, and on 24" x 36" plan sheets (signed and sealed by a professional surveyor with licensure in the State of New Jersey). Please coordinate with Project Manager regarding survey requirements and submittals.
4. Conditional Surveys shall be performed every 50 feet of Geotube installation unless otherwise noted by the Project Engineer. Conditional Surveys shall be performed as

necessary as directed by the Onsite Inspector prior to advancing construction. Conditional Surveys are to confirm the top elevation of the Geotube, the scour apron, and the mattresses (if applicable).

The total estimated Base Bid quantity for this bid item is one (1) lump sum.

**11:06      ITEM NO. 6 – BASE BID - STRUCTURE MONITORING:**

The work under this item is to be bid upon and executed on a lump sum basis and shall include all labor, materials and equipment, and performing all operations required to monitor structures for potential effects of the contract work.

This work item should include structural monitoring of the East Point Lighthouse. A minimum of two (2) vibration monitors shall be utilized for this construction project.

The total estimated Base Bid quantity for this bid item is one (1) lump sum.

METHODS AND SUBMITALS:

In accordance with Section 24:00 "STRUCTURE MONITORING."

**11:07      OPTION "1" ITEMS**

**ITEM NO. 1.1 – OPTION "1" - SAND FILLED MATTRESS**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, layout, place, fill and dewater the sand filled mattress to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Option "1" quantity for this bid item is five-hundred seventy (570) linear feet.

PART 1 – GENERAL

**1.01 WORK SPECIFIED**

The Contractor shall furnish all labor, materials, equipment, and incidentals as shown specified and required in connection with deployment, anchorage, and filling of the Sand Filled Mattress, in

accordance with the lines, grades, design, and dimensions shown on the drawings and specified herein.

The Contractor shall furnish Sand Filled Mattress fabricated in accordance with this specification, positioning the mattress in place, and hydraulically fill with sand provided at the site and filling in such a way as to form the Sand Filled Mattress structure to the specified height, width, length, and configuration.

#### 1.02 RELATED DOCUMENTS

- A. Item No. 1 – Base Bid – General Work
- Item No. 2 – Base Bid – Geotube Revetment
- Item No. 4 – Base Bid – Imported Beach Sand

#### 1.03 DEFINITIONS

- A. Geotube Container: A large tube [greater than 7.5 ft (2.3m) in circumference] fabricated from "Specially Engineered Textile" in lengths greater than 20 ft (6.1 m). Geotube containers used in coastal and riverine erosion control applications are most often filled hydraulically with slurry or sand and water. The Geotube container can also be filled by a combination mechanical and hydraulic method.
- B. Fill Port: Fill ports are designed openings in the top of the Geotube container through which the sand slurry is pumped to fill the tube. The fill ports consist of rigid 8" ID PVC flanges on either side of the top surface of the Geotube container and are clamped in place with 3/4" bolts to produce a pressure connection. The inside flange has a flexible textile sleeve attached that can be attached to the dredge line to prevent leakage of slurry that is being pumped into the tube.

#### 1.04 SUBMITTALS

- A. Fabrication Drawings
  - 1. Contractor shall submit shop drawings of the materials, equipment and method of installation details for the complete system.
  - 2. Contractor shall submit manufacturers shop drawings, product literature and specifications for materials utilized to construction the Sand Filled Mattress and related components.
- B. Certifications: Contractor shall submit a notarized certification from the manufacturer indicating that the



materials utilized to fabricate the Sand Filled Mattress meet the project specification requirements as detailed in Table 1.

#### 1.05 QUALITY ASSURANCE

- A. Use adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.
- B. The Owner reserves the right of approval of any Subcontractor selected for the portion of the Work by the Contractor. Approval will be based, in part, on:
  - 1. Documented successful experience in performing work of a similar nature.
  - 2. Acceptable schedule of unit prices for measurement and payment in event of changes in the Work of this Section.
- C. Manufacturer Qualifications
  - 1. All products shall be the standard product of the manufacturer who has been regularly engaged in the design, manufacture and fabrication of the Sand Filled Mattress products.
  - 2. The Manufacturer must be responsible for the entire supply chain of the Sand Filled Mattress and must extrude the fiber, weave the engineered textile, and needle the cover fibers into the geotextile substrate, and fabricate the Sand Filled Mattress.
  - 3. The Manufacturer must have at least 20 years of experience in manufacturing Sand Filled Mattresses.
  - 4. The manufacturer must demonstrate with Letters of Testimony from customers that they have manufactured and installed Sand Filled Mattresses of similar size and scale.
  - 5. The Manufacturer must be certified in accordance with ISO 9001:2008.

### PART 2 – PRODUCTS

#### 2.01 MATERIALS

- A. Fill Materials
  - 1. Fill material utilized to fill Sand Filled Mattress containers shall be suitable beach sand material as

set forth in specification Section 11.04 from a designated borrow site and installed as shown on the project drawings.

**B. Sand Filled Mattress**

**1. Approved Products:**

- a. Geotube 2000C Sand Filled Mattress is manufactured by:

TenCate™

3680 Mount Olive Road

Commerce, GA 30529

Tel: (706) 693-1897

Fax: (706) 693-1896

[www.Geotube.com](http://www.Geotube.com)

- b. Or Engineered approved equal

2. The Sand Filled Mattress shall comprise two layers of geotextiles, stitched together along the machine direction to form tubular filling spaces in-between the two layers of geotextiles.

3. The upper layer geotextile used to manufacture the Sand Filled Mattress shall consist of a woven polypropylene geotextile base; with beige colored polypropylene staple filaments, mechanically crimped, evenly distributed and needled into the base geotextile to form an integrally structured composite geotextile capable of easily trapping settling sediments and particles to establish a layer of vegetation supportive topsoil within the structured composite geotextile.

4. The beige colored fiber used for the sand filled mattress fabrication shall be heat locked at both the upper and lower surface to prevent fiber peeling.

5. The lower layer geotextile used to manufacture the Sand Filled Mattress shall consist of a woven polypropylene geotextile.

6. The side of the composite geotextile with beige colored filaments shall be made as the exposing side of the Sand Filled Mattress.

7. The stitching lines for the bonding of the layers of geotextiles shall:

- a. Be made parallel to each other, along the machine direction of the Sand Filled Mattress;

- b. Be spaced at a nominal distance of 350 mm apart;
  - c. Be formed using high tenacity polyester yarn with tensile strength greater than 1000 N;
  - d. Have a needling pitch length less than 40 mm.
8. The manufacturing of the Sand Filled Mattress shall be certified in accordance with ISO 9001:2008.
9. The manufacturing plant shall have a testing laboratory of certified accreditation and capable of testing all the specified tests for the Sand Filled Mattress requirements.

**Table 1 - Polypropylene material for Geotube Containers**

Mechanical Properties	Test Method	Unit	Minimum Average	
			Roll Value	
			MD	CD
Upper Layer				
Wide Width Tensile Strength	ISO 10319	kN/m	35	35
Wide width tensile elongation	ISO 10319	%	20 (max.)	15 (max.)
CBR puncture strength	ISO 12236	kN	6	
Seam strength	ISO 10321	kN/m	-	25
Cone puncture strength <sup>(1)</sup>	ASTM D4833 modified	N	500	
Drop cone perforation diameter	ISO 13433	mm	5	
Pore size, Q <sub>90</sub>	ISO 12956	mm	0.25	
Water permeability, Q <sub>50</sub>	ISO 11058	l/m <sup>2</sup> /s	15	
Abrasion resistance	BAW RPG 3.11	%	90	
UV resistance (at 500 hrs)	ASTM D4355	%	90	
Oxidation resistance (at 28 days exposure)	ISO 13438	%	97	
Lower Layer				
Wide width tensile strength	ISO 10319	kN/m	55	55
Wide width tensile elongation	ISO 10319	%	20	20
UV resistance (at 500 hrs)	ASTM D4355	%	80	
Pore size, Q <sub>90</sub>	ISO 12956	mm	0.5	
Water permeability, Q <sub>50</sub>	ISO 11058	l/m <sup>2</sup> /s	15	

<sup>(1)</sup> The test probe of ASTM D4833 is modified for the test. The 8mm rod with a flat end is modified with a conical tip end. The conical portion starts sloping linearly 10mm above the

pointed tip. This represents a static perforation test to index damage resistance due to objects with sharp edges

### **PART 3 - EXECUTION**

Prior to performing any work, the Contractor shall submit a Plan of Construction describing the sequences of operations for the installation of the Sand Filled Mattress. The plan shall address site preparation, deployment and filling of the Sand Filled Mattress and anchoring methods. Equipment used for these operations shall also be outlined.

#### **3.01 SITE PREPARATION**

- A. Areas in which Sand Filled Mattresses shall be constructed to the lines and grades shown on the Drawings. Where such areas are below the allowable grades, they shall be brought to grade as described in the project plan set. All obstructions, which could damage the Sand Filled Mattress, such as roots and projecting stones, shall be removed.
- B. Immediately prior to placing the Sand Filled Mattress, the prepared area shall be inspected by the Engineer and no Sand Filled Mattress shall be placed thereon, until the area has been approved by the Engineer.

#### **3.02 PRODUCT DELIVER, STORAGE AND HANDLING**

- A. Sand Filled Mattress and related components shall be delivered to the project site in a protective wrap of cover. Each Sand Filled Mattress container shall be clearly labeled for easy identification.
- B. No hooks, tongs, or other sharp instruments shall be used for handling Sand Filled Mattress, nor should the Sand Filled Mattress be dragged along the ground. Sand Filled Mattress should be unrolled into position as recommended by the manufacturer.
- C. Sand Filled Mattress shall be stored in areas where water cannot accumulate, elevated from the ground and protected from conditions that will affect the properties or performance of the geotextile. Sand Filled Mattress should not be exposed to temperatures in excess of 150° F. Duration of storage time shall not exceed manufacturers recommendation.

#### **3.03 PLACEMENT OF SAND FILLED MATTRESS**

- A. Place Sand Filled Mattress within the limits shown on the drawings

- B. Sand Filled Mattress shall be prevented from shifting or "rolling" during the filling process by securing the Sand Filled Mattress in place as recommended by the manufacturer.
- C. Sand Filled Mattress channels shall be filled as evenly as possible until the design height has been achieved, and excess water shall be allowed to drain adequately.
- D. Once the Sand Filled Mattress channels have been filled to the required height, the open channels shall be closed as recommended by the manufacturer.

**11:08****OPTION "2" ITEMS****ITEM NO. 2.1 – OPTION "2" - GEOTUBE REVETMENT:**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, fill and dewater the Geotube revetment and the associated scour protection apron to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Option "2" quantity is three-hundred forty (340) linear feet.

See previous Section 11:02 "Item No. 2 – Base Bid – Geotube Revetment" regarding Geotube revetment details and specifications.

**ITEM NO. 2.2 – OPTION "2" - IMPORTED BEACH SAND:**

The work under this item shall be bid upon and executed on a per ton basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, compact, and grade beach sand to the lines and grades depicted on the project plans. Sand used to fill the Geotube and scour apron shall be included in "Item No. 2.1 – Option "2" – Geotube Revetment" and is not included in the estimated quantity below.

The total estimated Option "2" quantity is one-thousand, nine-hundred sixty (1,960) tons.

See previous Section 11:04 "Item No. 4 – Base Bid - Imported Beach Sand" regarding imported beach sand details and specifications.

**ITEM NO. 2.3 – OPTION “2” - SURVEYING:**

The work under this item shall be bid upon and executed on a per lump sum basis and shall include a pre-construction survey of the beach from Mean Low Water to 100 ft inland of Mean High Water and as-built survey drawings of the finished erosion control structures and appropriated staging area in accordance with Section 12:00 – Surveys. The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to perform the work as described herein. This item shall also include all necessary survey layouts as performed by a licensed surveyor in the State of New Jersey.

The total estimated Option “2” quantity for this bid item is one (1) Lump Sum amount for the additional surveying of the Option “2” construction area.

See previous Section 11:05 “Item No. 5 – Base Bid – Surveying” regarding surveying details and specifications.

**ITEM NO. 2.4 – OPTION “2” - SAND FILLED MATTRESS**

The work under this item shall be bid upon and executed on a per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, layout, place, fill and dewater the sand filled mattress to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

The total estimated Option “2” quantity is three-hundred, forty (340) linear feet.

See previous subsection “Item No. 1.1 – Option “1” – Sand Filled Mattress” within Section 11:07 “Option “1” Items” regarding sand filled mattress details and specifications.

**11:09****SOIL EROSION AND SEDIMENT CONTROL:**

All work under this item shall be included under the item “General Work”, and shall include all materials, required for the execution and completion of the project work as a whole, and not specifically provided for under any other work item.

1. Standards for Soil Erosion and Sediment Control in New Jersey, N.J.A.C. 2:90-1.3, including the following Sections:

- (a) 3.11 Temporary Vegetative Cover for Soil Stabilization.
- (b) 3.31 Stabilization with Mulch Only.

- (c) 4.10.1 Dust Control.
  - (d) 4.13.1 Sediment Barrier.
2. Materials must be as specified under "Standards for Soil Erosion and Sediment Control in New Jersey", N.J.A.C. 2:90-1.3.(2)
  3. Temporary vegetative cover shall consist of annual ryegrass applied uniformly at a rate of 0.9 lbs. per 1,000 sq. ft. (40 lbs/ac). Limestone (pulverized dolomitic equivalent to 50 percent calcium plus magnesium oxides) shall be applied at the rate of 135 lbs/1,000 sq. ft. (3 tons/ac) and fertilizer (10-20-10 or equivalent) at the rate of 14 lbs/1,000 sq. ft. (600 lbs/ac).
  4. When required for sites difficult to vegetate (sands, slopes, hydro-seeding and off-season operations), mulching shall be accomplished as follows:
    - A. Mulch Materials should be unrotted salt hay, hay, or small grain straw at a rate of 1-1/2 to 2 tons per acre, or 70 to 90 pounds per 1,000 sq. ft. Mulch blowers should not grind or chop material.
    - B. Spread Uniformly by hand or mechanically so that approximately 75% to 95% of the soil surface will be covered. For uniform distribution of hand spread mulch, divide area into approximately 1,000 sq. ft. sections and distribute 70 to 90 lbs. within each section.
    - C. Mulch Anchoring shall be accomplished using either peg and twine, mulch netting, mulch-anchoring tool or liquid mulch-binder, per the accompanying "Stabilization with Mulch Only" specifications.
- \* Seeding dates: 2/15 - 5/1 and 8/15 - 10/15
5. Mulch materials should be unrotted salt hay, hay or small grain straw at the rate of 1-1/2 to 2 tons per acre, or 70 to 90 lbs. per 1,000 sq. ft. Mulch blowers should not grind or chop the material.
  6. Spread uniformly by hand or mechanically so that approximately 70 percent to 95 percent of the soil surface will be covered. For uniform distribution of hand spread mulch, divide area into approximately 1,000 sq. ft. sections and distribute 70 to 90 lbs. within each section.

7. Mulch anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes and costs:

A. Peg and Twine - Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 ft. in all drive directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a crisscross and a square pattern. Secure twine around each peg with two or more round turns.

B. Mulch Netting - Staple paper, jute, cotton or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.

C. Mulch Anchoring Tool - A tractor-drawn implement especially designed to punch and anchor mulch into the soil surface. This practice affords maximum erosion control, but its use is limited to those slopes upon which the tractor can operate safely. Tool penetration should be about 3 to 4 inches. On sloping land, the operation should be done on the contour.

D. Liquid Mulch-binders - May be used to anchor salt hay, hay or straw mulches.

- i. Applications should be heavier at edges where wind catches the mulch, in valleys and at crests of banks. Remainder of area should be uniform in appearance.
- ii. Use one of the following:
  - (a). Emulsified asphalt - (SS-1, CSS-1, CMS-2, MS-2, RS-2, CRS-1, and CRS-2). Apply 0.04 gal/sq. yd. or 194 gal/ac on flat slopes and on slopes less than 8 ft. high. On slopes 8 ft. or more high use 0.075 gal/sq. yd. or 363 gal/ac.
  - (b). Cutback asphalt rapid curing (RC-70, RC-250, and RC-800) or medium curing (MC-250 or MC-800). Apply 0.04 gal/sq. yd. or 194 gal/ac on flat areas and on slopes less than 8 ft. high. On slopes 8 ft. or more high use 0.075 gal/sq. yd. or 363 gal/ac.
  - (c). Synthetic or Organic Binders - binders such as Curasol, DCA-70, Petro-set and Terra-tack may be



used at rates recommended by the manufacturer to anchor mulch materials.

**NOTE: All names given above are registered trade names. This does not constitute a recommendation of these products to the exclusion of other products. Or equals may be deemed acceptable based upon review.**

8. Wood-fiber or paper-fiber mulch at the rate of 1,500 lbs. per acre may be applied by hydroseeder. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.
9. Irrigation - (where feasible) - If soil moisture is deficient, and mulch is not used, supply new seedings with adequate water (a minimum of 1/4 in. twice a day until vegetation is well established). This is especially true when seedings are made in abnormally dry or hot weather or on droughty sites.
10. Install and maintain temporary measures for soil erosion and sediment control in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey" and as shown on the plans.
11. Contractor shall be responsible for immediate repairs of damages incurred by failure to maintain temporary measures for soil erosion and sediment control.
12. Install temporary seeding on all areas exposed for three (3) months or more.
13. If applicable, Contractor must notify governing Soil Erosion Control Agency in writing at least 72 hours prior to beginning construction. Failure to do so may result in a fine by the Agency, which fine shall be the responsibility of the Contractor.

Dust Control:

Dust control shall conform with and be performed in accordance with the construction plans, and/or as directed by the Engineer, Section 4.10.1 of the Standard for Soil Erosion Control in New Jersey, July 1999 and Section 107.28 of the New Jersey Department of Transportation Standard Specifications.

Roadway Cleaning:

If approved by the Engineer and the Contractor utilizes the roadways as a construction entrance, existing roadways shall be

cleaned as needed and directed by the Cape Atlantic Soil Conservation District and the Engineer.

The Contractor shall install all soil erosion and sediment control measures in accordance with Chapters 3 and 4 of the Standards for Soil Erosion and Sediment Control in New Jersey, July 1999. All measures shall be maintained and left in place until construction is complete and area is stabilized.

When seasons and/or other conditions are not suitable for growing an erosion-resistant cover, areas shall be temporarily stabilized in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, July 1999.

No specific payment will be made for Soil Erosion Control and should be included in the bid for Item No. 1 – General Work. The cost thereof will be included in Item No. 1 – General Work, which price shall include the cost of furnishing and installing all required hay bales and lath, silt fence and inlet protection structure materials, dust control, complete, any and all temporary stabilization as may be required, roadway cleaning, all labor, equipment and all else necessary therefore and incidental thereto.

**11:10      SITE GRADING:**

Site Grading shall consist of all grading required within the construction area including rough grading and final grading. Fine grading of the entire construction area shall consist of mechanically or manually raking, scraping, dragging, smoothing and rolling all surfaces for the preparation of the respective improvements. Fine grading shall remove all irregularities and undulations and shall follow the grades shown on the plan.

No specific payment will be made for Site Grading and should be included in the bid for Item No. 1 – General Work which includes all fine grading of the entire construction area, all embankment, all materials, labor, equipment and appurtenances required. Payment will be made for one occasion, no matter how many occasions are required to complete the site grading to the satisfaction of the Engineer.

**11:11      ONSITE MATERIAL:**

All existing debris, rubble, roots, stumps, logs, rocks, rip-rap, cable or hulks which come within the lines of the work or which interfere with the prosecution of the work shall be removed and disposed of in a manner satisfactory to the Engineer, or their

appointed representative, by the Contractor, and the cost thereof shall be included in the bid for Item No. 1 – General Work.

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

**11:12      STOCKPILING:**

The entire stockpile area should be delineated along the perimeter by approved safety fencing during construction, and the area shall be secured before leaving the site each night. The Contractor can make their own arrangements for areas of stockpiling of materials. However, all arrangements of any kind made by the Contractor relative to stockpiling will be subject to the approval of the Engineer and shall be submitted for approval prior to use of the subject area. Imported Beach Sand shall be stockpiled separately from sand to be used to fill the Geotubes.

The stockpiling area mentioned herein and as delineated in the contract drawings shall be protected to ensure that debris or loose material displaced from passing vehicles will not leave the work site. It is the responsibility of the Contractor to provide adequate security personnel and security measures to restrict unauthorized entry into the work area during all times of operation. It is the responsibility of the Contractor to ensure that all stockpiles are managed properly.

**11:13      CONTRACT TIME:**

The contract shall be completed by December 31<sup>st</sup>, 2019. All work seaward of the HTL may not commence prior to August 31<sup>st</sup>, 2019. Mobilization may occur prior to August 31<sup>st</sup>, 2019, however only upland construction activities may begin. See Special Conditions Note 2 on Permit DLUR 0609-17-0007.2 CZM1900001. In the event of severe weather, which would not allow for work during these days, the Contractor will be credited by the inspector against total elapsed time.

**Please note, the Contract Time shall remain the same regardless of the Division's decision to exercise the Options.**

See Sub-section 8:01 for further details.

**NOTES:**

- 1. THE CONTRACTOR SHALL BE FULLY MOBILIZED AND BEGIN WORK TEN (10) CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED LETTER FROM THE DIVISION OF COASTAL ENGINEERING.**
- 2. NO WORK SHALL COMMENCE UNTIL ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT, INCLUDING ALL NECESSARY DEMOLITION PERMITS THAT ARE TO BE OBTAINED BY THE CONTRACTOR.**
- 3. IF TIMING RESTRICTIONS ARE OUTLINED IN THE PERMITS INCLUDED HEREIN AND THE CONTRACTOR CANNOT COMPLETE ALL PORTIONS OF THE PROJECT WITHIN THE AFOREMENTIONED ENVIRONMENTAL WINDOW(S), THE CONTRACTOR SHALL REMOBILIZE ALL PLANT, EQUIPMENT, MATERIALS, TRAILERS, ETC. AT NO ADDITIONAL COST TO THE STATE OF THE NEW JERSEY, AND COMPLETE THE PROJECT IN ITS ENTIRETY AT THE LUMP SUM OR UNIT PRICE BID FOR EACH WORK ITEM ONCE THE TIMING RESTRICTION HAS EXPIRED. NOR WILL THE CONTRATOR BE RELIEVED OF LIQUIDATED DAMAGES AS SPECIFIED IN SECTION 8:03.**
- 4. THE CONTRACTOR SHALL HAVE A MAXIMUM OF TEN (10) CALENDAR DAYS FROM THE RECEIPT OF NOTIFICATION OF LOW BID FROM THE DIVISION TO RETURN TO THE DIVISION OF COASTAL ENGINEERING ALL COMPLETED FORMS, EXECUTED BONDS, AND SIGNED AND NOTARIZED NECESSARY PAPERWORK FOR THE CONTRACT IN ITS ENTIRETY. FAILURE TO DO SO COULD RESULT IN THE CONTRACTOR'S DISQUALIFICATION OF THEIR BID.**

**11:14**

**PAYMENT:**

**BASE BID:**

**ITEM NO. 1 – BASE BID – GENERAL WORK:**

This item shall be paid for on a lump sum basis. Estimate of percentage complete for monthly partial payments will be made.

Forty percent (40%) of the lump sum bid shall be paid when mobilization of plant, equipment, facilities and Inspector's trailer is complete and ready to begin operations.

The following thirty percent (30%) will be paid upon substantial completion of Base Bid Items as determined by the Project Manager or Project Engineer. See Section 8:06 for more detail on substantial completion of work.

The remaining thirty percent (30%) will be paid only upon completion of all work under the contract, specifically including the complete and satisfactory clean-up of all areas used for the Contractor's operations, such as areas used for access or other operations as outlined in Subsection 11:01.

**ITEM NO. 2 – BASE BID – GEOTUBE REVETMENT:**

The work under this item shall be paid on a unit price per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, fill and dewater the Geotube revetment, prepare the subgrade, and install the scour protection apron to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative. The Contractor is to be reimbursed for verified installed quantities only.

**ITEM NO. 3 – BASE BID – DEMOLISH AND RELOCATE BROKEN CONCRETE:**

The work under this item shall be paid on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, and grade riprap stone along the base of the dike as depicted on the project plans. The Contractor is to be reimbursed for verified installed quantities only.

**ITEM NO. 4 – BASE BID – IMPORTED BEACH SAND:**

The work under this item shall be paid on a unit price per ton basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, compact, and grade beach sand to the lines and grades depicted on the project plans. The Contractor is to be reimbursed for verified installed quantities only.

**ITEM NO. 5 – BASE BID – SURVEYING:**

The work under this item shall be paid for on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to complete the pre-construction and as-built surveys as specified herein.

50% of Item No. 5 to be paid upon completion and acceptance of the Pre-Construction Survey.

50% of Item No. 5 to be paid upon completion and acceptance of the As-Built Survey.

**ITEM NO. 6 – BASE BID – STRUCTURE MONITORING:**

The work under this item is to be paid for on a lump sum basis and shall include all labor, materials and equipment, and performing all operations required to monitor structures for potential effects of the contract work.

This work item should include structural monitoring of the East Point Lighthouse. A minimum of two (2) vibration monitors shall be utilized for this construction project.

**OPTION "1":****ITEM NO. 1.1 – OPTION "1" – SAND FILLED MATTRESS:**

The work under this item shall be paid on a unit price per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, layout, place, fill and dewater the Sand Filled Mattress, to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative. The Contractor is to be reimbursed for verified installed quantities only.

**OPTION "2":****ITEM NO. 2.1 – OPTION "2" – GEOTUBE REVETMENT:**

The work under this item shall be paid on a unit price per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, fill and dewater the Geotube revetment, prepare the subgrade, and install the scour protection apron to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative. The Contractor is to be reimbursed for verified installed quantities only.

**ITEM NO. 2.2 – OPTION "2" – IMPORTED BEACH SAND:**

The work under this item shall be paid on a unit price per ton basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, compact, and grade beach sand to the lines and grades depicted on the project plans.

The Contractor is to be reimbursed for verified installed quantities only.

**ITEM NO. 2.3 – OPTION “2” – SURVEYING:**

The work under this item shall be paid for on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to complete the pre-construction and as-built surveys as specified herein.

50% of Item No. 2.3 to be paid upon completion and acceptance of the Pre-Construction Survey.

50% of Item No. 2.3 to be paid upon completion and acceptance of the As-Built Survey.

**ITEM NO. 2.4 – OPTION “2” – SAND FILLED MATTRESS:**

The work under this item shall be paid on a unit price per linear foot basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, layout, place, fill and dewater the Sand Filled Mattress, to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative. The Contractor is to be reimbursed for verified installed quantities only.

**11:15      ACCESS:**

The Contractor shall obtain all access and/or rights of way as necessary for his or her operations. All access areas shall be barricaded when not in use and shall be maintained in a safe, clean condition. No access point will be used unless approved in writing by the Project Manager.

**11:16      CONSTRUCTION SCHEDULE:**

Within ten (10) calendar days after the date of the contract award, the Contractor shall furnish to the Manager or representative, for approval, a construction schedule which shall include a statement as to the planned mode of operations; a listing of construction material orders including a delivery schedule, and a full description of the equipment the Contractor plans to use. The approximate dates for each phase of operations shall be furnished at the pre-construction meeting.

The Project Manager reserves the right to reject, modify, require different construction methods or operations, additional rigging,

equipment and/or personnel as he/she deems necessary in order to accomplish the contract requirements.

Any changes to the approved construction plan shall be reviewed and approved by the Project Manager prior to implementation. Said schedule shall be updated at least twice a month and shall be updated prior to, and provided at, all project meetings.

In general terms, the Contractor shall be permitted to execute his work in the following fashion:

1. Provide all submittals necessary for the start of construction:
  - Geotube Fabrication Drawings and Certifications as outlined in Section 11:02.
  - Sieve Analysis test result and grain size analysis, Munsell Color Determination, and physical sand samples as outlined in Section 11:04.
  - Sand Filled Mattress Fabrication Drawings and Certifications as outlined in Section 11:02.
2. Set up inspector's trailer and make all appropriate connections for a fully functional project office.
3. Establish silt fence for construction limits (If deemed necessary).
4. Complete & submit the pre-construction survey as to DEP requirements.
5. Perform site preparation for material deliveries and safety procedures.
6. Mobilize equipment upon acceptance of the pre-construction survey.
7. Due to the urgent nature of the work begin construction at the most vulnerable areas as indicated by the onsite representative.
8. Ensure all proper grades have been met and considered satisfactory by the Project Manager.
9. If any damages have occurred as a result of the Contractor's operations, the Contractor is to address prior to demobilization.
10. Demobilize all plant and equipment upon release from the Division.



**11:17      PROJECT MEETINGS:**

Project meetings shall be held on a weekly basis or at an interval determined by the Project Manager. The Contractor will be required to have all Superintendents, foremen and other persons involved in the oversight of the project in attendance, including same for all Subcontractors.

A 3-Week Look Ahead of the intended project schedule that is inclusive of tide predictions and weather forecasts should be distributed at each weekly meeting. DCE Project Manager will prepare weekly meeting agendas and the corresponding meeting minutes for distribution.

**11:18      PERMIT CONDITIONS:**

The Contractor shall adhere to all permit conditions set forth in NJDEP Permit DLUR File No. 0609-17-0007.2 CZM1900001 and a Department of the Army Nationwide Permit No. 13, File No. CENAP-OP-R-2019-00236-95, as located herein. Any failure to adhere to all conditions currently and subsequently laid forth may result in fines levied to the Contractor from either the State or Federal Regulatory Enforcement Agencies.

**11:19      SUBCONTRACTORS:**

In addition to the requirements of Section 6:01 of the Standard Specifications, all Subcontractors must be pre-qualified with the Division of Coastal Engineering for the type of work and estimated value to be performed.

In addition to the superintendent required by Section 6:01 of the Standard Specifications, the Contractor shall be required to furnish one superintendent at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work at all times.

**--End of Technical Specification--**

**12:00      SURVEYS**

**12:01      PART 1 - GENERAL:**

12:01.1      SCOPE OF WORK:

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

12:01.2      MEASUREMENT AND PAYMENT:

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

12:01.3      PRE-CONSTRUCTION SURVEY(S):

Pre-construction hydro/topographic surveys shall be performed of the entire area specified in Section 11:00 and as outlined on the project plans. The pre-construction hydro/topographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey and shall be submitted to the Division of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed and at a minimum five (5) days prior to initial construction.

12:01.4      AS-BUILT SURVEY(S):

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

12:01.5      MARK-OUT SURVEY(S):

Stake-out surveys shall be performed for each section of work as specified in Section 11:00 and as outlined on the project plans. The stake-out survey(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey. All surveying necessary for the prosecution of work, including, but not limited to, staking out of the baseline in 50' increments, the upper work limit line, the seaward extent of work, and all other surveying work not specifically mentioned to construct the project to the lines and grades illustrated on the plans. These stakes shall remain in place for the duration of the contract. Should stakes be removed or tampered with during construction, it is the responsibility of the Contractor to properly restake at no additional costs to the State of New Jersey.

## **12:00 SURVEYS**

### **12:02 PART 2 - SURVEY REQUIREMENTS:**

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

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

1. All survey data shall be referenced to National Geodetic Survey monumentation. First order vertical and horizontal. PID # of all monuments used shall be provided (ex. AB1234). Tidal benchmarks used/referenced shall be listed by PID # also.
2. The contractor shall establish ground control.
3. All existing structures, roads, utilities, topography, vegetation, wetlands, piers, bulkheads, pilings, stone, etc., shall be clearly surveyed within the project limits.
4. All existing navigational markers shall be accurately surveyed and recorded.
5. Cross sections shall be taken perpendicular to the baseline at the starting and ending stations and at 50' spacing. The survey lines shall extend a minimum of 100 feet beyond the limits of the project area to be surveyed. Additional survey lines may be necessary at turning points in the baseline.
6. Elevations / Soundings taken along the cross section shall be a minimum of 10ft apart and where ever there is a break in the elevation. When more than one method of surveying is employed the two shall have 50 ft of overlap.
7. All information supplied (data, work drawings, cross-sections) shall include all raw survey data/notes.

**12:00        SURVEYS**

**12:03        PART 3 - SURVEY MAP REQUIREMENTS:**

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

**12:03.1     SURVEY MAPS:**

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

1. The original map shall be drawn or plotted on mylar using a high quality black drafting ink.
2. All verbiage and numbering shall be either computer generated or leroed.
3. Drawing scale shall be indicated on the drawing.
4. The drawing shall be twenty-four (24) inches by thirty-six (36) inches only. If additional sheets are required, match lines must be shown and sheets shall be consecutively numbered.
5. Each sheet shall contain a title block stating the following:
  - A. "(Type of Survey)", Name of Project and/or Channel Section(s), Municipality, County, State of New Jersey, Department of Environmental Protection, Engineering and Construction, Division of Coastal Engineering.
  - B. Survey Date.
  - C. Scale
  - D. NJ DEP DCE Project No.
  - E. Sheet number and total sheets.
6. The New Jersey State Plane coordinate system (NAD 83) shall be used for the map grid system and clearly shown on the map and location plan.
7. Local tidal benchmark used for this project shall be listed by PID # and must be tied to NAVD88 (North American Vertical Datum of 1988) and shown on the generated maps.
8. All sections of the project alignment shall be appropriately labeled with their respective numbers and/or names.
9. The name of all water bodies, municipality(s), roads, lots and blocks.

**12:00 SURVEYS**

**12:03 PART 3 - SURVEY MAP REQUIREMENTS:**

**12:03.1 SURVEY MAPS Con't:**

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

**12:03.2 COMPUTER DATA FILES:**

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

1. PREFERRED FORMAT: .DWG drawing format (AutoCAD 2010 or newer). Each page of the drawing shall be included in one file with different layout views for each page.
2. IF ANY FORMAT OTHER THAN AutoCAD 2010 OR NEWER IS USED, CONSULTANT SHALL FIRST RECEIVE APPROVAL FROM THE PROJECT MANAGER, AND ENSURE COMPLETE AND TOTAL DRAWING EXCHANGE (fonts, line weight and type, proper location and orientation of all drawing details) BETWEEN CHOSEN FORMAT AND AutoCAD 2010 OR NEWER, BEFORE SUBMISSION.
3. No X-REF in drawings or attached image files.
4. Layers: Maximum 3 layers (3 colors).
5. Font: One font only, standard block lettering.
6. No shading or solid fill areas.
7. Limited cross-hatching, only if absolutely necessary.
8. All plan views shall be in the State Plane Coordinate System NAD83, in feet and tenths of feet, with a north orientation to the top of drawing sheet. Graphic scale shall be included.
9. All land elevations and depth references shall be in feet and tenths of feet and refer to North American Vertical Datum of 1988 (NAVD88).

**12:00        SURVEYS**

**12:04        PART 4 - SUBMITTALS:**

**12:04.1      SURVEYS:**

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

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

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

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

--END OF SECTION 12:00 --

**18:00 IMPORTED BEACH SAND**

**18:01 PART 1 – GENERAL**

18:01.1 SCOPE OF WORK:

Unless otherwise specified in Section 11:00, all sand furnished under these specifications shall be of the kind, grade and manufacture for beach restoration and beach nourishment purposes; all in strict accordance with the Project Plans and Specifications.

18:01.2 APPLICABLE PUBLICATIONS:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - Latest Edition

ASTM D 422              Particle-size Analysis of Soils

MUNSELL SOIL COLOR CHART - Latest Edition

18:01.3 MEASUREMENT AND PAYMENT:

All costs associated with imported beach sand shall be measured and paid for in accordance with Section 11:00 of the Specifications and as further specified herein.

18:01.4 SUBMITTALS:

18:01.4a Quarry/Borrow Site:

The Contractor shall notify the Project Manager of the name and the location of the site from which he proposes to furnish sand accompanied by an actual 1,000 cubic centimeter sample of the proposed sand, accompanied by the quarry's certified material analyses, to the Project Manager for review and approval at least ten (10) days prior to conducting any testing and analysis required under Sub-section 18:02.2b.

The Project Manager reserves the right to inspect said site(s) and select representative sample specimens of sand for additional testing.

The Contractor shall notify the Project Manager of the name and the location of the site from which he proposes to furnish sand at least 45 days prior to any sand being furnished under this contract.

The Project Manager reserves the right to inspect said site(s) and select representative sample specimens of sand for additional testing.

The Contractor shall submit scale certification records for all scales utilized on the project as required under these Specification and in accordance with New Jersey's Weights and Measures. Scale certification shall be required for any

**18:00      IMPORTED BEACH SAND**

18:01.4      SUBMITTALS Con't:

scale used to weigh material for this project, both at the quarry and on the project site (if applicable).

18:01.4b      Quality Test Results:

All applicable test results from an approved testing organization attesting that the sand to be used in the work is of the kind, grade and manufacture required by these specifications shall be submitted to the Project Manager for review and approval within thirty days (30) prior to furnishing.

All applicable test results, including grain size analysis and Munsell Color Determination and physical sand sample(s) as required above shall be submitted to the Project Manager for review immediately following sampling and analysis (in no case to exceed 48-hours).

18:01.4c      Qualification of Testing Laboratory:

All applicable certifications demonstrating that the testing laboratory conducting the soil analysis is qualified to perform said work shall be submitted to the project manager for review and approval prior to commencing any soil testing or analysis.

18:01.4d      Delivery Records:

Field inspect and submit all material weight records and transport receipts / tickets to the Project Manager or his/her representative on a DAILY basis.



**18:00 IMPORTED BEACH SAND**

**18:02 PART 2 PRODUCTS**

**18:02.2 IMPORTED BEACH SAND:**

**18:02.2a General:**

All fill material shall be clean medium sand (0.2mm - 0.6mm) as classified by the Wentworth scale and shall match the gradation and color (hue and value within one chroma according to the Munsell Soil Color Chart) of the surrounding sands.

At any time a visual inspection by the Department of fill materials indicates non-conformance with these specifications, sand filling operations shall be ceased until results from additional testing indicates otherwise.

**18:02.2b Sampling, Testing and Acceptance:**

The acceptability of fill material will be determined by comparing the results of the particle-size analysis and soil color classification of the proposed fill and the existing ("native") surrounding sands.

The particle-size (grain-size / gradation) analysis must be performed by a certified testing facility and in strict conformance with ASTM D 422. The soil color classification shall be conducted by the same facility and shall evaluate hue, value & chroma in accordance with the Munsell Soil Color Chart System.

**1. Testing & Analysis of Existing ("native") Surrounding Sands:**

The testing & analysis described above shall be conducted at the limits of the project site and at intervals not to exceed 500 linear feet parallel to the shoreline in order to determine the existing color and gradation of the native sands.

**2. Testing & Analysis of Proposed Sand Fill:**

The testing & analysis described above shall be conducted of the proposed fill material at the proposed borrow site in order to determine the acceptability of the proposed fill material.

The analyses described in #'s 1 and 2 above shall be conducted thirty (30) days prior to commencement of filling activities.

The results of the analyses conducted, accompanied by an actual 1,000 cubic centimeter sample of each material sampled (native & proposed), shall be submitted to the Project Manager for review immediately following sampling and analysis.

At any time that visual inspection of the fill materials indicate non-conformance with these specifications, operations shall be ceased, and additional samples shall be taken and tested within 48-hours at the Contractor's expense. No additional sand shall be imported until results from additional testing indicates compliance and has been approved by the Project Manager.

**18:00        IMPORTED BEACH SAND**

**18:02        PART 2   PRODUCTS**

18:02.2      IMPORTED BEACH SAND CONT'D:

18:02.2c    Non-Conformance of Materials:

In the event the sample fails to pass the required tests, the Contractor, at his/her discretion, may perform subsequent tests of the same proposed fill material at their own expense. The Project Manager shall be notified of the results of all additional laboratory tests performed. If additional testing continues to demonstrate non-conformance with these Specifications, the Contractor shall locate and propose an alternate borrow site with conforming materials for approval by the Project Manager.

Satisfactory Contractor documentation or laboratory test results on sand samples will not constitute approval of all sand in the quarry or borrow area, and will not in any way change the Contractor's responsibility for obtaining, developing, and maintaining a satisfactory source of sand.

Throughout the duration of this contract, the Division may sample and test sand delivered to the site and proposed for use. No contract extension will be granted for specified submittal and testing time or delays incurred because materials failed to meet the specification requirements. Sand failing to meet specified requirements will be removed from the construction site at no additional cost to the State. No sand shall be placed by the Contractor until sand has been met all requirements of this specification and has approved by the Project Manager.

The Contractor shall furnish waybills and delivery tickets for each load of all sand delivered to the site.

**18:03        PART 3 EXECUTION**

18:03.1      PLACEMENT OF SAND

Imported sand shall be placed and shaped to the construction template lines, grades, and elevations shown on the drawings. There shall be no pronounced ridges or wash holes in the final grades and slopes unless otherwise indicated.

Placement of sand fill shall not deviate from the grade lines and slopes indicated in the plans by more than the tolerances listed on the Project Plans or in Section 11:00, and in no case shall exceed 6-inches vertically, unless approved in writing by the Project Manager.

-- End of Section 18:00 --

## **24:00      STRUCTURE MONITORING**

### **24:01      PART 1 - GENERAL:**

#### **24:01.1      SCOPE OF WORK:**

The work covered under this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required to monitor structures for potential effects of contract work.

#### **24:01.2      QUALIFICATIONS:**

The person responsible for developing and implementing the structures monitoring program shall be a Professional Engineer licensed in the State of New Jersey with a minimum of 5-years of experience in seismic monitoring of the same type and scope to this monitoring work. All submittals required under Section 24:00 shall be prepared by, signed by, and bear the seal of the aforementioned Engineer.

#### **24:01.3      SUBMITTALS:**

##### **24:01.3a      Submittals (Pre-Construction):**

All pre-construction submittals shall be submitted to the Division for approval at least 30 days prior to mobilization to the contract work site.

1.      Qualifications: The qualifications of the Professional Engineer licensed in the State of New Jersey, including a copy of their license, proposed to develop and conduct the structures monitoring shall be submitted.
2.      Letter to Owner: The proposed letter to the owners of the monitored structures shall be submitted for approval by the Project Manager. See Section 24:03.2 for further details.
3.      Plan for Pre and Post Construction Surveys: The contractor shall submit, for approval, the proposed plan for conducting pre and post construction surveys. Included in the plan shall be the locations and owners of the structures to be surveyed and the methods used for surveying in order to ensure compliance with the pre and post construction survey requirements below.
4.      Structures Monitoring Plan: The contractor shall submit, for approval, a structures monitoring plan describing all personnel, materials, equipment and methods to be employed to monitor the effects of contract operations on existing structures. The plan shall include the qualifications of the personnel developing the monitoring plan and conducting the monitoring, the frequency of monitoring during each phase of construction, the maximum allowable vibration level, and a contingency plan if that vibration level is approached, including a list of recommended actions to be implemented by the Contractor to reduce vibrations to within acceptable limits.

**24:00      STRUCTURE MONITORING**

**24:01      PART 1 - GENERAL:**

24:01.3      SUBMITTALS:

24:01.3a      Submittals (Pre-Construction) Con't:

5.      Pre-Construction Survey: Once the Pre-construction Survey Plan has been approved by the Project Manager, the Contractor shall conduct a thorough pre-construction survey of the interior and exterior of all the structures within the monitoring limits, including the foundations of same. The surveys shall include, but not be limited to, taking digital photographs and video of all exterior faces of the structures, recording the type of structures and their construction, recording overall interior and exterior conditions, recording specific interior and exterior distress areas (with close-up photos), including, but not limited to, measuring and recording the location, width and length of existing interior and exterior cracks, details of any other pre-existing damage, and any and all additional information as required.

24:01.3b      Submittals (During Construction):

The Contractor shall submit, for approval, monitoring reports. Reports of the monitoring shall be submitted electronically within five (5) business days following the actual monitoring, and include details of where and when the monitoring was performed, the frequency and peak particle velocities of vibrations, the limiting criteria, and any other pertinent information.

24:01.3c      Submittals (Post-Construction):

Post-Construction Survey: Within 30 days of demobilization of each section of work by the Contractor, the Contractor shall conduct a thorough post-construction survey of the interior and exterior of all the structures within the monitoring limits, including the foundations of same. The surveys shall include, but not be limited to, taking digital photographs and video of all exterior faces of the structures, recording the type of structures and their construction, recording overall interior and exterior conditions, recording specific interior and exterior distress areas (with close-up photos), including, but not limited to, measuring and recording the location, width and length of existing interior and exterior cracks, documenting details of any changes to pre-existing damage or new damage, if any, and any and all additional information as required.

24:01.4      MEASUREMENT AND PAYMENT:

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the lump sum price bid under Item No. 3 "Structure Monitoring."

**24:00        STRUCTURE MONITORING**

**24:02        PART 2 - PRODUCTS:**

n/a

**24:03        PART 3 - EXECUTION:**

**24:03.1      OBJECTIVE:**

The objective of this Section is to predict and prevent any damage to existing structures resulting from the operations of this contract. Any damage to structures resulting from the Contractors operations shall be the responsibility of the Contractor.

**24:03.2      COORDINATION:**

After approval of the monitoring plan by the Division, and before work begins at the site, the Contractor shall draft a letter to the owners of the all structures within the monitoring limits to inform them of the methods of construction to be used for this contract, the hours of operation, and the content of the monitoring plan. In addition, the Contractor shall explain to the owners that people may "experience" vibrations at levels much lower than vibration levels that would damage structures.

Upon approval of this letter by the State, the Contractor shall disseminate the letter.

If the Contractor does not receive a response within a week of issuance, they shall issue a secondary letter informing the structure owner that should they not respond and coordinate within a week, the Contractor shall conduct an exterior inspection from a permissible distance (roadside, street end, adjacent property with permission granted).

The Contractor shall also be required to attend a public meeting for each municipality, which will be coordinated, planned, and conducted by the Division.

**24:03.3      DESCRIPTION OF STRUCTURES:**

The structures to be monitored shall be all structures located within a 200-foot radius of the landward-most limit of construction. The types of structures to be monitored include residential homes, businesses and attached decks. In addition, any in-ground pools, within the monitoring limits, shall also be monitored. Sheds and detached garages shall not be included in the structures monitoring.

## **24:00        STRUCTURE MONITORING**

### **24:03        PART 3 - EXECUTION:**

#### **24:03.4      MAXIMUM ACCEPTABLE VIBRATION LEVELS:**

The maximum acceptable vibration level shall be determined by the Structures Monitoring Engineer and shall be based upon the Report of Investigation RI - 8507 entitled "Structure Response and Damage Produced by Ground Vibrations from Surface Mine Blasting," published by the United States Division of Mines, latest edition.

#### **24:03.5      MONITORING:**

Monitoring shall include the daily use of a seismograph at representative structures located within the limits outlined in Section 24:03.3 throughout the Contractor's entire construction operation, including mobilization and demobilization.

The seismographs shall be placed at locations on or at the base of the beachfront structures to obtain the highest peak particle velocities. Representative structures shall be defined as one of each foundation type (pile foundation, masonry, concrete, slab on grade). Not less than three structures within each active work area and one for each active staging area shall be monitored.

If the maximum acceptable vibration level threshold is approached, the engineer shall immediately notify the Project Manager, or his onsite representative, and direct the Contractor to immediately begin implementation of contingency measures to reduce vibrations to within acceptable means.

#### **24:03.6      EXCEEDING ACCEPTABLE VIBRATION LEVELS:**

If the maximum acceptable vibration level threshold is exceeded, the following actions shall be undertaken:

1. The Contractor shall immediately cease any activity that results in peak particle velocities greater than the maximum acceptable vibration level.
2. The Structures Monitoring Engineer shall immediately report to the project site to oversee continuous monitoring. The Structures Monitoring Engineer shall review the contingency plan included in the Structures Monitoring Plan and make any necessary revisions, adjustments and/or recommendations based upon current construction activities and site conditions. Based upon the revised latest contingency plan, the Structures Monitoring Engineer shall prepare a prioritized list (based on ease of implementation and impact on construction activities) of successive actions to be implemented by the Contractor to reduce vibrations to within acceptable limits. The Structures Monitoring Engineer shall remain onsite, on a continual basis, during the Contractor's normal work hours until he/she determines that vibration levels have been reduced to within acceptable limits.

**24:00        STRUCTURE MONITORING**

**24:03        PART 3 - EXECUTION:**

3. The Contractor shall immediately begin implementation of the measures recommended by the Structures Monitoring Engineer as outlined above. Successive contingency measures shall be undertaken by the Contractor until the Structures Monitoring Engineer determines that vibration levels have been reduced to within acceptable limits. Any and all such measures required to reduce vibration levels must be undertaken by the Contractor at no cost to the State of New Jersey.

**24:03.6      EXCEEDING ACCEPTABLE VIBRATION LEVELS Con't:**

4. Should any construction activity impact a structure, as reported by a property owner or as determined by the Structures Monitoring Engineer, the aforementioned engineer will re-inspect the structure(s) and report the findings, including digital images, to the Project Manager via compact disk no later than one day following the re-inspection.

--END OF SECTION 24:00--

## **28:00 GEOTEXTILE**

### **28:01 PART 1 - GENERAL**

#### **28:01.1 SCOPE OF SECTION**

The work covered by this section consists of furnishing all labor, material, and equipment, and performing all operations required for providing geotextile under the handicap and vehicular dune crossovers as indicated on the contract drawings.

#### **28:01.2 REFERENCES**

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

##### **ASTM INTERNATIONAL (ASTM) - LATEST EDITION**

ASTM D 3786	Hydraulic Bursting Strength of Knitted Goods & Nonwoven Fabrics - Diaphragm Bursting Strength Tester Method
ASTM D 4354	Sampling of Geosynthetics for Testing
ASTM D 4355	Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	Water Permeability of Geotextiles by Permittivity
ASTM D 4533	Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	Determining Apparent Opening Size of a Geotextile
ASTM D 4759	Determining the Specification Conformance of Geosynthetics
ASTM D 4833	Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	Identification, Storage, and Handling of Geosynthetic Rolls and Samples

#### **28:01.3 SUBMITTALS**

##### **28:01.3a Product Data:**

1. Thread: A minimum of 7 days prior to scheduled use, proposed thread type for sewn seams along with data sheets showing the physical properties of the thread.
2. Geotextile Samples: A minimum of 7 days prior to scheduled use, a sample of the material shall be submitted, and an additional 7 days shall be allotted in the schedule to allow for quality assurance testing.



**28:00 GEOTEXTILE**

**28:01 PART 1 - GENERAL**

**28:01.3 SUBMITTALS Con't:**

3. Geotextile Certificates: A minimum of 7 days prior to scheduled use, manufacturers certificate of compliance stating that the geotextile meets the requirements of this section. The certificate of compliance shall be attested to by a person having legal authority to bind the geotextile manufacturer. Certificate shall be a statement signed by an official authorized to certify on behalf of the manufacturer of the geotextile, attesting that the product meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

**28:01.4 DELIVERY, STORAGE AND HANDLING:**

All delivery, storage, and handling of geotextile shall conform to ASTM D 4873.

**28:01.4.1 Delivery:**

The Project Manager shall be notified a minimum of 24 hours prior to delivery and unloading of geotextile rolls. Rolls shall be packaged in an opaque, waterproof, protective plastic wrapping. The plastic wrapping shall not be removed until deployment. If quality assurance samples are collected, rolls shall be immediately rewrapped with the plastic wrapping. Geotextile or plastic wrapping damaged during storage or handling shall be repaired or replaced, as directed. Each roll shall be labeled with the manufacturer's name, geotextile type, roll number, roll dimensions (length, width, gross weight), and date manufactured.

**28:01.4.2 Storage:**

Rolls of geotextile shall be protected from construction equipment, chemicals, sparks and flames, temperatures in excess of 160 degrees F, or any other environmental condition that may damage the physical properties of the geotextile. To protect geotextile from becoming saturated, rolls shall either be elevated off the ground or placed on a sacrificial sheet of plastic in an area where water will not accumulate.

**28:01.4.3 Handling:**

Geotextile rolls shall be handled and unloaded with load carrying straps, a fork lift with a stinger bar, or an axial bar assembly. Rolls shall not be dragged along the ground, lifted by one end, or dropped to the ground.

## 28:00 GEOTEXTILE

### 28:02 PART 2 - PRODUCTS

#### 28:02.1 GEOTEXTILE

Geotextile shall be a woven pervious sheet of polymeric material and shall consist of long-chain synthetic polymers composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The use of woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) will not be allowed. Stabilizers and/or inhibitors shall be added to the base polymer, as needed, to make the filaments resistant to deterioration by ultraviolet light, oxidation, and heat exposure. Re grind material, which consists of edge trimmings and other scraps that have never reached the consumer, may be used to produce the geotextile. Post-consumer recycled material may also be used. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the edges. Geotextiles shall meet the requirements specified in Table 1. Where applicable, Table 1 property values represent minimum average roll values (MARV) in the weakest principal direction. Values for AOS represent maximum average roll values.

TABLE 1  
MINIMUM PHYSICAL REQUIREMENTS FOR SEPARATION GEOTEXTILE

<u>PROPERTY</u>	<u>UNITS</u>	<u>ACCEPTABLE VALUES</u>	<u>TEST METHOD</u>
WIDE WIDTH TENSILE	LBS	400 X 400	ASTM D4595
SEAM STRENGTH	LBS	240	ASTM D4632
PUNCTURE	LBS	1600	ASTM D4833
TRAPEZOID TEAR	LBS	222 X 220	ASTM D4533
APP. OPENING SIZE	U.S. SIEVE	30	ASTM D 4751
PERMITTIVITY	SEC -I	0.7	ASTM D 4491
UV DEGRADATION	PERCENT	50 AT 500 HRS	ASTM D 4355

#### 28:02.2 THREAD:

Sewn seams shall be constructed with high-strength polyester, nylon, or other approved thread type. Thread shall have ultraviolet light stability equivalent to the geotextile and the color shall contrast with the geotextile.

#### 28:02.3 MANUFACTURING QUALITY CONTROL SAMPLING AND TESTING:

The Manufacturer shall be responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request. Manufacturing quality control sampling and testing shall be performed in accordance with the manufacturer's approved quality control manual. As a minimum, geotextiles shall be randomly sampled for testing in accordance with ASTM D 4354, Procedure A. Acceptance of geotextile shall be in accordance with ASTM D 4759. Tests not meeting the specified requirements shall result in the rejection of applicable rolls.

## **28:00      GEOTEXTILE**

### **28:03      PART 3 - EXECUTION**

#### **28:03.1      SUBGRADE PREPARATION:**

The surface underlying the geotextile shall be smooth and free of ruts or protrusions which could damage the geotextile. Any irregularities shall be removed so as to insure continuous, intimate, contact of the geotextile with all the surface. Any loose material, soft or low density pockets of material, shall be removed; erosion features such as rills, gullies, etc. must be graded out of the surface before geotextile placement.

#### **28:03.2      INSTALLATION:**

The Contractor shall notify the Project Manager a minimum of 24 hours prior to installation of geotextile. Geotextile rolls which are damaged or contain imperfections shall be repaired or replaced as directed. The geotextile shall be laid flat and smooth so that it is in direct contact with the subgrade. The geotextile shall be placed with the long dimension parallel to the crossover centerline and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The placement procedures require that the length of the geotextile be slightly greater than the dune cross-over length. The geotextile shall be carried up the sides of the base and infield mix materials and the extra shall be tucked down and covered with sand.

#### **28:03.3      SEAMS:**

##### **28:03.3.1      Overlap Seams:**

Geotextile panels shall be continuously overlapped a minimum of 60 inches at all longitudinal and transverse joints. Where seams must be oriented across the slope, the upper panel shall be lapped over the lower panel. If approved, sewn seams may be used instead of overlapped seams.

##### **28:03.3.2      Sewn Seams:**

The stitch type used shall be a 401 locking chain stitch or as recommended by the manufacturer. Seam strength shall meet the minimum requirements specified in Table 1. The thread at the end of each seam run shall be tied off to prevent unraveling. Skipped stitches or discontinuities shall be sewn with an extra line of stitching with a minimum of 18 inches of overlap.

#### **28:03.4      PROTECTION:**

The geotextile shall be protected during installation from clogging, tears, and other damage. Damaged geotextile shall be repaired or replaced as directed. Adequate ballast (e.g. sand bags) shall be used to prevent uplift by wind. The geotextile shall not be left uncovered for more than 4 hours after installation.

## **28:00      GEOTEXTILE**

### **28:03      PART 3 - EXECUTION**

#### **28:03.5      REPAIRS:**

Torn or damaged geotextile shall be repaired. Repairs shall be performed by placing a patch of the same type of geotextile over the damaged area. The patch shall extend a minimum of 12 inches beyond the edge of the damaged area. A nonwoven geotextile shall be patched by either sewing, using one row of a two-thread chain stitch, or, by tack welding the patch to the surrounding undamaged geotextile using a hot-air tack-welding tool such that the patch does not move while backfilling over the geotextile. A woven geotextile shall be patched using a special tape, as recommended by the geotextile manufacturer, made for patching wovens (using a hot-air tack-welding tool is prohibited on a woven geotextile). The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile rolls which cannot be repaired shall be removed and replaced. Repairs shall be performed at no additional cost to the Division.

#### **28:03.6      COVERING:**

Geotextile shall not be covered prior to inspection and approval by the Project Manager. The geotextile shall be protected from damage during the placement of overlying materials primarily by limiting the height of drop of materials to no greater than 1-foot unless otherwise approved by the Project Manager. Any damage to the geotextile during placement of the overlying materials shall be repaired or replaced by the Contractor at his own expense.

#### **28:03.7      MEASUREMENT AND PAYMENT:**

No separate measurement or payment will be made for the work specified in this section. All costs in connection with providing and installing geotextile shall be included in the contract prices of those items for which the geotextile is incidental.

-- End of Section 28:00 --

## **29:00 GEOTUBE CONTAINERS AND SCOUR APRONS**

### **29:01 PART 1 - GENERAL**

#### **29:01.1 SCOPE OF SECTION**

The Work covered under this Section of these Specifications consist of furnishing all plant, labor, supervision, equipment, appliances, and materials and in performing all operations required for deployment, anchorage, and filling of Geotube containers and Scour Aprons, in accordance with the lines, grades, design, and dimensions shown on the drawings as specified herein.

Contractor shall furnish Geotube containers and Scour Aprons fabricated in accordance with this specification, positioning the scour apron and tube in place, and hydraulically fill with sand provided at the site and filling in such a way as to form the Geotube structure and Scour Apron to the specified height, width, length and configuration.

#### **29:01.2 DEFINITIONS**

Geotube Container: A large tube [greater than 7.5 feet (2.3 meters) in circumference] fabricated from "Specially Engineered Textile" in lengths greater than 20 feet (6.1 meters). Geotube containers used in coastal and riverine erosion control applications are most often filled hydraulically with slurry of sand and water. The Geotube container can also be filled by a combination of mechanical and hydraulic method.

Scour Apron: An apron of geotextile designed to protect the foundation of the main Geotube container from the undermining effects of scour. In coastal and riverine applications, scour can be present at the base of the Geotube container due to wave and current action. Scour aprons may be on both sides of the main Geotube container, or on only one side. Scour aprons also reduce scour caused during the hydraulic filling process of the main Geotube container.

Anchor Tube: Scour aprons are typically anchored by a small Anchor Tube filled with sand at the water's edge or by sandbags placed in pockets sewn into the apron.

UV Shroud: Geotextile cover designed to protect the top of the Geotube container.

Fill Port: Fill ports are designed openings in the top of the Geotube container through which the sand slurry is pumped to fill the tube. The fill ports consist of rigid 8" ID PVC flanges on either side of the top surface of the Geotube container and are clamped in place with 3/4" bolts to produce a pressure connection. The inside flange has a flexible textile sleeve attached that can be attached to the dredge line to prevent leakage of slurry that is being pumped into the tube.

## 29:00 GEOTUBE CONTAINERS AND SCOUR APRONS

Flat End: The Flat End is a panel of geotextile of the same type of the body of the Geotube container and is cut in an exact dimension and shape as the cross-section of the Geotube container when it is filled to the design height.

### 29:01.3 REFERENCES

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

#### ASTM INTERNATIONAL (ASTM) - LATEST EDITION

ASTM D 3786	Hydraulic Bursting Strength of Knitted Goods & Nonwoven Fabrics - Diaphragm Bursting Strength Tester Method
ASTM D 4354	Sampling of Geosynthetics for Testing
ASTM D 4355	Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	Water Permeability of Geotextiles by Permittivity
ASTM D 4533	Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	Determining Apparent Opening Size of a Geotextile
ASTM D 4759	Determining the Specification Conformance of Geosynthetics
ASTM D 4833	Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	Identification, Storage, and Handling of Geosynthetic Rolls and Samples

### 29:01.4 SUBMITTALS

#### 29:01.4a Product Data:

1. Fabrication Drawings: Contractor shall submit shop drawings of the materials, equipment and method of installation details for the complete system.

Contractor shall submit manufacturers shop drawings and product specifications for materials utilized to construct Geotube container, Scour Apron, and related components.

2. Geotextile Certificates: A minimum of 7 days prior to scheduled use, manufacturer's certificate of compliance stating that the geotextile meets

## **29:00 GEOTUBE CONTAINERS AND SCOUR APRONS**

the requirements of this section. The certificate of compliance shall be attested to by a person having legal authority to bind the geotextile manufacturer. Certificate shall be a statement signed by an official authorized to certify on behalf of the manufacturer of the geotextile, attesting that the product meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified. Contractor shall submit a notarized certification from the manufacturer indicating that the Geotube and Scour Apron materials utilized meets the project specification requirements as detailed in Tables 1 and 2.

### **29:01.5 DELIVERY, STORAGE AND HANDLING:**

All delivery, storage, and handling of geotextile shall conform to ASTM D 4873.

#### **29:01.5.1 Delivery:**

The Project Manager shall be notified a minimum of 24 hours prior to delivery and unloading of Geotube container and related components. Materials shall be packaged in an opaque, waterproof, protective plastic wrapping. The plastic wrapping shall not be removed until deployment. If quality assurance samples are collected, materials shall be immediately rewrapped with the plastic wrapping. Geotube containers, related components, or plastic wrapping damaged during storage or handling shall be repaired or replaced, as directed. Each Geotube container shall be clearly labeled for easy identification including but not limited to: the manufacturer's name, Geotube type, and date manufactured.

#### **29:01.5.2 Storage:**

Geotube container shall be stored in areas where water cannot accumulate, elevated off the ground and protected from conditions that will affect the properties or performance of the geotextile. Geotube container should not be exposed to temperatures more than 150° F. Duration of storage time shall not exceed manufacturer's recommendation.

#### **29:01.5.3 Handling:**

No hooks, tongs or other sharp instruments shall be used for handling the Geotube container, nor should the Geotube container be dragged along the ground. Geotube Container should be unrolled into position as recommended by the manufacturer.

## **29:00 GEOTUBE CONTAINERS AND SCOUR APRONS**

### **29:02 PART 2 - PRODUCTS**

#### **29:02.1 GEOTUBE CONTAINERS**

1. The geotextile shall be fabricated from a "Specialty Composite Engineered Textile", manufactured from high tenacity polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position.
2. Geotube container material shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis and acids and meet the specifications detailed in Table 1.
3. Geotube container shall be fabricated by sewing together mill widths of the specialty engineered textile to form a tubular shape of 25 feet in circumference and 82 feet in length. The last Geotube unit installed should be fabricated to the exact length required to meet the total length of the shoreline protection.
4. All Fill Ports shall be rigid 8" ID (minimum) mechanical PVC ports for the insertion of the dredge discharge pipe and shall be located at intervals of no more than 50 feet, or as recommended by the manufacturer.
5. Pressure relief ports shall be located no more than 10 feet from each end of the Geotube container, or as recommended by the manufacturer.
6. Fabric and factory sewn seams utilized in the construction of the Geotube container shall meet or exceed the values shown in Table 1.
7. Each Geotube container must have "Flat Ends" to maintain tight junction between adjacent Geotube containers and a consistent elevation throughout the total project length. Flat Ends of each Geotube container shall be fabricated with sewn-in end panels that match the cross-section of the filled Geotube container.
8. Fabric shall be sand (tan) colored.



Table 1 - Polypropylene material for Geotube Containers

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Wide Width Tensile Strength (at ultimate)	ASTM D4595	lbs/in (kN/m)	1152 (200)	1142 (200)
Wide Width Tensile Elongation	ASTM D4595	%	20 (max.)	20 (max.)
Factory Seam Strength	ASTM D4884	lbs/in (kN/m)	913 (160)	
CBR Puncture Strength	ASTM D6241	lbs (kN)	4000 (17.8) <sup>1</sup>	
UV Resistance (% strength retained after 500 hrs)	ASTM D4355	%	85	

Hydraulic Properties	Test Method	Unit	Minimum Average Roll Value	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	30 (0.60)	
Water Flow Rate	ASTM D4491	gal/min/ft <sup>2</sup> (l/min/m <sup>2</sup> )	20 (815)	
Permittivity	ASTM D4491	sec <sup>-1</sup>	0.35	

Physical Properties	Test Method	Unit	Typical Value <sup>1</sup>	
Mass/Unit Area	ASTM D5261	oz/yd <sup>2</sup> (g/m <sup>2</sup> )	33 (1119)	

<sup>1</sup> ASTM D4439 Standard Terminology for Geosynthetics: *typical value, n* – for geosynthetics, the mean value calculated from documented manufacturing quality control test results for a defined population obtained from one test method associated with one specific property.

### 29:02.2 THREAD:

Sewn seams shall be constructed with high-strength polyester, nylon, or other approved thread type. Thread shall have ultraviolet light stability equivalent to the geotextile and the color shall contrast with the geotextile.

### 29:02.3 QUALITY ASSURANCE CONTROL SAMPLING AND TESTING:

The Manufacturer shall be responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request. Manufacturing quality control sampling and testing shall be performed in accordance with the manufacturer's approved

## 29:00 GEOTUBE CONTAINERS AND SCOUR APRONS

quality control manual. As a minimum, geotextiles shall be randomly sampled for testing in accordance with ASTM D 4354, Procedure A. Acceptance of geotextile shall be in accordance with ASTM D 4759. Tests not meeting the specified requirements shall result in the rejection of applicable rolls.

### 29:02.3 SCOUR APRON AND ANCHOR TUBE MATERIAL

1. The "Specially Engineered Textile" is composed of high tenacity polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. Scour Apron and Anchor Tube Material shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis and acids, and meet the specifications detailed in Table 2.
2. Scour Apron shall be fabricated by sewing together multiple mill widths of textile to produce a size as shown on the contract drawings (between the Anchor Tubes) wide and 85 feet long. Four (4) foot circumference Anchor Tubes shall be integral to the Scour Apron and located along the entire seaward and landward sides. Also, the terminal ends of the first and last Scour Apron shall have a four (4) foot Anchor Tube.
3. The Scour Apron Fabric must be sand (tan) colored.

**Table 2: Polypropylene material for Scour Apron**

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Wide Width Tensile Strength (at ultimate)	ASTM D4595	lbs/in (kN/m)	450 (78.8)	625 (110)
Wide Width Tensile Elongation	ASTM D4595	%	20 (max.)	20 (max.)
Factory Seam Strength	ASTM D4884	lbs/in (kN/m)	400 (70)	
CBR Puncture Strength	ASTM D6241	lbs (kN)	2000 (8.9)	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	0.43 (4)	
Water Flow Rate	ASTM D4491	gal/min/ft <sup>2</sup> (l/min/m <sup>2</sup> )	20 (813)	
UV Resistance (% strength retained after 500 hrs)	ASTM D4355	%	80	

**29:00 GEOTUBE CONTAINERS AND SCOUR APRONS**

<b>Filtration Properties</b>	<b>Test Method</b>	<b>Unit</b>	<b>Minimum Average Roll Value</b>
Pore Size Distribution (O <sub>50</sub> )	ASTM D6797	Micron	115
Pore Size Distribution (O <sub>95</sub> )	ASTM D6767	Micron	368

<b>Physical Properties</b>	<b>Test Method</b>	<b>Unit</b>	<b>Typical Value</b>
Mass/Unit Area	ASTM D5261	oz/yd <sup>2</sup> (g/m <sup>2</sup> )	17.3 (585)
Thickness	ASTM D5199	mm (mils)	1.8 (70)

**29:02.4 QUALITY ASSURANCE:**

- A. Use adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.
- B. The Owner reserves the right of approval of any subcontractor selected for the portion of the Work by the Contractor. Approval will be based, in part, on:
  - 1. Documented successful experience in performing work of a similar nature.
  - 2. Acceptable schedule of unit prices for measurement and payment in event of changes in the Work of this Section.
- C. Manufacturer Qualifications:
  - 1. All products shall be the standard product of the manufacturer who has been regularly engaged in the design, manufacture and fabrication of the Geotube products, and whose Geotube product has proven reliable in similar service for a minimum of 10 years.
  - 2. The Manufacturer must be responsible for the entire supply chain of the Geotube container and must extrude the fiber, weave the engineered textile, and fabricate the Geotube containers and Scour Aprons.
  - 3. The Manufacturer's facility must be ISO 9001 certified and must have onsite A2LA laboratories to perform all physical test requirements in accordance with ASTM methods.

## **29:00 GEOTUBE CONTAINERS AND SCOUR APRONS**

4. The manufacturer must label each individual product with a unique barcode label on the packaging and labels attached to the Geotube and Scour Apron units that allows for full traceability from the fabricated product to the master roll, to the weaving of the master roll, to the extrusion of the yarn, and finally to the resin used to extrude the yarn.
5. The Manufacturer must demonstrate with Letters of Testimony from customers that they have manufactured and installed more than 50 kilometers (31.1 miles) of Geotube units in the past 10 years.

### **29:03 PART 3 - EXECUTION**

#### **29:03.1 SITE PREPARATION:**

- A. Geotube containers shall be constructed to the lines and grades shown on the Drawings. Where such areas are below the allowable grades, they shall be brought to grade as described in in the project plan set. All obstructions, which could damage the Scour Apron or Geotube container, such as roots and projecting stones, shall be removed.
- B. Immediately prior to placing the Scour Aprons and Geotube container, the prepared area shall be inspected by the Engineer and no aprons or Geotube container shall be placed thereon, until the area has been approved by the Engineer.

#### **29:03.2 INSTALLATION:**

##### **29:03.2.1 Placement of Scour Apron:**

- A. Place Scour Apron in accordance with the lines, grades, and dimension shown on the drawings.

1. The ends of each apron shall be overlapped a minimum of 5 feet.

##### **29:03.2.2 Placement of Geotube Container:**

- A. Place Geotube container within the limits shown on the Drawings.
- B. No portion of the Geotube container shall be filled until the entire Geotube container segment has been fully anchored to the foundation along the correct alignment. Means of assuring that the Geotube container are properly aligned and anchored shall be incorporated into the placement methodology presented in the Plan of Construction.

## **29:00 GEOTUBE CONTAINERS AND SCOUR APRONS**

- C. Before injection of fill material, adjacent Geotube container shall be butted together so that there are no gaps between the Geotube containers, unless shown otherwise in the Plan of Construction. Beneath the Geotube container, the ends of each Scour Apron shall be overlapped a minimum of 5 feet.

### **29:03.2.3 Injection of Fill Material:**

- A. Following the apron and Geotube container placement, filling with materials from a designated area shall be accomplished in accordance with the approved Plan of Construction. Any excess discharge shall be directed away from the Geotube container into a designated area.
  - 1. Geotube container shall be filled as evenly as possible until the design height has been achieved, and excess water shall be allowed to drain adequately.
  - 2. Typically, the dredge discharge pipe should be limited to 8 inches diameter or smaller. Dredge discharge pipes below 6 inches diameter may be too small to adequately fill the Geotube container to the proper height. Care should be taken not to overfill or over pressurize the "anchor tube" that is incorporated into the Scour Apron.
  - 3. The dredge discharge pipe or line shall be free of protrusions that could damage the Scour Apron or Geotube container. Excessive movement of the dredge discharge pipe during filling can result in damage. (The Geotube container manufacturer should be consulted as to the best method to affix the dredge discharge pipe to the fill port).
- B. The Geotube container shall be filled to the 5 foot design height. The desired height is generally no more than 50% of the tube width or as specified by the Engineer.
- C. Once the Geotube container has been filled to the required height, the injection ports shall be closed as recommended by the manufacturer.
- D. Once the Geotube containers have been properly installed, the area behind them can be backfilled to the lines and grade as outlined on the Plan of Construction.

### **29:03.3 REPAIRS:**

Torn or damaged Geotube containers and scour aprons shall be replaced. Geotube container or scour aprons replacement shall be performed at no additional cost to the Division.

### **29:03.4 COVERING:**

## **29:00 GEOTUBE CONTAINERS AND SCOUR APRONS**

Geotube containers and scour aprons shall not be covered prior to inspection and approval by the Project Manager. The Geotube containers shall be protected from damage during the placement of overlying materials primarily by limiting the height of drop of materials to no greater than 1 foot unless otherwise approved by the Project Manager. Any damage to the Geotube container and scour aprons during placement of the overlying materials shall be repaired or replaced by the Contractor at his own expense.

### **29:03.5 MEASUREMENT AND PAYMENT:**

No separate measurement or payment will be made for the work specified in this section. All costs shall include all labor, materials, equipment, rigging, tools, and accessories required to haul, place, fill and dewater the Geotube revetment and the associated scour protection apron to the lines and grades set forth in the contract documents or as directed in the field by the Project Manager or his or her representative.

## **29:04 PART 4 - INSPECTION**

### **29:04.1 CHECK SURVEYING:**

- A. Onsite Inspector is to approve installation of Geotube sections prior to advancing with construction.
- B. Check Surveys shall be completed every 50 feet of Geotube installation unless otherwise noted by the Project Engineer.

-- End of Section 29:00 --



**STATE OF NEW JERSEY**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**DIVISION OF LAND USE REGULATION**  
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
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>		<p>Approval Date <b>June 17, 2019</b></p>
<p>Expiration Date <b>June 16, 2024</b></p>		
<p><b>Permit Number(s):</b>  0609-17-0007.2 CZM190001</p>	<p><b>Type of Approval(s):</b>  CZGP24 Habitat Creation, Restoration, Enhancement and Living Shoreline Activities</p>	<p><b>Enabling Statute(s):</b>  N.J.S.A. 13:19-1 et seq. CAFRA</p>
<p><b>Permittee:</b>  Larry Herrighty NJ Division of Fish and Wildlife PO Box 420 Trenton, New Jersey 08625</p>		<p><b>Site Location:</b>  Block(s) &amp; Lot(s): [316, 61] [316, 62.04] Municipality: Maurice River Township County: Cumberland</p>
<p><b>Description of Authorized Activities:</b> This permit authorizes the installation of a shore stabilization and habitat enhancement project consisting of 570 linear feet of tencate sand-filled geotube revetment buried in the beach sand to create a dune feature. The geotube revetment will be secured utilizing anti-scour aprons and either 570 linear feet of sand filled mattress as Option #1 or 340 linear feet of sand filled mattresses as Option #2. The project also includes demolition of the failed concrete boat ramp and distribution of approximately 750 SF of broken concrete pieces above the mean high-water line to create a revetment. The approved activities are shown on the plans referenced on page 4 of this permit.</p> <p>This permit is authorized under and in compliance with the applicable Coastal Zone Management Rules, N.J.A.C. 7:7-1.1 et seq., as amended through March 6, 2019, provided that all conditions to follow are met.</p>		
<p><b>Prepared by:</b>  Vivian M. Fanelli Environmental Specialist 3</p> <p>If the permittee undertakes any regulated activity authorized under a permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the permit and all conditions therein.</p>		<p><b>Received and/or Recorded by County Clerk:</b></p>
<p><b>This permit is not valid unless authorizing signature appears on the last page.</b></p>		



**SPECIAL CONDITIONS:**

1. The permittee shall notify the Department in writing within five working days prior to commencement of operation of a CAFRA permit. At this time, the permittee shall certify that all conditions of the permit that must be met prior to operation of the development have been met.
2. To protect Red Knot stopover habitat and that of other migratory shorebird species (e.g., sanderling, semipalmated sandpiper, etc.), the permittee shall adhere to a seasonal restriction on all work below the mean high-water line and along the beach and dune from April 1 through August 31 of each calendar year.
3. The permittee shall implement the archaeological monitoring plan entitled, "Archaeological Monitoring Plan, Maurice River Township, Cumberland County, East Point Lighthouse, Interim Emergency Shoreline Restoration Project, New Jersey Department of Environmental Protection", included as Attachment A to the Memorandum of Understanding between the Department of Environmental Protection, New Jersey Historic Preservation Office, Division of Fish and Wildlife, and Division of Coastal Engineering, executed on May 4, 2018.
4. Issuance of this permit is subject to compliance with the Department of the Army Nationwide Permit Number 13 (NWP 13) (CENAP-OP-R-2018-00236-95).
5. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of this authorization is at the project site throughout the period the work is underway and available for review by any person.
6. All sediment barriers and other soil erosion control measures must be installed prior to the start of any clearing, grading or construction on site, and must be maintained in proper working condition throughout the entire duration of the project.
7. All sub-surface liners must be made of filter cloth or other permeable material.
8. The restoration area shall be planted with native plant species.
9. No staging of equipment may occur in wetlands.
10. All areas of temporary disturbance shall be restored to its pre-existing condition and grade.
11. All debris generated from the proposed project is to be disposed of at an approved disposal site.

**STANDARD CONDITIONS:**

1. The issuance of a 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 or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.



4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District having jurisdiction over the site.
5. 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.
6. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (Warn DEP Hotline) of any noncompliance that may endanger the public health, safety, and welfare, or the environment. In addition, the permittee shall inform the Division of Land Use Regulation by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware 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. The written notice shall include:
  - a. A description of the noncompliance and its cause;
  - b. The period of noncompliance, including exact dates and times;
  - c. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - d. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
7. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
8. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
9. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
10. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
11. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
  - a. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of the permit;
  - b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
  - c. Inspect at reasonable times any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.
12. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action under, as well as, in the appropriate case, suspension and/or termination of the permit.

13. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect so long as the regulated activity or project, or any portion thereof, is in existence, unless the permit is modified.
14. For Coastal Permits, Flood Hazard Permits and Flood Hazard Verifications, the permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Use Regulation at the address set forth in the rules.
15. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
16. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
17. A permit shall be transferred to another person only in accordance with the regulations.
18. A permit can be suspended or terminated by the Department for cause.
19. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
20. 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.
21. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, P.O. Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
22. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris, or structures within or adjacent to the channel while the regulated activity(ies) is being undertaken. Upon completion of the regulated activity(ies), the permittee shall remove and dispose of in a lawful manner, all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
23. The regulated activity shall not destroy, jeopardize, or adversely modify a present or documented habitat for threatened or endangered species, and shall not jeopardize the continued existence of any local population of a threatened or endangered species.

**APPROVED PLANS:**

The drawing hereby approved is sheet 8 of 16 prepared by W. Stuart Lewis, NJPE of MidAtlantic Engineering Partners, dated 08/06/18, last revised 11/06/18, entitled: "NJDEP PROJECT NO. 4293-18 EAST POINT SHORELINE STABILIZATION TWP. OF MAURICE RIVER, COUNTY OF CUMBERLAND PROPOSED SITE PLAN".

In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request an adjudicatory hearing within 30 calendar days after public notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Adjudicatory Hearing Request form. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the form is available through the Division's website at [http://www.nj.gov/dep/landuse/download/lur\\_024.pdf](http://www.nj.gov/dep/landuse/download/lur_024.pdf). In addition to requesting a hearing, a request may be filed with the Department's Office of Dispute Resolution to determine whether the matter is suitable for mediation. Information concerning the dispute resolution process is available at [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr).

If you need clarification on any section of this permit or conditions, please contact Vivian M. Fanelli of the Division of Land Use Regulation at (609) 633-2289.

Approved By:



Ryan J. Anderson, Bureau Chief  
Division of Land Use Regulation

6/17/19

Date

Original sent to Agent to record

c: Permittee

NJDEP Bureau of Coastal and Land Use Enforcement

Maurice River Township Municipal Clerk

Maurice River Township Municipal Construction Official





REPLY TO  
ATTENTION OF

CERTIFIED MAIL- RETURN RECEIPT REQUESTED

**DEPARTMENT OF THE ARMY**

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

APR 12 2019

Regulatory Branch  
Application Section II

SUBJECT: CENAP-OP-R-2019-00236-95 (NWP#13)  
New Jersey Department of Environmental Protection – Division of Coastal  
Engineering - Stabilize Shoreline of Delaware Bay at 10 Lighthouse Road,  
Heislerville, Maurice Township, Cumberland County, New Jersey  
Latitude: 39.195806°N, Longitude: -75.027777°W

New Jersey Department of Environmental Protection  
Division of Coastal Engineering  
Attn: Vanessa Dornisch  
1510 Hooper Avenue, Suite 140  
Toms River, New Jersey 08753

Dear Ms. Dornisch:

This is in regard to your proposal to stabilize approximately 1,000.0-linear feet of Delaware Bay shoreline at 10 Lighthouse Road in Heislerville, Maurice Township, Cumberland County, New Jersey, via a one-time permanent discharge of approximately 4,110.0-cubic yards of sand-filled geotubes, mattresses, and berm structures into 1.25-acres of Waters of the United States.

Under current Federal regulations, a Department of the Army permit is required for work or structures in navigable waters of the United States and/or the discharge of dredged or fill material into waters of the United States including wetlands.

**Based upon our review of the information you have provided, it has been determined that your project is approved by existing Department of the Army Nationwide Permit Number 13 (NWP 13) described below, provided the work is conducted in compliance with the NWP general conditions, regional conditions, and the project specific special conditions.**

**NWP 13. Bank Stabilization.** Bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization techniques, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects (an exception

is for bulkheads—the district engineer cannot issue a waiver for a bulkhead that is greater than 1,000 feet in length along the bank);

(c) The activity will not exceed an average of one cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;

(d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;

(e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;

(f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas);

(g) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization;

(h) The activity is not a stream channelization activity; and

(i) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This NWP authorizes those maintenance and repair activities if they require authorization.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) Involves discharges into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. (See general condition 32.)

[**Authorities:** Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)]

You are advised that this verification of NWP authorization is valid until the Nationwide Permits expire on **March 18, 2022**, unless the NWP authorization is modified, suspended, or revoked prior to this date. In the event that the NWP authorization is modified during that time period, this expiration date will remain valid, provided the activity complies with any subsequent modification of the NWP authorization.

It is noted that CZM consistency from the State is only required for those activities in or affecting a State's coastal zone. Additionally, some of the NWPs do not involve a discharge of dredged or fill material, and as such, do not require a 401 WQC. If the State has denied the required WQC and/or not concurred with the Corps' CZM consistency determination, the NWP authorization is considered denied without prejudice until an individual project specific WQC and/or CZM approval is obtained.

**The State of New Jersey has denied 401 WQC and has not concurred with CZM consistency during the issuance of Philadelphia District's regional conditions for NWP#13. Therefore, you are being directed to seek further review by the state in which they will attach the required Federal consistency determination and certification as part of their review as applicable. This approval must be obtained in order for the activity to be authorized under the NWP and a copy provided to this office before work begins. Any project specific conditions required by the State for the WQC and/or CZM approval will automatically become part of the NWP authorization.**

The activities authorized by this NWP verification must comply with the NWP General Conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. A copy of the NWP General Conditions and the Philadelphia District 2017 NWP Regional Permit Conditions for New Jersey for which this verification is subject to, can be found at:

<http://www.nap.usace.army.mil/Portals/39/docs/regulatory/publicnotices/2017%20Nationwide%20Permit%20General%20Conditions.pdf>

[http://www.nap.usace.army.mil/Portals/39/docs/regulatory/publicnotices/2017\\_NJ\\_Reg\\_Cond\\_Final.pdf](http://www.nap.usace.army.mil/Portals/39/docs/regulatory/publicnotices/2017_NJ_Reg_Cond_Final.pdf)

In instances where you are unable to access a digital copy of the 2017 NWP General conditions and/or the 2017 NWP Regional Permit Conditions for New Jersey, a hard copy will be transmitted by registered mail to you per request. It is further noted that you may request a copy by email at any time in which the NWP General Conditions and Regional Permit Conditions will be provided to you by facsimile or other electronic means per your request.

Activities which have commenced (i.e, are under construction) or are under contract to commence in reliance upon an NWP will remain authorized provided the activity is completed within twelve months of the date of an NWP's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke



the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5 (c) or (d). Activities completed under the authorization of an NWP which was in effect at the time the activity was completed continue to be authorized by that NWP.

You should carefully note that this NWP authorization is based upon your agreement to comply with the terms and conditions of this NWP including any and all attached project specific special conditions listed below. Initiation of any authorized work shall constitute your agreement to comply with all of the NWP's conditions. You should also note that the authorized work may be subject to periodic inspections by a representative of this office. The verification of a Nationwide Permit including all general and special conditions is not subject to appeal.

Given the urgent nature of the project for safeguarding the structural integrity of the bridge, the following in-water work restriction as per New Jersey NWP Regional General Permit Condition Number G-6 (c) is hereby waived: "In all other tributaries in New Jersey within the geographic area of the Philadelphia and New York Districts, in-water work shall be avoided from March 01 to June 30 to protect diadramous fish migration, spawning activities, and EFH."

#### **PROJECT SPECIFIC SPECIAL CONDITIONS:**

1. All work performed in association with the above noted project shall be conducted in accordance with the attached project plans identified as E-1 through E-16; all entitled "NJDEP Project No. 4293-18, East Point Shoreline Stabilization, Twp. of Maurice River, County of Cumberland"; all dated 06 November 2018, with the exception of E-5 which is dated 31 October 2018; and all prepared by Mid Atlantic Engineering Partners.
2. Construction activities shall not result in the permanent disturbance or alteration of greater than 1.25-acres of waters of the United States.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings or repair plan must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified prior to the commencement of authorized work by completing and signing the enclosed Notification/ Certification of Work Commencement Form (Enclosure 1). This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the enclosed Notification/Certification of Work Completion/Compliance Form (Enclosure 2). All notifications required by this condition shall be in writing. The Notification of Commencement of work may be sent to this office by facsimile or other electronic means; all other notification shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be

required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. In accordance with New Jersey Regional Permit Condition – 6 (G-6), to protect Essential Fish Habitat (EFH) species, their prey species, and/or their habitats, **in-water work shall NOT be performed between 01 March and 30 June of any given calendar year.** However, work within cofferdams that fully enclose and dewater the project area can proceed any time during the year provided that the cofferdams area installed or removed outside of the seasonal work restriction window and do not preclude the free movement of migrating and spawning aquatic species to ensure compliance with NWP General Conditions #2 and #3.

7. The permittee shall adhere to all requirements specified in the enclosed "Archaeological Monitoring Plan" (Enclosure 3), prepared by the New Jersey Department of Environmental Protection's Historic Preservation Office.

Also enclosed is a pre-addressed postal card (Enclosure 4) soliciting your comments on the processing of your application. Any comments, positive or otherwise, on the procedures, timeliness, fairness, etc., may be made on this card. If you should have any questions regarding this matter, please contact Mr. Robert Youhas of my staff at 215-656-6729 or write to the above address.

Sincerely,



Edward E. Bonner  
Chief, Regulatory Branch

Enclosures



# PROJECT PLANS

NJDEP PROJECT #4293-18  
EAST POINT SHORELINE STABILIZATION  
TOWNSHIP OF MAURICE RIVER, COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ENGINEERING AND CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

QUAD MAP  
SCALE: 1"=2000'



GRAPHIC SCALE  
1 inch = 2000 feet

NOVEMBER 2018



**Know what's below.  
Call before you dig.**

[illegible]

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
COMMISSIONER  
CATHERINE R. McCABE

ENGINEERING AND CONSTRUCTION  
ASSISTANT COMMISSIONER  
DAVID ROSENBLATT

90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

**MidAtlantic  
Engineering Partners**

Journal of Polymer Science: Part A: Polymer Chemistry  
 Volume 42, Number 1, January 2004  
 ISSN 0887-624X  
 Copyright © 2004 John Wiley & Sons, Inc.  
 Printed in the United States of America  
 All rights reserved.

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

NADP PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION  
TWP. OF MAURICE RIVER, COUNTY OF CUMBERLAND

11/11/11

W. Stuart Lewis, P.E.

NONSTOP, QUOTE

[illegible]



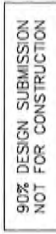
2-7

---



E-3

E-4



Certificate of Authentication No. 2-GAZ-94022

Joan L. Langford Ph.D.	Ph.D. 02-04-00202
Matthew J. Robinson Ph.D.	Ph.D. 02-04-00205
William J. Pineda Ph.D.	Ph.D. 02-04-00208

Stanley W. Gorman  
5 Commerce Ave., Suite 200  
Hempstead, NY 11547  
800-970-7400

NUDP PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION  
P. OF MAURICE RIVER, COUNTY OF CUMBERLAND  
SITE MAP

8	APPROVED BY		PROJECT NO.	4293-18
	TITLE	DATE		
			SHEET	4 OF 16
			DWG. NO. E-35-36	

1000000

NOTES:

1. BOUNDARY LINES ARE APPROXIMATED FROM THE TOWNSHIP OF MAGUIRE 1974 MAP SHEET 45.0 LAST REVISED 06/12/08
2. 1970S UPPER METLANDS BOUNDARY LINES ARE DERIVED FROM 1905-1970 METLANDS BASEMAPS
3. 2012 UPPER METLANDS BOUNDARY LINES ARE APPROXIMATED FROM 1905-05 FILES EXTRACTED FROM THE LAND USE 212 LATER.

[illegible]

**LEGEND**

- PROJECT BOUNDARY
- EXISTING STRUCTURE
- EXISTING PROPERTY BOUNDARY
- EXISTING LOT BOUNDARY
- 2012 METADAT BOUNDARY
- 2012 METADAT LOT BOUNDARY
- 2012 DATUM DELINEATIONS

The Name: C:\MATH\JOBS\NG-181 - End Upstream Stabilization Project\BMC\22-Coloring Conditions.dwg  
 Plot Time: Nov 17, 2018 - 4:02PM



55

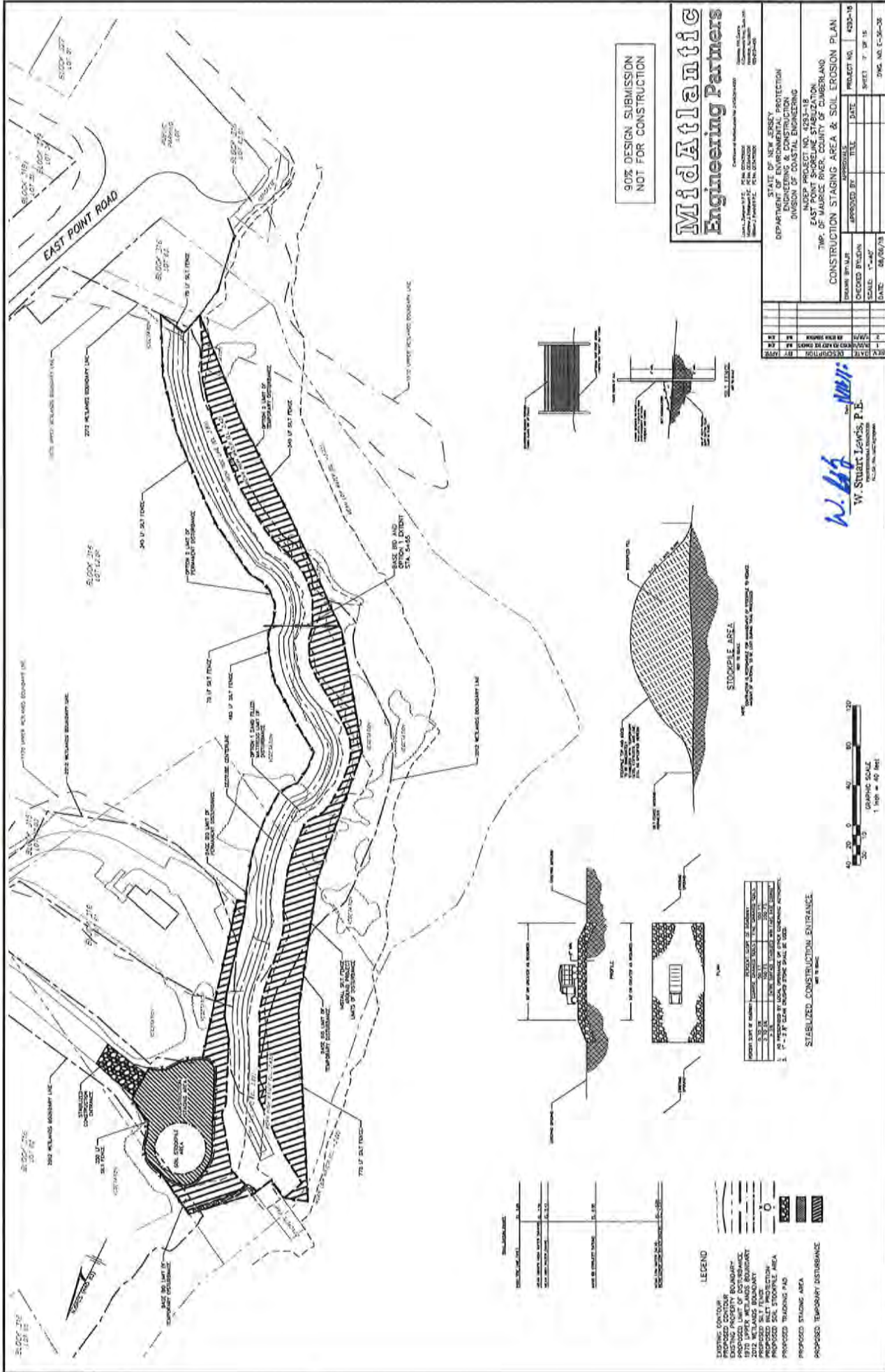


11-6





NAD-2019-00236-95



90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

**MidAtlantic**  
Engineering Partners

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL ENGINEERING

PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION  
THP, 1970 UPR METEORUS BOUNDARY  
CONSTRUCTION STAGING AREA & SOIL EROSION PLAN

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 06/06/18

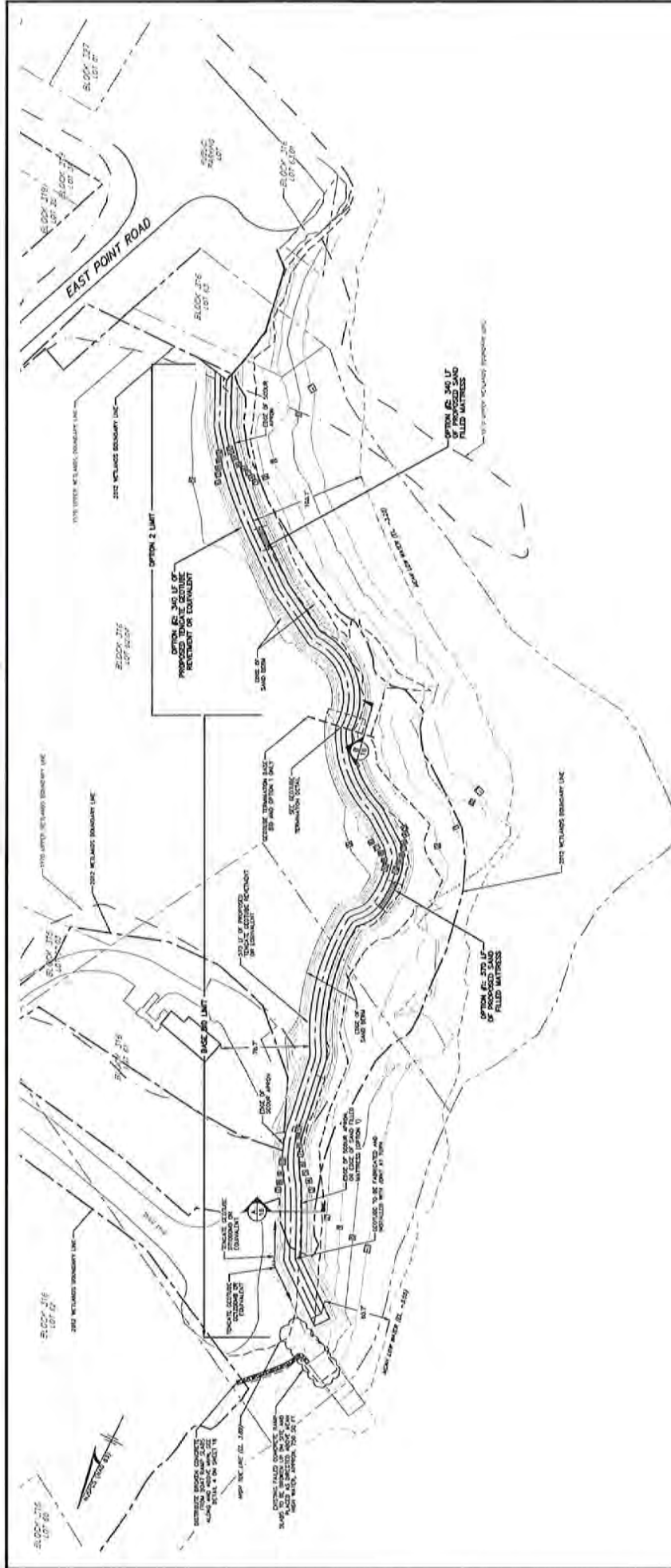
*W. Stuart Lewis, P.E.*  
W. Stuart Lewis, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 100,000,000



E-7



NAP-2014-00236-95



90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

**MidAtlantic**  
Engineering Partners

1001 E. 10th Street, Suite 100  
Cape Fear, North Carolina 28401  
Phone: 910.438.1234  
Fax: 910.438.1235  
www.midatlanticeng.com

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF COASTAL ENGINEERING		PROJECT NO. 4293-18	
NADOP PROJECT NO. 4293-18		SHEET 8 OF 15	
FARMINGTON TOWNSHIP TWP. OF MAURICE RIVER COUNTY OF CAMBERLAND		DATE: 08/05/18	
PROPOSED SITE PLAN		DWG. NO. E-36-36	
DRAWN BY: JLB	APPROVED BY: [Signature]	TITLE: [Blank]	DATE: [Blank]
CHECKED BY: JLB	DATE: 08/05/18	PROJECT NO. 4293-18	SHEET 8 OF 15

REV	DATE	DESCRIPTION	BY	CHK
1	08/05/18	ISSUED FOR PERMIT	JLB	

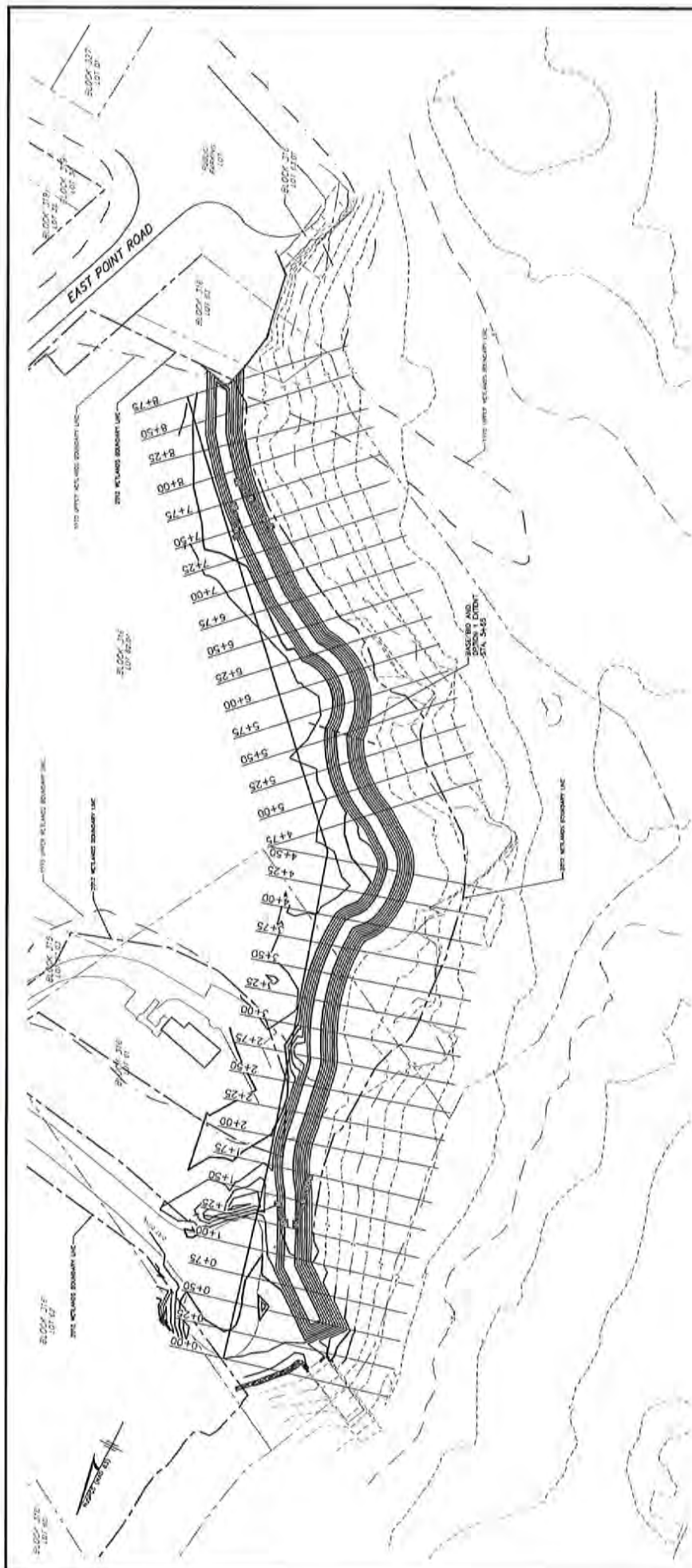
*W. Stuart Lewis, P.E.*  
W. Stuart Lewis, P.E.  
Professional Engineer  
No. 00000000000000000000

**LEGEND**  
EXISTING PROPERTY LINE  
EXISTING STRUCTURE  
2013 WITH LAND BOUNDARY  
2013 WITH MAJOR BOUNDARY  
2013 WITH MINOR BOUNDARY  
PROPOSED MAJOR CONTOUR  
PROPOSED MINOR CONTOUR



5-8

NAP-2019-00236-95



90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

**MidAtlantic**  
**Engineering Partners**

10000 Old Turnpike Road  
Suite 200  
Charlotte, NC 28226  
704.366.1234  
www.midatlanticeng.com

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL ENGINEERING  
EAST POINT SHORELINE STABILIZATION  
GRADING AND ALIGNMENT PLAN

NO.	DATE	BY	CHKD BY	APP'D BY	DATE	PROJECT NO.	SHEET # OF 16	DATE
1	08/26/18	W. Stuart Lewis	W. Stuart Lewis	W. Stuart Lewis	08/26/18	18-001	16	08/26/18

*W. Stuart Lewis*  
**W. Stuart Lewis, P.E.**  
Professional Engineer  
No. 120,000,000

GEOTUBE OFFSET FROM CENTERLINE

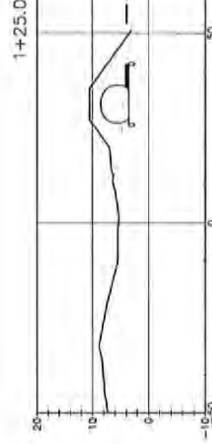
STA.	OFFSET (FT)	STA.	OFFSET (FT)	STA.	OFFSET (FT)
0+00	N/A	3+00	13.36	6+00	54.03
0+25	N/A	3+25	11.85	6+25	47.79
0+50	65.16	3+50	13.49	6+50	30.76
0+75	45.22	3+75	13.38	6+75	22.17
1+00	31.40	4+00	27.53	7+00	18.75
1+25	28.32	4+25	48.77	7+25	15.22
1+50	20.42	4+50	54.39	7+50	12.39
1+75	12.32	4+75	38.36	7+75	10.91
2+00	10.34	5+00	32.58	8+00	11.04
2+25	13.60	5+25	31.88	8+25	12.74
2+50	16.66	5+50	37.13	8+50	12.65
2+75	16.33	5+75	52.50	8+75	28.05



6-9

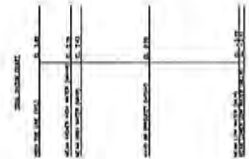


NAP-2019-00236-95



NOTES:

1. SAND FILLED MATRESS NOT INCLUDED IN BASE BID. SAND FILLED MATRESS TO BE INSTALLED AS SHOWN FOR OPTION 1, STA 0+00 TO STA 5+45 AND OPTION 2, STA 5+45 TO THE SOUTHERN END CUTOUSE TERMINATION ONLY.
2. CROSS-SECTION SHOWN DO NOT REPRESENT A BERNAL THIS MAY RESULT IN DISTORTION OF THE DRAWN CROSS-SECTION.



90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

**MidAtlantic**  
Engineering Partners

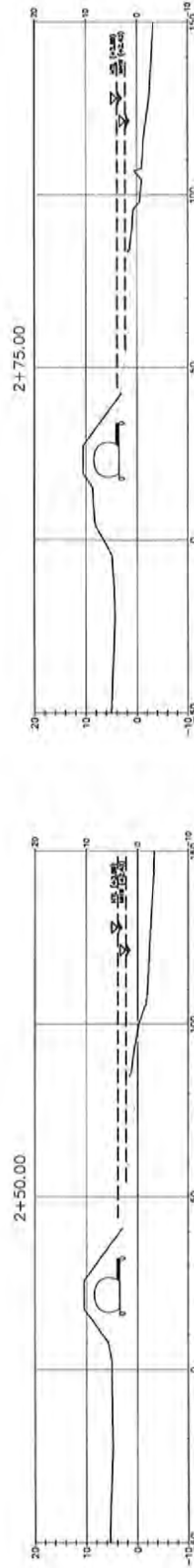
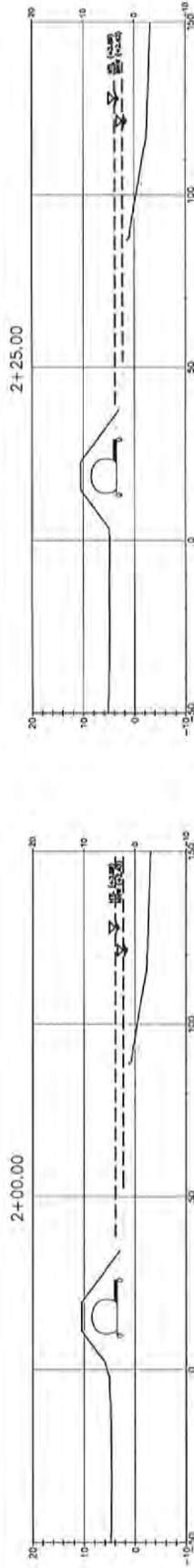
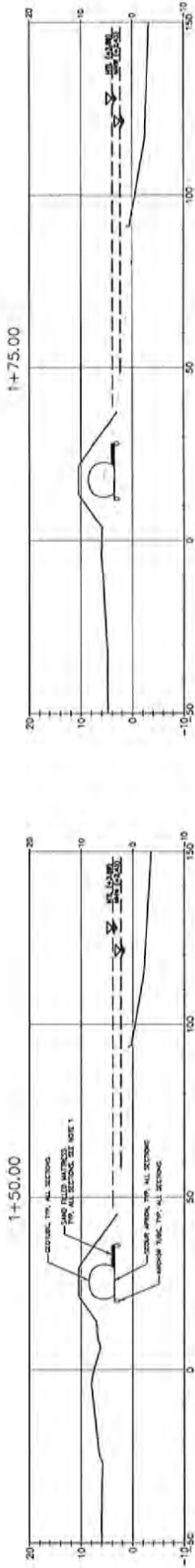
10000 Old County Road  
Suite 200  
Charlotte, NC 28217  
Phone: 704.366.1111  
Fax: 704.366.1112

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF LAND USE PLANNING DESIGN REVIEW DIVISION PROJECT NO. 4293-18 EAST POINT SHORELINE STABILIZATION TWP. OF MAURICE RIVER, COUNTY OF CUMBERLAND CROSS SECTIONS	
DRAWN BY: MJB	DATE: 08/05/18
CHECKED BY: MJB	DATE: 08/05/18
APPROVED BY: MJB	DATE: 08/05/18
PROJECT NO. 4293-18	SHEET 10 OF 18
DWG. NO. E-24-38	

W. Stuart Lewis, P.E.  
Professional Engineer  
No. 123456789

E-10

NAR-2019-00236-95



NOTES

1. SAND FILLED MATTRESS NOT INCLUDED IN BASE BID. SAND FILLED MATTRESS TO BE INSTALLED AS SHOWN. SEE NOTE 1 FOR SAND FILLING AND OPTION 2. STA. 2+45 TO THE SOUTHERN END GEOTUBE TERMINATION ONLY.
2. CROSS-SECTION SHOWN DO NOT REPRESENT A PERPENDICULAR TRANSECT OF THE GEOTUBE AND SAND BERM. THIS MAY RESULT IN DISTORTION OF THE DRAIN CROSS-SECTION.

DATE: 08/06/19	BY: [Signature]
CHECKED: 08/06/19	DATE: 08/06/19
PROJECT NO. 4253-18	SHEET 11 OF 18
PROJECT NAME: EAST POINT SHORELINE STABILIZATION	DATE: 08/06/19
PROJECT LOCATION: TWP. OF MAJOR COUNTY OF CAMBERLAND	DATE: 08/06/19
CROSS SECTIONS	DATE: 08/06/19

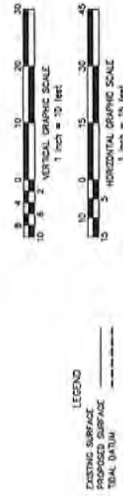
90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

**MidAtlantic**  
**Engineering Partners**

10000 Old York Road, Suite 200  
Baltimore, MD 21206  
Tel: 410-538-1234  
Fax: 410-538-1235  
www.midatlanticeng.com

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4253-18  
EAST POINT SHORELINE STABILIZATION  
TWP. OF MAJOR COUNTY OF CAMBERLAND  
CROSS SECTIONS

NO.	DATE	DESCRIPTION	BY	CHKD
1	08/06/19	DESIGN SUBMISSION	[Signature]	[Signature]

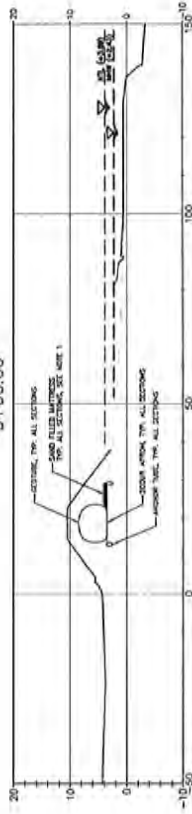


W. Stuart Lewis, P.E.  
Professional Engineer  
No. 123456789

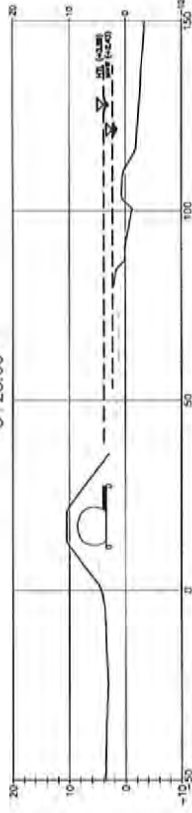
E-11

NA0-2019-00236-45

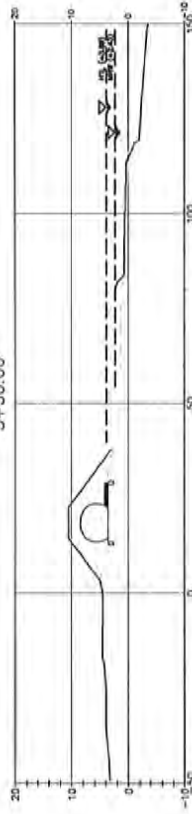
3+00.00



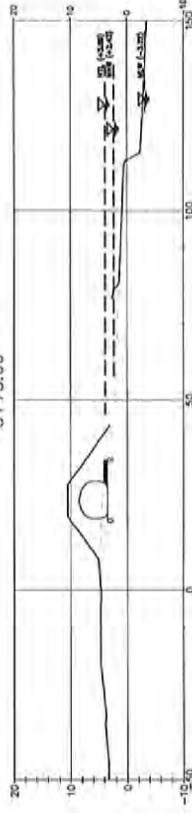
3+25.00



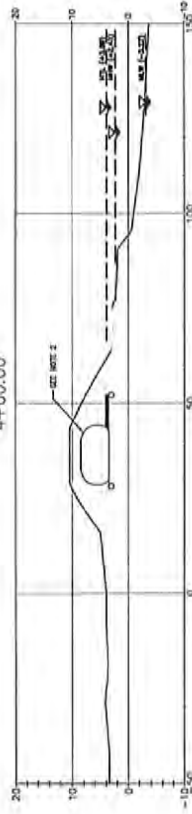
3+50.00



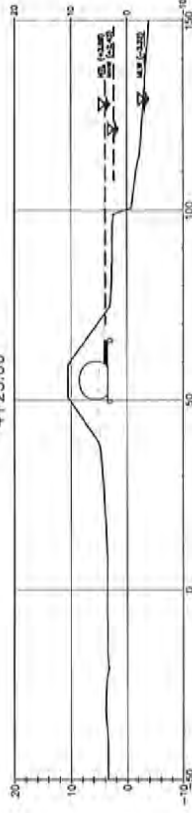
3+75.00



4+00.00



4+25.00



NOTES

1. SAND FILLED MATRESS NOT INCLUDED IN BASE BID. SAND FILLED MATRESS TO BE INSTALLED AS SHOWN IN CROSS-SECTION. SEE SHEET 1 FOR SAND FILL OPTION 2. STA. 3+45 TO THE SOUTHERN END GEOTUBE TERMINATION ONLY.
2. CROSS-SECTION SHOWN DID NOT REPRESENT A PERPENDICULAR TRANSECT OF THE GEOTUBE AND SAND BERM. THIS MAY RESULT IN DISTORTION OF THE DRAIN CROSS-SECTION.

DATE: 08/26/16	BY: [Signature]
CHECKED: [Signature]	DATE: 08/26/16
DESIGNED: [Signature]	DATE: 08/26/16
IN CHARGE: [Signature]	DATE: 08/26/16

90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

**MidAtlantic**  
Engineering Partners

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL ENGINEERING  
NADEP PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION  
TYP. OF MAINTENANCE: CONCRETE  
JANUARY 2016  
JANUARY 2016  
JANUARY 2016

NO.	BY	REVISION	DATE
1	W. STUART LEWIS	ISSUED FOR CONSTRUCTION	08/26/16
2			

DESIGNED BY	DATE	PROJECT NO.	4293-18
CHECKED BY	DATE	SHEET	12 OF 15
DATE	08/26/16		

PROJECT NO.	4293-18
SHEET	12 OF 15
DATE	08/26/16

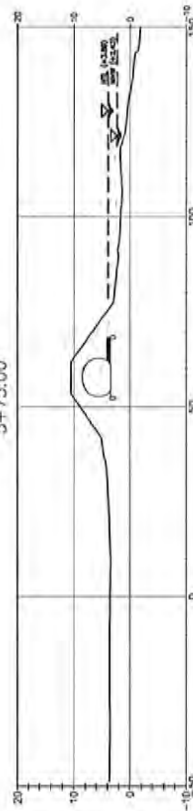
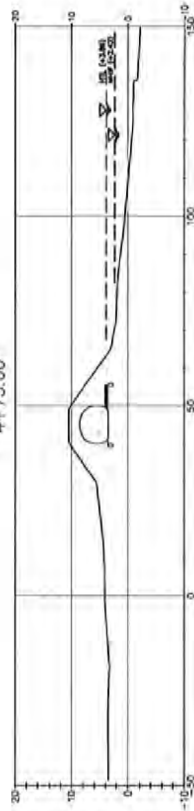


LEGEND  
EXISTING SURFACE  
PROPOSED SURFACE  
TYP. DRAIN

E-12



4 ÷ 75.00



UNIT 5

1. SAND FILLED MATTRESS NOT INCLUDED IN BASE BIO. SAND FILLED MATTRESS TO BE INSTALLED AS SHOWN FOR OPTION 1, STA 0+00 TO STA 5+85 AND OPTION 2, STA. 5+85 TO THE SOUTHERN END DEW/DUNE TERMINATION ONLY.
2. CROSS-SECTION SHOWN DO NOT REPRESENT A PERPENDICULAR TRANSVERSE OF THE GEOTUBE AND SAND BERM. THIS MAY RESULT IN DISTORTION OF THE DRAWN CROSS-SECTION.

**Journal of Interpersonal Violence**

1

Number of

Number

**MidAtlantic  
Engineering Partners**

Journal of Interpersonal Violence 19(7)  
Copyright © 2004 Sage Publications  
10.1177/0886260504264222  
DOI: 10.1177/0886260504264222  
http://jiv.sagepub.com  
hosted at  
http://online.sagepub.com

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

NAJEP PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION  
S. OF MAURICE RIVER, COUNTY OF CUMBERLAND  
CROSS SECTIONS

[illegible]

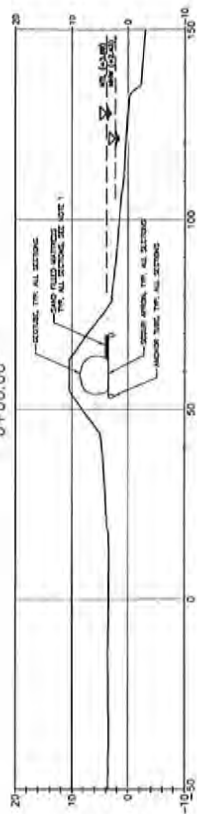
W. Stuart Lewis, P.E.



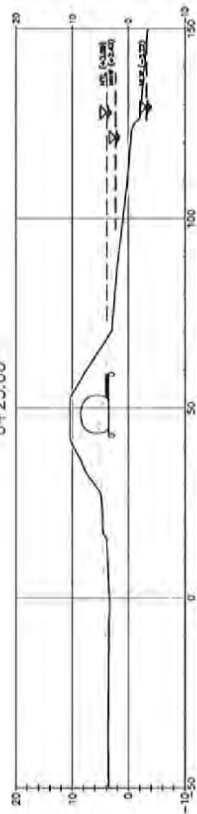
LEGEND  
 — EXISTING SURFACE  
 — PROPOSED SURFACE  
 — TIE-IN DATUM

E-13

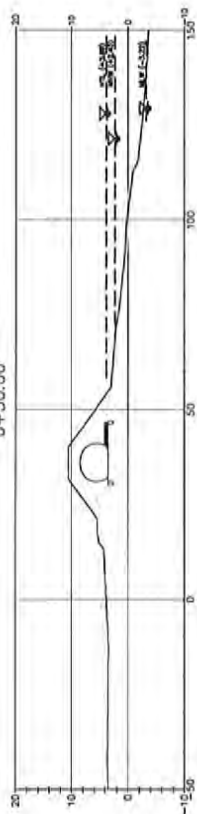
6+00.00



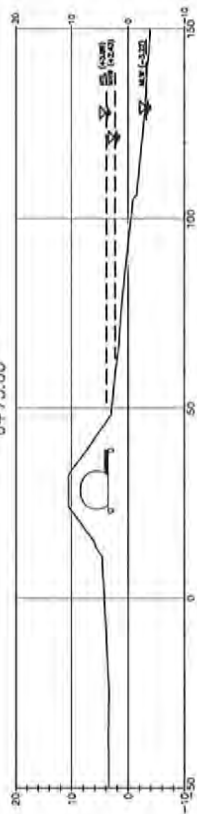
5+25.00



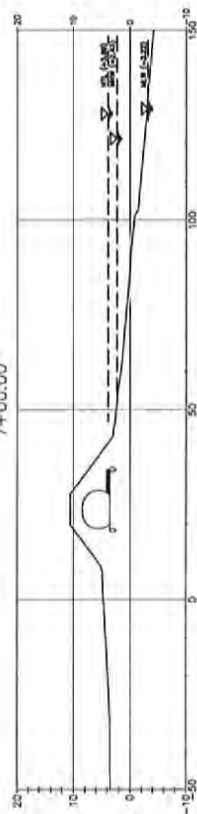
6+50.00



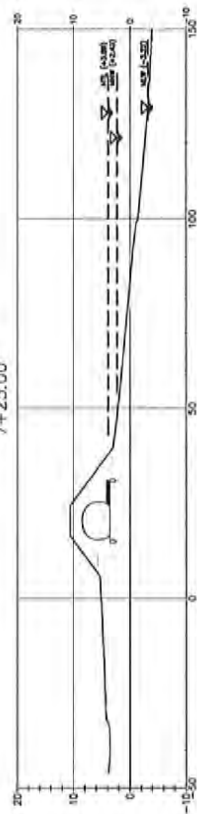
6+75.00



7+00.00



7+25.00



90% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

## 5710

1. SAND FILLED MATRESS NOT INCLUDED IN BASE BID. SAND FILLED MATRESS BEING AS SHOWN AND NOT TO BE INCLUDED IN OPTION 2. STA. 5465 TO THE SOUTHERN END OF CREEK TERMINATION ONLY.
2. CROSS-SECTION SHOWN DO NOT REPRESENT A PERPENDICULAR TRANSECT OF THE DEBUTINE AND SAND BERM. THIS MAY RESULT IN DISTORTION OF THE DRAWN CROSS-SECTION.

[illegible]

LEGEND  
 --- EXISTING SURFACE  
 --- PROPOSED SURFACE  
 --- TOTAL DATUM



W. Stuart Lewis, P.E.

4-14

**MidAtlantic  
Engineering Partners**

Journal of Management Inquiry 24(2) 140-155  
© The Author(s) 2015  
Reprints and permissions: [sagepub.com/journalsPermissions.nav](http://sagepub.com/journalsPermissions.nav)  
DOI: 10.1177/1056492615575000  
jmi.sagepub.com

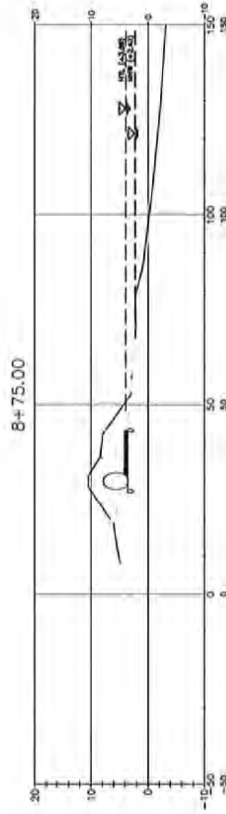
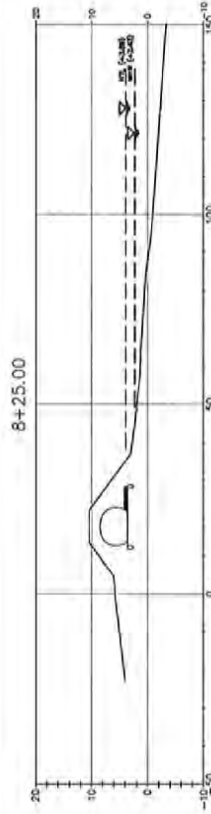
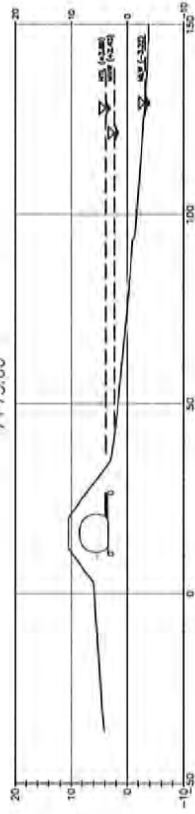
STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

NJDEP PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION  
OF MALRICE RIVER, COUNTY OF CUMBERLAND  
CROSS SECTIONS

	APPROVALS		PROJECT NO.	#293-18
	APPROVED BY	TITLE	DATE	
			SHEET 14 OF 15	

	DWG. NO. E-38-36
--	------------------

7+75.00



## Summary

1. SAND FILLED MATTRESS NOT INCLUDED IN BASE BID. SAND FILLED MATTRESS TO BE INSTALLED AS SHOWN FOR OPTION 1, STA 0+00 TO STA 5+65 AND OPTION 2, STA. 5+65 TO THE SOUTHERN END DEBUTTE TERMINATION ONLY.
2. CROSS-SECTION SHOWN DO NOT REPRESENT A PERPENDICULAR TRANSECT OF THE DEBUTTE AND SAND BERM. THIS MAY RESULT IN DISTORTION OF THE DRAWN CROSS-SECTION.

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523</
--	---	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-------

LEGEND  
EXISTING SURFACE  
PROPOSED SURFACE  
TOTAL DRAIN



*W. H. J.* Date *VIC/18*

W. Stuart Lewis, P.E.  
PROFESSIONAL ENGINEER  
N.Y. Lic. No. 00706999-00000000

51-7

**MidAtlantic  
Engineering Partners**

Journal of Interpersonal Violence 27(12)

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

NADEP PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION  
RIP. OF MAURICE RIVER, COUNTY OF CUMBERLAND  
CONCRETE

DRAWN BY: MJR		APPROVED BY: _____		PROJECT NO. 4233-12	
CHECKED BY: JEM		DATE: _____		SHEET 15 OF 15	
SCALE: 1"=40'		DATE: 08/08/78		DWG. NO. E-24-28	



E-16

# ENCLOSURE 1

NOTIFICATION/CERTIFICATION OF WORK COMMENCEMENT FORM

Permit Number: CENAP-OP-R-2019-00236-95  
Name of Permittee: NJDEP- Division of Coastal Engineering  
Project Name: Stabilize Shoreline of Delaware Bay at 10 Lighthouse Road, Heislerville, Maurice Township, Cumberland County, New Jersey.  
Waterway: Delaware Bay  
County: Cumberland State: New Jersey  
Compensation/Mitigation Work Required: Yes ☐ No ☒

TO: U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building – 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

I have received authorization to: stabilize approximately 1,000.0-linear feet of Delaware Bay shoreline at 10 Lighthouse Road in Heislerville, Maurice Township, Cumberland County, New Jersey, via a one-time permanent discharge of approximately 4,110.0-cubic yards of sand-filled geotubes, mattresses, and berm structures into 1.25-acres of Waters of the United States.

The work will be performed by:

Name of Person or Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have reviewed the approved plans, have read the terms and conditions of the above referenced permit, and shall perform the authorized work in strict accordance with the permit document. The authorized work will begin on or about \_\_\_\_\_ and should be completed on or about \_\_\_\_\_.

Please note that the permitted activity is subject to compliance inspections by the Army Corps of Engineers. If you fail to return this notification form or fail to comply with the terms or conditions of the permit, you are subject to permit suspension, modification, revocation, and/or penalties.

\_\_\_\_\_  
Permittee (Signature and Date)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contractor (Signature and Date)

\_\_\_\_\_  
Telephone Number

NOTE: This form shall be completed/signed and returned to the Philadelphia District Office prior to commencing work.

# ENCLOSURE 2

NOTIFICATION/CERTIFICATION OF WORK COMPLETION/COMPLIANCE FORM

Permit Number: CENAP-OP-R-2019-00236-95  
Name of Permittee: NJDEP – Division of Coastal Engineering  
Name of Contractor: \_\_\_\_\_  
Project Name: Stabilize Shoreline of Delaware Bay at 10 Lighthouse Road,  
Heislerville, Maurice Township, Cumberland County, New Jersey.  
County: Cumberland State: New Jersey  
Waterway: Delaware Bay

Within 10 days of completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

Please note that the permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to return this notification form or fail to perform work in compliance with the permit, you are subject to administrative, civil and/or criminal penalties. Further, the subject permit may be suspended or revoked.

The authorized work was commenced on \_\_\_\_\_.

The authorized work was completed on \_\_\_\_\_.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
Telephone Number:

For project located in areas identified as shellfish habitat, you must include with this form a bill of lading; sales order or any other document(s) demonstrating non-polluting materials were purchased and utilized for your project. I hereby certify that I and/or my contractor have utilized non-polluting materials as defined in the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee

# ENCLOSURE 3



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES  
HISTORIC PRESERVATION OFFICE

MAIL CODE 501-04B

P.O. BOX 420

TRENTON, NJ 08625-0420

TEL: # 609-984-0176 FAX: # 609-984-0578

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

CATHERINE R. McCABE  
*Acting Commissioner*

### ATTACHMENT A

#### ARCHAEOLOGICAL MONITORING PLAN

##### MAURIC RIVER TOWNSHIP, CUMBERLAND COUNTY EAST POINT LIGHTHOUSE

##### INTERIM EMERGENCY SHORELINE RESTORATION PROJECT NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

#### *Overview*

This document sets out procedures to ensure that archaeological monitoring by an archaeologist provided by the New Jersey Department of Environmental Protection is carried out in the most efficient manner during the interim project at the East Point Lighthouse to provide the historic property with protection from additional erosion that may be caused by future storm events occurring prior to the implementation of the planned project by the United States Department of the Army, Corps of Engineers. Archaeological monitoring will enable critical archaeological features or deposits associated with the Maurice River Lighthouse and the East Point Archaeological Historic District, which are both listed in the New Jersey and National Registers of Historic Places, to be identified and appropriately treated within the framework of the construction schedule. This work will be performed for project compliance with Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR §800, the Coastal Area Facilities Review Act (N.J.S.A. 13:19), and the New Jersey Register of Historic Places Act (N.J.S.A. 13:1B-15.128 et seq.) and its related regulations (N.J.A.C. 7:4-7.1[d]).

The scope and purpose of the proposed archaeological monitoring is spelled out in the Memorandum of Understanding between the New Jersey Department of Environmental Protection, Historic Preservation Office, Division of Fish and Wildlife, and the Division of Coastal Engineering. A program of targeted archaeological monitoring is recommended for all ground disturbing phases of construction. Specifically, any proposed excavation associated with the interim East Point Lighthouse Emergency Shoreline Restoration project along the beachface or uplands surrounding the lighthouse.

Under the current work plan, an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology (48 FR 44738-9) will conduct "observational monitoring" during all ground-disturbing phases of construction. In the event



significant archaeological resources are encountered during construction and are deemed to require more intensive documentation than can be accomplished through the "observational monitoring" process, a recommendation may be made for "documentary monitoring." Documentary monitoring will constitute additional work. The distinction between observational and documentary monitoring is spelled out in greater detail below.

The emphasis of archaeological monitoring will be on: documenting the cultural stratigraphy across the site; identifying and examining, if appropriate, remains of historic structures or evidence of Native American occupation; and recovering an adequate sample of artifacts. Contractor trenching and excavation for the above-specified activities will include provision for archaeological inspection of freshly exposed trench walls and selective screening of excavated soils to allow for recovery of artifacts. Archaeological monitoring may entail limited expedited archaeological investigation and documentation of any unexpected significant discoveries that may occur during the course of construction.

#### **Definitions:**

*"Observational Monitoring"* means the rapid recordation of archaeological discoveries made during Contractor operations through visual observation, photography and written notes, the inspection of back dirt piles, and the mapping of discoveries in plan and profile. Short-term cessation of work (as defined below) may be required in order to complete some recordation actions.

*"Documentary Monitoring"* means the detailed archaeological investigation of discoveries while Contractor operations are suspended for up to two days at any particular location. Additional stoppages beyond two days may occur when determined necessary by the Project Manager in consultation with archaeological authorities in accordance with the terms outlined here.

*"Short-term Cessation of Work"* means a period of not more than two hours suitable for observational monitoring.

*"Work Site"* means the place where the Contractor is undertaking the project action.

*"Archaeological Site"* means an individual archaeological resource.

*"Location"* means a distinct area within an archaeological site.

*"Contractor"* means the prime construction firm or any of their subcontractors who may be undertaking work requiring archaeological monitoring.

*"Resident Architect/Engineer"* means the official employed or contracted by the New Jersey Department of Environmental Protection, Division of Coastal Engineering who is present full-time on-site to coordinate Contractor activities.



*"Project Manager"* means the senior official employed or contracted by the New Jersey Department of Environmental Protection, Division of Coastal Engineering having detailed responsibility for the project undertaking, who will likely not be on-site full-time.

*"Archaeological Monitor"* means one or more archaeologist(s) employed by the New Jersey Department of Environmental Protection, Historic Preservation Office who meet the Secretary of the Interior's Professional Qualifications Standards for Archaeology (48 FR 44738-9).

**Contractor Responsibilities:**

The Contractor will:

1. Ensure that the Archaeological Monitor has access to the work site and is provided, where necessary, with assistance in removal of soils and mechanical exposure of archaeological remains.
2. Coordinate with the Resident Architect/Engineer to ensure that the Archaeological Monitor is aware of the project schedule and has adequate notice of operations requiring monitoring.
3. Communicate the requirements and procedures for monitoring to his subcontractors.
4. Maintain a copy of this monitoring plan on site.

**Resident Architect/Engineer Responsibilities:**

The Resident Architect/Engineer or designate will:

1. Be familiar with the requirements of the archaeological monitoring program.
2. Act as a prime point-of-contact between the Contractor, the Project Manager and the Archaeological Monitor.
3. Ensure that the Archaeological Monitor is informed of the Contractor's schedule.
4. Convene meetings as necessary, in consultation with the Project Manager, to determine courses of action when potentially significant archaeological discoveries are made.

**Archaeological Monitor Responsibilities:**

The Archaeological Monitor will:

1. Maintain regular contact with the Resident Architect/Engineer and Contractor.
2. Conform to the Contractor's procedures and schedules on work sites.

3. Seek to work with the Contractor to perform the required archaeological monitoring so as to limit, as far as possible, disruption to the overall construction schedule.
4. Provide adequate staff to complete appropriate recording for short-term cessation of work and for Documentary Monitoring procedures.
5. Comply with Contractor's Health and Safety Plan (HSP).
6. Work within the Contractor's hourly work schedule.

### **Actions Requiring Monitoring:**

Construction activities that will require monitoring shall be any proposed excavation associated with the interim East Point Lighthouse Emergency Shoreline Restoration project along the beachface or uplands surrounding the lighthouse. Specific plans for the implementation of archaeological monitoring shall be developed in consultation among the Contractor, the Resident Architect/Engineer, and the Archaeological Monitor. The need for archaeological monitoring, as outlined above, shall be referenced in all appropriate plans and specifications.

### **PROCEDURES:**

#### **1. Flow of Information:**

The Resident Architect/Engineer, in consultation with the Project Manager, will facilitate a regular exchange of information on the Contractor's work schedule and the requirements for archaeological monitoring. This will be accomplished through meetings between the Contractor, the Archaeological Monitor, and the Resident Architect/Engineer. At these meetings, detailed arrangements will be made to ensure that Archaeological Monitors will be on site when excavation or soil removal is in progress. The Resident Architect/Engineer will provide notice at least three days prior to any start of work to allow for appropriate planning of archaeological monitoring.

#### **2. General Considerations:**

Safety: Archaeological monitoring will be carried out in conformance with the Contractor's Health and Safety Plan (HSP) defined for the work site. Archaeological Monitors will, as appropriate, report to the Contractor's responsible Health and Safety Officer (HSO) prior to monitoring operations.

Training and Briefing: At times to be agreed, the Archaeological Monitor will brief the Contractor's excavation equipment operators to explain the purpose of the monitoring and the methods to be employed.

Night Work: In the event that night work will be performed on this project, the Contractor will supply light plants during night operations. Time constraints on night work are such that a decision to undertake Documentary Monitoring will imply a cessation of the Contractor's work at that location for the remainder of the night working period. Home telephone or cell

phone numbers of the Project Manager or designate and the Archaeological Monitor will be available on the work site.

**Human Remains:** If suspected human remains are located during the Contractor's operations all work must cease in the area immediately and the Resident Architect/Engineer must be contacted. The Resident Architect/Engineer will then contact the following:

- The Project Manager
- The Archaeological Monitor (if not on site at the time of discovery)
- The Detective on Duty, Cumberland County Prosecutor's Office (856-453-0486)

Any remains considered to be the result of homicide or other suspicious circumstances will fall under the jurisdiction of the County Prosecutor's Office.

If any human remains and/or grave-associated artifacts judged to be Native American are encountered, the Corps, the NJSHPO, New Jersey State Archaeologist at the New Jersey State Museum, other consulting parties, and Tribes as appropriate shall consult to develop a treatment plan that is responsive to the ACHP's "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007), the Native American Grave Protection and Repatriation Act, As Amended (PL 101-601, 25 U.S.C. 3001 et seq.) and the U.S. Army Corps of Engineers, Tribal Consultation Policy (October 2013).

If the remains are judged to be historic (i.e., not Native American but not subject to Coroner's or police investigations on account of their age), they will be treated in accordance with the current guidelines for the treatment of human remains of the New Jersey Historic Preservation Office (draft, 1984). This envisages consultation and a disposition agreement between the New Jersey State Museum, the New Jersey Historic Preservation Office, and the Newark Museum, and other entities that these three bodies consider appropriate.

### **3. Observational Monitoring**

Observational monitoring will entail one or more of the following:

#### **A. Non-Intrusive Observations**

Archaeological Monitors will observe the Contractor's excavations and grading operations, inspecting back dirt piles and exposed trench profiles, and taking notes and photographic records, and collecting artifact and soil samples. The main requirement for the Observational Monitoring work is for inspection of soil profiles in the sides of excavations. Excavation trench areas may be entered for rapid inspection of exposed soils, features or artifacts without interference with the Contractor's work (e.g., during work breaks).

#### **B. Short-Duration Work Stoppages**

On the basis of observations, the Archaeological Monitor may request the Project Manager or designate for a short-term cessation of work at a particular location in order to record information in more detail, or to more thoroughly evaluate exposed material. The Archaeological Monitor may direct the Contractor's foreman in the use of machinery on a limited basis to assist in the exposure of particular material of archaeological importance. This assistance will comprise work which would otherwise be done without archaeological involvement, but where archaeological direction can ensure that significant material is not disturbed.

"Short-term cessation of work" is defined as a period of not more than two hours. Stoppages in excess of two hours will fall under Documentary Monitoring, and require authorization as set out below.

Day-to-day decision making during Observational Monitoring will be made by the Resident Architect/Engineer, the Contractor and the Archaeological Monitor, with the final decision resting with the Project Manager or designate if there is a difference of opinion between the parties. More extended consultation will be undertaken for Documentary Monitoring episodes (see below).

#### **4. Documentary Monitoring**

##### **A. Decision-Making Process**

If the Archaeological Monitor on site judges that there are archaeological resources at the work location, and that these cannot be adequately evaluated and recorded through Observational Monitoring (up to and including a two-hour cessation of work), he/she will inform the Contractor and the Resident Architect/Engineer immediately, and in any case within the two-hour cessation period if implemented. The Architect/Resident Engineer or other specified New Jersey Department of Environmental Protection, Division of Coastal Engineering point-of-contact will contact the Project Manager and convene a site meeting or conference phone call to determine whether Documentary Monitoring is appropriate, the final decision resting with the United States Department of the Army, Corps of Engineers/New Jersey Department of Environmental Protection, Division of Coastal Engineering, after consultation with the archaeologist for the project.

##### **B. Procedures**

For the duration of the Documentary Monitoring the defined portion of the archaeological site will be under the control of the Archaeological Monitor, who will be free to operate, within the terms of the agreement, at that location. The Archaeological Monitor will conform to the contractor's HSP provisions which apply at the project site and will work under the direction of the Contractor's HSO. For example, the Archaeological Monitor will not enter deep trenches or unstable excavation areas unless they are adequately shored or benched to the satisfaction of the Contractor's HSO. It is recommended that someone be present on site (on the Contractor's staff) that is competent in benching and shoring and has Excavation and Trenching Certification. The Archaeological Monitor will inform the Contractor and Resident Architect/Engineer as soon as Documentary Monitoring is complete.



## **5. Procedures for Unanticipated Discovery by the Contractor**

If for some reason the Archaeological Monitor is not present when excavating operations encounter prehistoric or structural remains, or artifacts of historical or archaeological significance, operations will be temporarily discontinued for a period of not more than two hours under the provisions of the "Short-Term Cessation of Work". The Architect/Resident Engineer will be contacted immediately and a determination will be made by the Project Manager, in consultation with the Resident Engineer and the Archaeological Monitor before making a decision as to the need for Observational or Documentary Monitoring.

## **6. Guidelines for Assessing Whether "Historically or Archaeologically Significant" Items Have Been Encountered**

The following items may be encountered and should be regarded as potentially significant (this is not an all-inclusive list):

- Pipes, drains or sewers of brick, stone or wood (historic drainage systems);
- Foundations or structures of brick, stone or wood (such as early houses or outbuilding structures);
- Concentrations of historic-period artifacts (ceramics, glass, building material, bone). Particular attention should be paid to bone concentrations in case they represent human remains;
- Concentrations of charcoal or building materials (occupation or historic fill episodes);
- Strikingly unusual colors or textures of soil (occupation sites or industrial activity);
- Native American Artifacts (arrowheads, spearpoints, pottery, bone). Particular attention should be paid to bone concentrations in case they represent human remains.

All archaeological materials and artifacts remain the property of the State of New Jersey. Final deposition will be evaluated, in consultation with the New Jersey State Museum. All artifacts from New Jersey and National Registers of Historic Places-eligible archaeological sites will be analyzed, catalogued, and curated in accordance with the National Park Service Standards, codified as 36 CFR Part 79.

## **7. Curation of artifacts and project archive**

Artifacts will be curated in accordance with 36 CFR Part 79, Curation of Federally Owned and Administered Archaeological Collections. The project archive will contain the following:

- A copy of the project design;
- All daily logs;
- All progress reports;
- All discovery reports;
- All relevant mapping and photography;
- All correspondence relating to the archaeological monitoring;
- Any other site notebooks or diaries;
- A catalogue of all artifacts and ecofacts;
- Final monitoring report; and,
- All other registers, catalogues or listings, pertaining to the monitoring work.

## **POINTS OF CONTACT**

### **Contractor:**

XXXXX

### **New Jersey Department of Environmental Protection, Division of Coastal Engineering:**

Project Manager: XXXXX

Resident Architect/Engineer: XXXXX

### **Archaeological Monitor:**

#### **New Jersey Department of Environmental Protection, Historic Preservation Office**

Monitor #1: Jesse West-Rosenthal (609-984-6019); cell phone XXX-XXX-XXXX

Monitor #2: Vincent Maresca (609-633-2395); cell phone XXX-XXX-XXXX

Project Manager: Kate Marcopul (609-984-5816); cell phone XXX-XXX-XXXX

## Archaeological Avoidance Area



Payroll Certification for Public Works Projects  
for Contractor and Subcontractor’s Weekly and Final Certification

Diane B. Allen Equal Pay Act Form

Name of <input type="checkbox"/> Contractor or <input type="checkbox"/> Subcontractor			Business Address		Project Name	
Payroll No.			Date Wages Due & Paid		Contract I.D. or Project I.D.	
Week Ending Date			Project Location		Contractor Registration #	
or <input type="checkbox"/> Final Certification						

**SUBMIT** form by  
email: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov)

**IMPORTANT:** For purposes of law, you must *also* submit this form to the appropriate public body or lessor.

1.  Employee Name and Address	2. Work		3. Demographics			Straight Time or Overtime	4. Day and Date							5.  Total Hours	6.  Hourly Rate of Pay	7.		8.						9.  Net Wages Paid for Week	10.  Total Fringe Benefit Cost/Hour	
	Job Title  <i>e.g., apprentice, journeyman, foreman</i>	Work Classification/ Occupational Category  <i>e.g., carpenter, mason, plumber</i>	Sex  <i>M=Male F=Female X=Non-Binary</i>	Race  <i>See Key</i>	Ethnicity  <i>H= Hispanic N= Non-Hispanic</i>		SU	MO	TU	WE	TH	FR	SA			Gross Amt. Earned		Deductions								
							mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd			This Project	This Week	FICA	Withholding Tax							Total Deductions
							Hours worked each day																			
						S																				
						O																				
						S																				
						O																				
						S																				
						O																				
						S																				
						O																				
						S																				
						O																				
						S																				
						O																				
						S																				
						O																				
						S																				
						O																				
						S																				
						O																				

**KEY** **W**= White; **B**= Black or African American;  
**A**= Asian; **N**= American Indian or Native Alaskan;  
**I** = Native Hawaiian or Pacific Islander; **M**= 2 or More



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state and certify:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_;  
(Contractor or Subcontractor) (Project Name and Location)

that during the payroll period beginning on \_\_\_\_\_, and ending on \_\_\_\_\_,  
(Date) (Date)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full weekly wages earned by any  
(Contractor or Subcontractor)

person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:60 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et seq.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered with the United States Department of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) FRINGE BENEFITS

EXCEPTIONS (CRAFT)

REMARKS

PLEASE SPECIFY THE TYPE OF BENEFIT PROVIDED AND NOTE THE TOTAL COST PER HOUR IN BLOCK 10 ON PAGE 1 OF THIS FORM\*

☐ Medical or hospital coverage

☐ Dental coverage

☐ Pension or Retirement

☐ Vacation, Holidays

☐ Sick days

☐ Life Insurance

☐ Other (Explain) \_\_\_\_\_

\* TO CALCULATE THE COST PER HOUR, DIVIDE 2,000 HOURS INTO THE BENEFIT COST PER YEAR PER EMPLOYEE.

(5) N.J.S.A. 12:60-2.1 and 5.1 – The Public Works employers shall submit to the public body or lessor a certified payroll record each pay period within 10 days of the payment of wages.

NAME

TITLE

SIGNATURE

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. N.J.S.A. 34:11- 56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL ENGINEERING  
CODE OF ETHICS FOR VENDORS**

**Introduction**

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

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

This Code of Ethics shall be attached to every contract and agreement to which the NJDEP-DCE is a party. It shall be distributed to all parties who presently do business with the NJDEP-DCE and, to the extent feasible, to all those parties anticipating doing business with the NJDEP-DCE.

**NJDEP Code of Ethics for Vendors**

1. No vendor\* shall employ and NJDEP officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDEP officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDEP officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or

her official duties. In addition, officers or employees of the NJDEP will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item, which could be construed as having more than nominal value.

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

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

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

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

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

---

Phil Murphy  
Governor

Sheila Y. Oliver  
Lt. Governor

Catherine R. McCabe  
Commissioner



January 2019

# APPENDIX A



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: \_\_\_\_\_ VENDOR {BIDDER}: \_\_\_\_\_

**PART 1**

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

**PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

- |   | YES | NO |
|---|-----|----|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor {Bidder}?  |     |    |
| <p style="text-align: center;"><b>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.</b><br/><b>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.</b></p> |     |    |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?  |     |    |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties <b>corporations, partnerships, or limited liability companies</b> ?                           |     |    |
| 4. If your answer to Question 3 is "YES", are there any parties owning a <b>10% or greater</b> interest in the corporation, partnership, or limited liability company referenced in Question 3?     |     |    |

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

**PART 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".**

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

**INDIVIDUALS**

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

**Attach Additional Sheets If Necessary.**

**PART 2 continued**

**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

***Attach Additional Sheets If Necessary.***

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature (Do not enter vendor ID as a signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
FEIN/SSN



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR {BIDDER} FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

**PART 1**

**PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR {BIDDER} BELOW.  
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.**

**OFFICERS/DIRECTORS**

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

***Attach Additional Sheets If Necessary.***

**PART 2**

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".  
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON  
YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.**

**YES NO**

- Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
- Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
- Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
- Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?

**IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.**

**PART 3**  
**PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

<b>PERSON OR ENTITY NAME</b> _____	
<b>CONTACT NAME</b> _____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b> _____	
<b>INCEPTION OF THE INVESTIGATION</b> _____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b> _____	
_____	
_____	
_____	

<b>PERSON OR ENTITY NAME</b> _____	
<b>CONTACT NAME</b> _____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b> _____	
<b>INCEPTION OF THE INVESTIGATION</b> _____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b> _____	
_____	
_____	
_____	

<b>PERSON OR ENTITY NAME</b> _____	
<b>CONTACT NAME</b> _____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b> _____	
<b>INCEPTION OF THE INVESTIGATION</b> _____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b> _____	
_____	
_____	
_____	

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged 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>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

**OR** A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

B. I am unable to certify as above because the Vendor/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 information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**SOURCE DISCLOSURE FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

**PART 2**

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

## STATEMENT OF JOINT VENTURE

STATE OF NEW JERSEY }  
COUNTY OF } SS:

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

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

2. The following named Contractors:

(a) \_\_\_\_\_  
☐ Individual ☐ Partnership ☐ Corporation

(b) \_\_\_\_\_  
☐ Individual ☐ Partnership ☐ Corporation

(c) \_\_\_\_\_  
☐ Individual ☐ Partnership ☐ Corporation

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

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

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

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

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

STATEMENT OF JOINT VENTURE (Continued)

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

The Name of the JOINT VENTURE is:

Bid received on \_\_\_\_\_  
(Date)

Subscribed and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2\_\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)  
by: \_\_\_\_\_  
(Signature of representative)  
\_\_\_\_\_  
(Name of Representative)

Subscribed and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2\_\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)  
by: \_\_\_\_\_  
(Signature of representative)  
\_\_\_\_\_  
(Name of Representative)

Subscribed and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2\_\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)  
by: \_\_\_\_\_  
(Signature of representative)  
\_\_\_\_\_  
(Name of Representative)

**TO BE EXECUTED BY EACH JOINT VENTURER**

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

(a) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

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

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

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

(b) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

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

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

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

(c) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

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

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

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

Proposal

(STD.)

**CONTRACTOR'S QUALIFICATION AFFIDAVIT**

This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A 52:35 et seq. and any amendments thereto; and that the said Bidder has no contracts in force that will affect the completion of the contract on which bid is submitted in full accordance with plans and specifications.

\_\_\_\_\_ L.S.

Sworn and Subscribed  
before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

at \_\_\_\_\_

\_\_\_\_\_

Notary Public

Proposal (STD.)

It is understood that the bidding and award of contract will be based on Sections 1:00 and 100 of these specifications.

Accompanying this proposal is a:

☐ Certified check in the sum of \$ \_\_\_\_\_

☐ Bid Bond in the amount of \$ \_\_\_\_\_

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

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

Under the laws of the State of \_\_\_\_\_

The undersigned is a ☐ partnership  
☐ corporation  
☐ individual

Having its principal office at \_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

By \_\_\_\_\_

(SEAL)  
ATTEST

\_\_\_\_\_

# (FIRM NAME) on Company Letterhead

## CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that \_\_\_\_\_, and \_\_\_\_\_ (**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 #**) \_\_\_\_\_.

I, \_\_\_\_\_, Secretary of a Corporation of \_\_\_\_\_ (**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 \_\_\_\_\_ (**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: \_\_\_\_\_

\_\_\_\_\_  
Signature, Corp. Secretary

\_\_\_\_\_  
Print Name, Corp. Secretary

**AFFIX CORPORATE SEAL**



## **APPENDIX F**

### **PROVISIONS FOR FEDERALLY FUNDED PROJECTS**

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

The Division of Coastal Engineering, herein referred to as “Department”, shall ensure that all Contractors entering into a construction contract that is federally/partially-federally funded with the Department complies with all terms and conditions of the provisions stated in Appendix F. All Contractors should be aware that these provisions also apply to all potential Sub-Contractors and it will be the responsibility of the Contractor to ensure any Sub-Contract they may enter include these provisions.

**I. Required Certification**

The Contractor shall include the following certification, signed by an official who is authorized to legally bind the Contractor, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this Contract via the Contractor Payment Affidavit. The Contractor Payment Affidavit shall include the following language:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract which utilizes Federal funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

**II. Requirement for Data Universal Numbering System (DUNS) number**

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a sub-award from the Department unless the entity has provided its DUNS Number to the Department.

**III. Federal Funding Accountability and Transparency Act Reporting**

A. The Contractor shall report the names and total compensation of each of the Contractor’s five most highly compensated executives for the Contractor’s preceding completed fiscal year, if:

1. In the Contractor’s preceding fiscal year, the Contractor received:

- i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

B. Such reporting shall be made, to the Department, upon the Contractor's execution of this Contract.

C. Definitions applicable to this reporting requirement can be found in Appendix A of 2 CFR Part 170.

**IV. Debarment and Suspension**

A. The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Contractor enters into a covered transaction at the next lowest tier.

B. The Contractor acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this Contract, or pursuit of legal remedies, including suspension and debarment.

**V. Restrictions on Lobbying**

- A. The Contractor agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Contractor and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Contractor and all lower tier subrecipients shall certify and disclose accordingly:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Contractors and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

**VI. Equal Employment Opportunity**

This agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

- A. During the performance of this agreement, the Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to a subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **VII. Federal Labor Standards**

To the extent applicable, the Contractor shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Contractor and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov.dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Contractor hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and its

subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**VIII. Rights to Inventions**

If the State award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**IX. Environmental Regulatory Compliance**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**X. Procurement of Recovered Materials**

Any Contractor that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XI. Buy American Act**

The Contractor shall comply with the provisions of the Buy American Act under 41 U.S.C. §§ 8301-8305; 48 C.F.R. Part 25 which requires the Contractor to buy domestic “articles, materials, and property” when they are acquired for public use unless a specific exemption applies.

**XII. Disadvantaged Business Enterprise (DBE)**

Disadvantaged Business Enterprise (DBE) goals will be set in accordance with guidelines or standards established by the funding source. DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

To this extent, an MBE and WBE are defined below:

Minority Business Enterprise (MBE). An MBE is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11652 designates the following:

- a. Black American (with origins from Africa);

- b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America);
- c. Native American (American Indian, Eskimo, Aleut, or native Hawaiian); Historic Preservation Fund Grants Manual Chapter 17 Procurement Standards June 2007 Release 17-3
- d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or
- e. Other groups whose members are U. S. citizens and are found to be disadvantaged by the Small Business Administration pursuant to section 8(d) of the Small Business Act as amended (15 U.S.C. 637(d)), or the Secretary of Commerce.

Women's Business Enterprise (WBE). A WBE is a business concern that is, a. at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, b. whose daily business operations are managed and directed by one or more of the women owners. Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

Grantees are encouraged to procure goods and services from labor surplus areas.

### **XIII. Additional Provisions**

N/A

**RECEIPT OF ACKNOWLEDGEMENT**

\*Please complete this form and return to NJDEP Division of Coastal Engineering at time of bid\*

The Contractor has read and understands all the terms and conditions of the provisions stated within Appendix F and shall adhere to them to perform work on NJDEP Project No. \_\_\_\_\_.  
The Contractor is also obligated under these provisions to ensure that any Sub-Contractors they may enter into an agreement with shall be fully aware of these provisions and should include this Appendix as an attachment to their Sub-Contract.

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THESE PROVISIONS**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Print Name of Contractor**

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

**4293-18  
Proposal (1)**

P R O P O S A L

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION

Department of Environmental Protection  
Engineering and Construction  
Division of Coastal Engineering  
1510 Hooper Avenue  
Toms River, New Jersey 08753

July 18, 2019

---

Contractor's Name  
(Print or Type)

---

Address

---

City/State/Zip

Dear Sir/Madam:

In accordance with your advertisement of July 18, 2019, inviting proposals for the East Point Shoreline Stabilization Project, in the Township of Maurice River, Cumberland County, New Jersey under Project No. 4293-18 and subject to the conditions and requirements thereof, and to your Specifications dated July, 2019, as they relate to this proposal are made a part of it, I (or we) will provide all necessary construction materials, labor, supplies and facilities, and perform all the work called for by the said Specifications, in the manner described therein and in accordance with the requirements of the Project Manager/Engineer and the Inspectors under him or her, for the consideration of the bid specified and outlined as follows:

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

**I. AFFIRMATIVE ACTION**

That an affirmative action program of equal opportunity, in support of P.L. 1945, c 169, the New Jersey "Law Against Discrimination" as supplemented and amended, as well as in accordance with Executive Order No. 11246 promulgated by the President of the United States, September 24, 1965 and Executive Order No. 11625, promulgated by the President of the United States, October 13, 1971, has been adopted by this organization to ensure that applicants are employed, employees are treated without regard to their race, creed, color, national origin, sex or age, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, sex or age. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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



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

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

That the bidder warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the bidder. (N.J.S.A.52:34-15).

**IV. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)**

There are no DBE goals associated with this project, however the Contractor shall refer to Section 1:16 for more information on Contracting with Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Firms. Please see Appendix F for Definitions of DBE, MBE, and WBE's.

**V. DEBARMENT**

That the bidder and principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, 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.

**4293-18**  
**Proposal (4)**

**V. DEBARMENT (CONT)**

Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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

**VI. FORMS**

The bidder shall submit the attached forms within Appendix A. For all other submittals due at the time of bid please reference the complete Bid Checklist provided herein.

**BIDDING SCHEDULE**

**BASE BID ITEMS**

**ITEM NO. 1 – BASE BID – GENERAL WORK:**

The completion of all general work as specified in  
Section 11:01, as shown on the project plans for the  
lump sum of ..... \$ \_\_\_\_\_

**ITEM NO. 2 – BASE BID – GEOTUBE REVETMENT:**

Construction of 570.00 linear feet (L.F.) of  
Geotube Revetment, complete, in place, as specified at  
section 11:02 complete in place, as shown on the project plans at  
a unit price of \$\_\_\_\_\_ per LF or .....\$ \_\_\_\_\_

**ITEM NO. 3 – BASE BID – DEMOLISH AND RELOCATE BROKEN  
CONCRETE:**

Construction of 1.00 lump sum (LS) of  
Demolish and Relocate Concrete Rubble,  
as specified at Section 11:03, as shown on the project  
a unit price of \$\_\_\_\_\_ per LS or .....\$ \_\_\_\_\_

**ITEM NO. 4 – BASE BID – IMPORTED BEACH SAND:**

Construction of 3,700.00 tons (TON) of  
Imported Beach Sand, complete, in place, as specified at  
section 11:04 complete in place, as shown on the project plans at  
a unit price of \$\_\_\_\_\_ per TON or .....\$ \_\_\_\_\_

**ITEM NO. 5 – BASE BID – SURVEYING:**

The completion of all general work as specified in  
Section 11:05, as shown on the project plans for the  
lump sum of ..... \$ \_\_\_\_\_

**ITEM NO. 6 – BASE BID – STRUCTURE MONITORING:**

The completion of all general work as specified in  
Section 11:06, as shown on the project plans for the  
lump sum of ..... \$ \_\_\_\_\_

**4293-18**  
**Proposal (6)**

**OPTION "1" ITEMS**

**ITEM NO. 1.1 – OPTION "1" – SAND FILLED MATTRESS:**

Construction of 570.00 linear feet (L.F.) of  
Sand Filled Mattress, complete, in place, as specified at  
section 11:07 complete in place, as shown on the project plans at  
a unit price of \$\_\_\_\_\_ per LF or .....\$\_\_\_\_\_

**OPTION "2" ITEMS**

**ITEM NO. 2.1 – OPTION "2" – GEOTUBE REVETMENT:**

Construction of 340.00 linear feet (L.F.) of  
Geotube Revetment, complete, in place, as specified at  
section 11:08 complete in place, as shown on the project plans at  
a unit price of \$\_\_\_\_\_ per LF or .....\$\_\_\_\_\_

**ITEM NO. 2.2 – OPTION "2" – IMPORTED BEACH SAND:**

Construction of 1,960.00 tons (TON) of  
Imported Beach Sand, complete, in place, as specified at  
section 11:08 complete in place, as shown on the project plans at  
a unit price of \$\_\_\_\_\_ per TON or .....\$\_\_\_\_\_

**ITEM NO. 2.3 – OPTION "2" – SURVEYING:**

The completion of all general work as specified in  
Section 11:08, as shown on the project plans for the  
lump sum of ..... \$\_\_\_\_\_

**ITEM NO. 2.4 – OPTION "2" – SAND FILLED MATTRESS:**

Construction of 340.00 linear feet (L.F.) of  
Sand Filled Mattress, complete, in place, as specified at  
section 11:08 complete in place, as shown on the project plans at  
a unit price of \$\_\_\_\_\_ per LF or .....\$\_\_\_\_\_

**4293-18**  
**Proposal (7)**

**TOTAL AMOUNT OF BASE BID. . . . .** \$ \_\_\_\_\_  
(Items 1, 2, 3, 4, 5, and 6)

**TOTAL AMOUNT OF OPTION "1" ITEMS . . . . .** \$ \_\_\_\_\_  
(Item 1.1)

**TOTAL AMOUNT OF OPTION "2" ITEMS . . . . .** \$ \_\_\_\_\_  
(Items 2.1, 2.2, 2.3, and 2.4)

**AMOUNT OF CERTIFIED CHECK OR BID BOND . . . .** \$ \_\_\_\_\_  
(Minimum of 10% of total amount of bid)

**NOTE:** The Department will evaluate bids for award solely based on the lowest qualified base bid. Base Bid shall include Item Nos. 1, 2, 3, 4, 5, and 6. See Section 1:05 for additional information regarding the evaluation of the bid and see Section 1:06 for additional information regarding evaluation of the bid options.

**4293-18**  
**Proposal (8)**

**BIDDER'S CERTIFICATION**

The person signing this Proposal (hereinafter "I") hereby certifies that I have the full authority to execute this proposal on behalf of the bidder named on page one of this proposal. In executing this proposal, I hereby declare that the bidder has carefully examined the Advertisement, Specifications, Plans, Proposal and all other contract documents required for the construction of the project named above.

I hereby acknowledge that, as the signatory below, the bidder understands that work under this project will not commence until a contract, executed by the Commissioner of the Department of Environmental Protection, is in possession of the bidder and that this may be as long as 90 days after bids have been received.

I hereby certify that I have full authority to execute this proposal on behalf of the bidder named on page one of this proposal. In executing this proposal, I hereby declare that the bidder has carefully examined the advertisement, specifications, plans, proposal, and all other contract documents required for the construction of the project named above.

By submitting this bid, the bidder certifies and represents that its bid, updated financial statement(s), certifications as to business registration/representative, public works contractor registration/representative, and proposal bond have been signed by an authorized representative of the bidder.

---

Signature of Contractor

---

Federal I.D. Number

---

Title

---

Telephone Number