

NEW JERSEY

Standard Form  
Contract & Bond  
General Requirements  
Bidding Sheets  
and

**SPECIAL PROVISIONS FOR THE BULKHEAD INSTALLATION  
AT FUTURE CARTERET FERRY TERMINAL AT ARTHUR KILL,  
IN THE BOROUGH OF CARTERET  
MIDDLESEX COUNTY, NEW JERSEY**

Bid Date: May 20, 2022

Borough Council  
Borough of Carteret

Daniel J. Reiman  
Mayor

John P. DuPont, P.E., CME, P.P.  
Director of Engineering  
P.E. License No. 38617

Carmela Pogorzelski  
Borough Clerk


Prepared By:



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Matthew J. Wagner, P.E.  
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Middletown, NJ 07748



  
This item has been electronically signed  
and sealed by Matthew Wagner using a  
Digital Signature and date. Printed copies  
of this document are not considered signed  
and sealed and the signature must be  
verified on any electronic copies.

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**NOTICE TO BIDDERS**  
**Resolution #22-81**

**A NOTICE IS HEREBY GIVEN** that sealed Bid Packets will be received by the Borough of Carteret, of Middlesex County, State of New Jersey on May 20, 2022, at 10:00 am prevailing time at Borough Hall, 61 Cooke Avenue, Carteret, New Jersey 07008 at which time and place the Bid Packets will be publicly unsealed and its contents announced in public for the **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill, Block 304 Lots 2.01 and 2.02.**

The scope of Work contemplated for the above named Project includes installation of permanent steel sheet piles, steel cap, as well as all other Work of any type or description necessary for contemplation of the Project, whether or not specifically described in these Contract Documents. All work on this Contract shall be completed within Ninety (90) Calendar Days from Notice to Proceed.

The provided Bid Packet must be completed in the manner designated in the Contract Documents, must be enclosed in a sealed envelope bearing the name and address of the Bidder and the name of the Project on the outside and must be addressed to Carmela Pogorzelski (pogorzelskic@carteret.net), Borough Clerk. Also, Bid Packets must be accompanied by a Statement of Consent of Surety from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and either a Proposal Bond or a Certified Check drawn to the order of the "Borough of Carteret" for not less than ten percent (10%) of the total bid price amount, except that the check shall not exceed \$ 20,000.00. The successful Bidder is hereby notified that a Performance and Payment Bonds for the full amount of this Project is required.

The successful Bidder shall be required to comply with the applicable statutory requirements of the Contract Documents and Plans which include all of the following: (i) *N.J.A.C. 17:27*; (ii) *N.J.S.A. 10:5-31 et seq.*; (iii) *Business Registrations (N.J.S.A. 52:32-44)*; (iv) *Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.)*; (v) *Public Work Contractor Registration (N.J.S.A. 34:11-56.48)*; and (vi) *Affirmative Action Requirements (N.J.S.A. 10:5-1, et seq.)*; and any other legal requirements applicable to this Project.

The Borough of Carteret intends to award this Project to the lowest Bidder whose Bid Packet is responsive and complies with its requirements for the Project, provided that in the judgment of the Borough of Carteret is reasonable, within available funds and in the interest of the Borough of Carteret. The Borough of Carteret reserves the right to reject any and all Bid Packets to the extent permitted by law. An award will be made, or Bid Packets will be rejected within sixty (60) Calendar Days after the opening of the Bid Packets, during which time the Bid Packets shall be irrevocable and unavailable to withdraw by Bidders, unless otherwise extended in the Contract Documents.

The contract shall not be approved until a favorable eligibility determination has been made by the New Jersey Department of Transportation.

**By Order of the Borough of Carteret**

# **SPECIAL PROVISIONS**

## **FOR STATE AID PROJECTS**

### **BULKHEAD INSTALLATION AT FUTURE CARTERET FERRY TERMINAL AT ARTHUR KILL, IN THE BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY**

**State Job No. 6601315**

#### **AUTHORIZATION OF CONTRACT**

The Contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

#### **SPECIFICATIONS TO BE USED**

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to 36 inclusive.

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

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 website at [https://www.nj.gov/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.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.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency 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. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

#### **GENERAL**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

The following information is located at the end of these Special Provisions:

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. Payroll Requirements for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. Americans with Disabilities Act Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

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

- Freehold Soil Conservation District Certification
- NJDEP Permit Approvals
- US Army Corps of Engineers Approval



## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14, and 108.15; except as indicated below.

Do not expend or cause to be expended any sum in excess of the amount allocated in the current fiscal year's Capital Program (as specified below). The Department will notify the Contractor when additional funding has been appropriated. Any expenditure by the Contractor which exceeds the amount appropriated is at the Contractor's risk and the Contractor waives its right to recover costs in excess of that appropriated amount.

#### 101.03 TERMS

THE FOLLOWING TERM IS ADDED:

**Full Traffic Access.** All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

**Federal Aid Project.** Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

**Federal Aid Project Attachments.** Attachments to the Contract Special Provision document, used for Federal Aid Projects.

ADD THE FOLLOWING TERM:

**Wholly State Funded Project:** Any agreement, contract or modification thereof between local public agencies and a person for construction work which is paid for in whole or in part with funds obtained from the State government or borrowed on the credit of the State government pursuant to any program involving a grant agreement, contract, loan, insurance or guarantee. This term excludes any agreement, contract or modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

REVISE THE FOLLOWING TERM:

**actual cost:** The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

THE FOLLOWING TERMS ARE CHANGED AND ADDED TO:

It is the intent of these amendments to the Terms to change all references to the State of New Jersey (and various Departments and offices thereof) to the Borough of Carteret, and offices with the Borough where context or jurisdiction dictates otherwise.

Whenever in these Contract Documents the following defined terms in place of them are used, their intent and meaning shall be as follows:

**Bid Packet.** The forms which shall be reviewed, completed and submitted by the Bidder.

**Bid Proposal.** The form on which the Bidder will submit its bid prices for the Work contemplated.

**Bid Proposal Quantity.** The quantity indicated in the Bid Proposal less the quantities designated in the project plans as “if and where directed.”

**Business Day.** Any day of the year exclusive of Saturdays, Sundays, and Legal Holidays.

**Calendar Day.** Any day of the year including weekdays, Saturdays, Sundays, and Legal Holidays.

**Clarification.** Written interpretation issued by the Engineer.

**Clerk.** The Clerk of the governing body, if the Owner is a County or Municipality.

**Contract Documents.** The Notice to Bidders, the public advertisement, the Introduction, the Bid Packet Procedures, the Bid Packet Forms, the Contract Procedures, the Contract Forms, the Work Procedures, the Approved Submittals, Special Provisions, Specifications, Plans, Standard and Supplementary Specifications, Change Orders, Addenda and Clarifications.

**Differing Site Conditions.** Physical conditions at the Site that are subsurface or otherwise concealed and which differ materially from those indicated in the Contract Documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provide for in the Contract.

**Engineer.** The professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the Work covered by the term “Engineer” refer to an engineering company or an individual engineer and their authorized representatives.

**Final Completion.** The date as certified by the Engineer when (i) the Contractor has completed the construction of the Project and all punch list items in a neat and workmanlike manner; (ii) the Contractor has fulfilled and satisfied all obligations to the Owner and the Project in accordance with the Contract Documents; (iii) the Owner has accepted all Work performed by the Contractor; and (iv) final payment to the Contractor is due.

**Inspector.** An authorized representative of the Engineer assigned, under the supervision of the Engineer, to the inspection of the Work.

**Material Change.** A character change which increases or decreases the Contractor’s cost of performing the Work, increases or decreases the amount of time by which the Contractor completes the Work in relation to the contractually required completion date, or both.

**Owner.** A public body or authority, association, partnership, corporation or individual for whom the Work is to be performed.

**Resident Engineer (RE).** The Borough of Carteret and/ or his/her duly authorized representative.

**Site / Site of Work.** The Project’s location or area at which the Work will be performed by the Contractor.

**Specifications.** The directions, provisions and requirements contained herein, together with all written agreements pertaining to the method and manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract.

**Subcontractor.** An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of any part of the Work.

**Submittals.** All drawings, shop drawings, charts, cut sheets, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of the Work.

**Substantial Completion.** As further defined in SUBSECTION 6.2, the date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract

Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there is no such certification, the date when final payment is due in accordance with the Contract.

**Work.** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

**Working Day.** Any day, exclusive of:

1. Saturdays, Sundays, and holidays.
2. Days on which the Contractor is specifically required by the Contract to suspend construction operations.
3. Days on which the Contractor is prevented by any conditions beyond the control of the Contractor and adverse to the current controlling operation or operations, as determined by the RE, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations for all shifts.
4. The allowable workday hours are limited by local Municipal Ordinance. In general, the work is only limited due to noise nuisance ordinance.

#### **101.04 INQUIRIES REGARDING THE PROJECT**

##### **2. After Award of Contract.**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND IS REPLACED AS FOLLOWS:

The Contractor shall refer any inquiries regarding the various type of work of this contract in writing via letter or fax to:

John P. DuPont, P.E., CME, P.P.  
Director of Municipal Engineering  
61 Cooke Avenue, Carteret NJ 07008  
Phone: 732.541.3847  
Fax:732.541.4504

##### **1. Before Award of the Contract.**

All inquiries shall include the following:

- a) Name of the company
- b) Telephone number, fax number, and contact person, and
- c) Specifics of the inquiry, including anticipated impacts.

The Borough will investigate the information provided in the inquiry and then respond through an addendum only if determined to be necessary.

All questions should be received no later than 7 business days prior to the date for receipt of bids.

##### **2. After Award of the Contract submit inquiries to Project Manager through:**

John P. DuPont, P.E., CME, P.P.  
Director of Municipal Engineering  
61 Cooke Avenue, Carteret NJ 07008  
Phone: 732.541.3847  
Fax:732.541.4504

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.01 QUALIFICATION TO BID**

THE FOLLOWING IS ADDED:

For all projects funded, in whole or in part, out of funds from the Local Aid program, each bidder on a construction contract valued at more than \$5,000,000 shall be prequalified by the New Jersey Department of Transportation.

**102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS**  
THIS TITLE AND SUBSECTION ARE DELETED IN ITS ENTIRETY.

**102.03 REVISIONS BEFORE SUBMITTING A BID**  
THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Contractor is advised that addenda will be issued pursuant to *N.J.S.A. 40A:11-23(c)(2)*. Notice of addenda shall be provided no later than seven days, Saturday, Sundays, or holidays excepted, prior to the date of acceptance of bid. When addenda and other forms of notice giving revisions and interpretations of the contract documents are mailed or otherwise transmitted to prospective bidders, acknowledgment thereof must be made by the bidder. Acknowledgment forms must be fully executed and attached to the Proposal at the time of bidding. If said acknowledgment is not present when bids are opened and reviewed, the Proposal shall be considered to be irregular and rejected

**102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**

Project Manager: John P. DuPont, P.E., CME, P.P.  
Director of Municipal Engineering  
Phone: 732.541.3847  
Fax: 732.541.4504

Email Address: dupontj@carteret.net  
Mailing Address: 61 Cooke Avenue, Carteret NJ 07008

**1. Evaluation of Subsurface and Surface Conditions.**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH OF SUBPARTS (1) AND (2) IS REVISED AS FOLLOWS:

The Bidder may inspect available records at the Borough Hall, 61 Cooke Avenue, Carteret, New Jersey 07008, or at such other locations as directed in response to the request.

The second and third paragraphs of Subpart (1) are deleted and replaced as follows:

The Contractor is advised that files, plans, reports or other documents may exist for this site. Such information as may exist is available for review and inspection at the Borough Hall at the address listed above, or at such other locations as directed in response to any written request. It is the Contractor's responsibility to request review and inspection of such information prior to bidding.

**102.07 PREPARATION OF THE BID**

THE FIRST AND SECOND SENTENCES OF THE FIRST PARAGRAPH ARE DELETED AND REPLACED AS FOLLOWS:

The bid is the completed Proposal documents that are submitted by the Bidder to the Borough at the time for the opening of bids. The Bidder shall submit a Proposal on the forms furnished by the Borough.

THE THIRD, FOURTH, FIFTH, SIXTH AND SEVENTH PARAGRAPHS ARE DELETED.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

In all instances, the Proposal Form shall govern. Bid prices presented on any other form submitted by the Bidder, if different from those submitted on the Proposal Form, shall not govern.

All figures entered in the "Unit Price" and "Amounts" columns and the figure for the "Total Contract Price" shall be in ink or should be typed. The Bidder may make additions or corrections to the unit prices, lump sum prices, or amounts as contained on the Proposal Form. These changes should be made in ink and initialed.

The Proposal Form must be signed in ink by the Bidder.

#### **102.09 PROPOSAL BOND**

THE SECOND PARAGRAPH OF THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Proposal, when submitted, shall be accompanied by a proposal bond satisfactory to the Borough, for a sum of ten percent (10%) of the total amount bid but not in excess of \$20,000.00. Alternately, a proposal guarantee may be substituted for the proposal bond, provided that this guarantee be in an equal amount and provided in the form of a certified check or cashier's check made payable to the Borough of Carteret. In the event of default by the Contractor as defined in Subsection 103.06, funds from the proposal bond, or from the alternate proposal guarantee will be forfeited and will be disbursed as further specified in Subsection 103.06.

A Surety Disclosure Statement and Certification in the form required by N.J.S.A. 2A:44-143 shall accompany the Consent of Surety at the time of bid. The Borough may, however, in its discretion, allow submission of the Surety Disclosure Statement and Certification after receipt of bids. Performance and Payment Bonds cannot be accepted by the Borough unless a Surety Disclosure Statement and Certification complying with N.J.S.A. 2A:44-143 has been provided.

#### **102.10 SUBMISSION OF THE BID**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND IS REPLACED AS FOLLOWS:

It is the Bidder's sole responsibility to deliver the Bid Packets to the Owner at the time and at the place designated in the Notice to Bidders and these Specifications. Bid Packets may be personally delivered, mailed or via overnight services, however, the Owner disclaims any responsibility for Bid Packets that are not personally delivered.

Sealed Bid Packets will be received by the designated representative identified in the Notice to Bidders in accordance with the terms of said Notice.

The Bid Packets shall be submitted in a sealed envelope: (1) addressed to the Owner; (2) bearing the name and address of the Bidder written on the face of the envelope; and (3) clearly marked "Bid Packet" with the Project title and/or Bid Packet number of the Contract being bid.

#### **102.11 WITHDRAWAL OF THE BIDS**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

In accordance with N.J.S.A. 40A:11-23.3, a Bidder's request to withdraw its Bid Packet, due to a mistake on the part of the Bidder, must be made within five (5) Business Days after the opening of the Bid Packets. "Mistake" shall have the same meaning as provided in N.J.S.A. 40A:11-2 which is "a clerical error that is an unintentional and substantial computational error or unintentional omission of a substantial quantity of labor, material, or both, from the final Bid Proposal computation".

To request the withdrawal of a Bid Packet, the Bidder shall submit a written request for withdrawal by certified or registered mail to the address to which the Bid Packet was submitted. The request will be effective upon mailing. The request shall include evidence, including pertinent documents, demonstrating that a mistake was made and was so great a consequence that:

- a) Enforcement of the Contract, if actually made, would be unconscionable.
- b) The mistake relates to a material feature of the Bid Packet.
- c) The mistake occurred notwithstanding the fact that the Bidder exercised reasonable care in preparation of the Bid Packet; and
- d) The Bidder who made the mistake is able to get relief by way of withdrawing the Bid Packet without serious prejudice to the Owner, except for the loss of the bargain to the Owner.

Pursuant to N.J.S.A. 40A:11-23.3(c), the Owner, or its authorized representative and/or legal counsel, shall review the request for the withdrawal of the Bid Packet. No later than the next meeting of the Owner following the receipt of the withdrawal request, the individual reviewing the withdrawal request shall make a recommendation to the Owner concerning the disposition. The Owner shall act upon the request to withdraw the Bid Packet no later than at its' next regular meeting.

Upon granting the Bidder's request to withdraw its Bid Packet, the Owner shall return the Proposal Bond and any other form of security to the Bidder. Once the decision to approve the withdrawal is made, the Owner shall continue the award process with the remaining Bid Packets.

Pursuant to N.J.S.A. 40A:11-23.3(f), if the Bidder withdraws a Bid Packet, said Bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A: 11-13.2.

## **102.13 CONSIDERATION OF BIDS**

### **102.13.01 Bidder Pre-Award Requirements**

#### **A. Federal Aid Projects**

This section intentionally left blank.

PART C IS CHANGED TO:

#### **C. All Projects.** Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).
2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

## **102.15 DISQUALIFICATION OF BIDDERS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Borough may reject a bid submitted by that Bidder if a Bidder is determined by the Borough to lack responsibility. Factors demonstrating a lack of responsibility include, but are not be limited to:

1. Pursuant to N.J.S.A. 52:34-15, any collusion discovered amongst Bidders will result in rejection of the Bid Packets of the Bidders who are participants in such collusion. Those Bidders will not receive recognition as Bidders in future work of the Owner until reinstatement as a qualified Bidder.
2. Uncompleted work, which in the judgment of the Borough, might hinder or prevent completion of additional work if awarded.
3. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Borough or would result in progress payments to the bidder that would exceed the reasonable value of the work performed.
4. Lack of competency or lack of adequate machinery, plant, or other equipment.
5. Unsatisfactory performance on previous or current contracts.
6. Questionable moral integrity as determined by the Borough.

7. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
8. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, or any combination as required by *N.J.A.C. 16:44-11.1*.
9. Failure to pay, or satisfactorily settle, all bills due for labor, equipment or material on previous contracts.
10. Default under any previous contract.
11. Failure to reimburse the Borough for monies owed on any previously awarded contracts including those where the prospective bidder is a party to a joint venture and the joint venture has failed to reimburse the Borough for monies owed.
12. Documented failure to comply with the conditions of permits on previous contracts.
13. Failure to include Items 1 through 7, 8 (if Work includes construction, alteration, or repair of a public building), and 9 through 10 on the Bid Submission Checklist in the Bid Packet will require rejection of the Bid Packet. Failure to include Items 11 through 15 on the Bid Submission Checklist in the Bid Packet may mandate rejection of the Bid Packet in accordance with applicable law.
14. Any revisions or attachments of conditions, limitations or provisions to the Bid Packets made by the Bidders will render such Bid Packets informal and may cause its rejection by the Owner.
15. Any Bid Packet which does not conform in all material respects to the terms and conditions, specifications, legal requirements and other provisions of these documents shall be considered unresponsive Bid Packets by the Owner and shall be rejected as a result.
16. As stated in 102.11, if the Bidder withdraws a Bid Packet, said Bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A:11-13.2.
17. More than one (1) Bid Packet for the same work from an individual, firm, partnership, corporation or combination thereof, under the same or different names shall be cause for rejection of the Bid Packet. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof, is interested in more than one Bid Packet for the Work contemplated may cause the rejection of Bid Packet in which such individual, firm, partnership, corporation or combination thereof is interested.
18. Pursuant to N.J.S.A. 40A:11-24(b) if the successful Bidder refuses or fails to enter into this Contract within twelve (12) Calendar Days. Sundays and Holidays excepted, from the Notice of Award, or within such time as otherwise agreed by Bidder and the Owner, the Owner may then reject the Bid Packet of said Bidder and accept the next lowest responsive Bid Packet from a responsible Bidder.

#### **102.16 REJECTION OF ALL BIDS**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The Owner expressly reserves the right to reject all Bid Packets in accordance with N.J.S.A. 40A:11-13.2, or to waive any minor informality or non-material exception in the Bid Packets in accordance with applicable law.

The Owner reserves the right to reject any Bid Packet from a Bidder who cannot produce documentation of the Bidder's qualifications sufficient to allow the Engineer and Owner to determine that the Bidder is qualified and responsible. If the Owner, after affording the Bidder an opportunity for a hearing, is not satisfied that the Bidder is responsible, the Owner may reject the Bid Packet.

The Owner reserves the right to delay the rejection of Bid Packets or the award of the Contract for a period not exceeding sixty (60) Calendar Days from the receipt of Bid Packets.

If, for any reason, the Owner is unable to make an award within sixty (60) Calendar Day period, it shall be lawful for the Owner and the Bidders and their surety companies to agree upon an extension for making the award.

In the event the Owner shall reject any or all Bid Packets for any reason whatsoever, the Bidders shall not be entitled to any compensation in connection with the preparation and submittal of the Bid Packets or for any profits that might be anticipated had the Contract been awarded to the Bidder

THE FOLLOWING SUBSECTION IS ADDED:

## **102.17 ANNUAL POLITICAL DISCLOSURE**

In accordance with *N.J.S.A. 19:44A-20.27*, any business entity that has received \$50,000 or more cumulatively in contracts from New Jersey governmental entities in a calendar year is required to file an annual Business Entity (“BE”) disclosure report with ELEC. These reports are due by March 30 following the year reported. At a minimum, a list of all business entities that file an annual report will be listed on ELEC’s website at [www.elec.state.nj.us](http://www.elec.state.nj.us). If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 1-609-292-8700.

## **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

### **103.03 RELEASE OF PROPOSAL BOND**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

In accordance with *N.J.S.A. 40A:11-24(a)*:

The Borough will release all Proposal Bonds except those of the 3 lowest Bidders within 10 days after opening of bids, Sundays and holidays excepted.

The Borough will release the Proposal Bond of the three remaining Bidders within three days, Sundays and holidays excepted, when the Contract and performance bond and payment bond have been executed and delivered as specified in 103.04, or, if not executed, when other disposition of the matter has been made by the Borough.

### **103.04 EXECUTION OF THE CONTRACT**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

In accordance with *N.J.S.A. 40A:11-24(b)*:

After award or conditional award, the Borough will prepare the necessary contract documents and deliver them to the successful bidder by certified mail return receipt requested. The Bidder shall then have 10 calendar days from the receipt of these documents to sign and return the Contract, Performance Bond, Payment Bond, Insurance and Equal Employment Opportunity Documents. If the contract is not executed by all parties within 21 days, Sunday and holidays excepted, after the award, this time may be extended upon agreement of the parties.

A form of contract is attached to these Special Provisions as an exhibit.

### **103.05 ESCROW BID DOCUMENTS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

### **103.06 FAILURE TO EXECUTE CONTRACT**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

Failure on the part of the Bidder to whom the contract has been awarded to execute and deliver the contract as provided for in Subsection 103.04 and the bonds as provided for in Subsection 151.03.01 in the manner and within the time provided is just cause for the annulment of the award. If the award is annulled for the above reasons, the proposal bond or proposal guarantee, as described in Subsection 102.09 shall become forfeited and the Borough will proceed to be covered under the terms of the proposal bond. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Borough may decide.

## **SECTION 104 – SCOPE OF WORK**

### **104.01 INTENT**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:



The work to be performed under this Contract consists of the installation of permanent sheeting and steel cap.

The work under this project includes all required labor, equipment, material and other incidental and necessary work shown on the Construction plan and as further described herein in accordance with the Standard Specifications for Road and Bridge Construction 2019, and these Special Provisions, or as directed by the Engineer.

The intention of the Contract Documents is to describe the complete Project to be constructed in accordance with all the requirements therein notwithstanding that each and every item required may not be shown on the drawings or mentioned in the Specifications. The Contract Documents comprise the entire agreement between the Owner and the successful Bidder and may be amended as described herein.

The Contract Documents are complementary, and what is required by any one of such documents shall be as binding as if mentioned by all.

Bidders shall use the complete sets of Contract Documents in preparing Bid Packet. Neither the Owner nor the Engineer assumes responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

Environmental Restriction: All Work shall be performed in strict accordance with the approved permits.

#### **104.02 VALUE ENGINEERING**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

#### **104.03 CHANGES TO THE CONTRACT**

##### **104.03.01 Authority to Make Changes**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS REVISED AS FOLLOWS:

Quantities shown in the proposal are approximate for bidding purposes only and the Borough reserves the right to increase or decrease quantities, alter or delete items, as needed during the period of the contract.

THE LAST PARAGRAPH IS DELETED.

### **3. Changes in the Character of Work.**

#### **a. Differing Site Condition.**

THE SECOND PARAGRAPH IS REVISED AS FOLLOWS:

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

THE FOLLOWING IS ADDED TO THIS SUBSECTION.

N.J.S.A. 40A:11-16.7 governing changed conditions shall apply to this project. To the extent section 104.03.03 conflicts with N.J.S.A. 40A:11-16.7, the latter shall control. N.J.S.A. 40A:11-16.7 provides:

- a. (1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the Borough in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the Borough otherwise learning of differing site conditions, the Borough shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the Borough determines different site conditions that may result in additional costs or delays exist, the Borough shall provide prompt written notice to the Contractor containing directions on how to proceed.
- (4)
- (a) The Borough shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.
  - (b) If both parties agree that the Borough's investigation and directions decrease the Contractor's costs or time of performance, the Borough shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
  - (c) If the Borough determines that there are no differing site conditions present that would result in additional costs or delays, the Borough shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Borough for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- b. (1) The Borough shall provide written notice to the Contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the work of the contract is suspended by the Borough for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Borough's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within 10 calendar days following the conclusion of the suspension, notifies the Borough, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Borough. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- (3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Borough shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- (4)
- (a) If the Borough determines that the Contractor is entitled to additional compensation or time, the Borough shall make a fair and equitable upward adjustment to the contract price and contract completion date.

- (b) If the Borough determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the Borough for additional compensation or time attributable to the suspension.
- (5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Borough can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Borough's ability to adequately investigate and defend against the claim.
- c. (1) If the Contractor believes that a change directive by the Borough results in a material change to the contract work, the Contractor shall so notify the Borough in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.
- (2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Borough shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- (3)
- (a) If the Borough determines that a change to the Contractor's work caused or directed by the Borough materially changes the character of any aspect of the contract work, the Borough shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the Contractor and the Borough prior to the contractor performing the subject work.
- (b) If the Borough determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work and shall be entitled to pursue a claim against the Borough for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.
- d. (1) The Borough may increase or decrease the quantity of work to be performed by the Contractor.
- (2)
- (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
- (b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the Borough shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4)
- (a) For a major increase in quantity, the Borough or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Borough shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Borough or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Borough shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Borough shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed.”

#### **104.03.08 Force Account**

#### **7. Equipment.**

##### **a. Contractor-Owned Equipment.**

PART 1 IS CHANGED AS FOLLOWS:

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

THE FOLLOWING PART IS ADDED:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FIRST SENTENCE OF ITEM 8 ‘PROFIT’ IS DELETED AND REPLACED AS FOLLOWS:

The Borough will make payment for profit at the rate of five (5%) percent applied on the following:

THE FIRST SENTENCE OF ITEM 9 ‘OVERHEAD’ IS DELETED AND REPLACED AS FOLLOWS:

The Borough will make payment for overhead at the rate of ten (10%) percent applied on the following:

#### **10. Subcontractors.**

THE SECOND PARAGRAPH IS CHANGED TO:

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

## **SECTION 105 – CONTROL OF WORK**

### **105.01 AUTHORITY OF THE DEPARTMENT**

#### **105.01.01 RE**

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

THE FOLLOWING IS ADDED:

Unless otherwise directed, all communications with the Borough shall be forwarded to the Director of Engineering as specified in section 101.04 of these Special Provisions, unless otherwise specified in writing from the Borough. For projects where no specific contact has been designated, all such correspondence shall be forwarded to the Mayor.

All Project related correspondence (i.e., emails, letters, Notice of Changes etc.) shall be forwarded to the RE with a copy to the Director of Engineering and the .

The designated Borough Project Manager shall also hold the same authority as the RE.

### **105.01.03 Contractor Performance Evaluation**

REVISE SECTION **105.01.03** TO:

This section intentionally left blank.

### **105.02 RESPONSIBILITIES OF THE CONTRACTOR**

#### **105.02.05 Civil Rights Requirements**

REVISE SECTION **105.02.05.1** TO THE FOLLOWING :

1. **Federal Aid projects.** This section intentionally left blank.

#### **105.02.05.2 WHOLLY STATE FUNDED CONTRACTS**

REVISE THE FIRST LINE TO THE FOLLOWING:

2. **Wholly State Funded Contracts.** When applicable for wholly State Funded contracts under the jurisdiction of New Jersey Statutes N.J.S.A. 10:5-31 et seq., State EEO regulations and goals apply as specified in State Funded Project Attachments 1 to 6 of the Special Provisions.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

All bidding Contractors, and their respective subcontractors on publicly bid municipal public works projects so designated for new construction shall be required to independently, or through agreement with other organizations, provide craft training for journeymen and apprentice levels through a bona fide program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or a similar New Jersey Apprenticeship Agency. In order to ensure compliance with this mandatory requirement, all applicable bid specifications utilized by the Borough to solicit bids for such work shall include the Bid Form Attachment which is attached hereto under BID PROPOSAL and made a part hereof.

### **105.03 CONFORMITY WITH THE CONTRACT**

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO: In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

**105.04 PLANS AND SPECIFICATIONS**

THE LAST SENTENCE OF THIS SUBSECTION SHALL BE REPLACED AS FOLLOWS:

In case of conflict between the various parts of the Contract Documents, they shall be interpreted (a) to require the higher, in terms of quality of materials and workmanship, of the possible interpretations; and (b) in accordance with this sequence of precedence with the highest listed first:

- 1) Change Orders
- 2) Clarifications
- 3) The Contract
- 4) Addenda
- 5) Approved Submittals
- 6) Details
- 7) Plans (calculated dimensions will govern over scaled dimensions; Right-of-Way Plans will govern over Plans when setting monuments)
- 8) Special Provisions
- 9) Supplementary Specifications
- 10) Standard Specifications (Technical Only)

**105.05 WORKING DRAWINGS**

THE SECOND PARAGRAPH IS DELETED AND REPLACED AS FOLLOWS:

Ensure that working drawing submissions also conform to the NJDOT design manuals and other NJDOT standards for the proposed work. After Award, the Borough will provide additional formatting information, the number of copies required, and the designated design unit to which the Contractor shall submit working drawings.

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

The Contractor shall furnish the RE with four prints (on white background) of each working drawing submitted for review. If prints are returned for correction, four additional prints of the revised drawings shall be resubmitted until finally reviewed and certified or approved. Originals of the drawings may be required to be furnished upon completion of the work, if so directed by the Engineer. Drawings for metal parts or structures shall include a shop bill of material on each individual drawing showing all pertinent information including weights of all items.

THE REMAINDERS OF THE PARAGRAPHS ARE REVISED AS FOLLOWS:

All references to 22”x 36” working drawings are revised to 24”x 36” working drawings.

TABLE 105.05-1 IS CHANGED TO:

<b>Table 105.05-1 – Working Drawing Submission Category</b>	
<b>Certified</b>	<b>Approved</b>
Catalog Cuts	Change in Structural Steel Details
Structural Steel Fabrication	Other work shown on the Plans as conceptual
Steel Sheeting	Temporary Sheeting and Cofferdams

Paint

Temporary Shielding  
Temporary Structures  
Value Engineering Plans  
Sheet Pile Driving Equipment  
Permeant Sheeting

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THE FOLLOWING IS ADDED AFTER TABLE 105.05-1:

All drawings described above shall be on 24" x 36" sheets unless otherwise directed by the Engineer. The title block in the lower right-hand corner shall contain the following information: Name of Project, Contractor, and Fabricator and/or Supplier.

**1. Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Borough will require 10 days for review and certification or rejection and return of certified working drawings.

**2. Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Borough will require 10 days for review and approval or rejection and return of working drawings.

**105.07 COOPERATION WITH UTILITIES**

**105.07.01 Working in the Vicinity of Utilities**

**A. Initial Notice.**

The known utility owners who are located in the vicinity of the Project are:

UTILITIES		
SERVICE	OWNER	CONTACT INFORMATION
Electric	Public Service Electric Company 472 Western Canal Road Somerset, NJ 08873	Attn: Mr. Isidro Buen Phone: (732) 638-7533
Telephone	Verizon 445 George Road North Brunswick, NJ 08092	Attn: Mr. Ian Chan Phone: (732) 683-5146
Cable	Comcast Cable – Construction Division 800 Rahway Avenue Union, NJ 07083	Attn: Mr. Richard Gugulski Phone: (732) 602-7444 ext. 2293
Gas	Elizabethtown Gas Company – Union Division 520 Green Lane Union, NJ 07083	Attn: Mr. Gregory Balint Phone: (908) 289-5000 ext. 4351
Water	Middlesex Water Company 1500 Ronson Road Iselin, NJ 08830	Attn: Mr. Isidro Buen Phone: (732) 638-7533
Sewer	Borough of Carteret Sewer Department	Attn: Mr. John Dupont

	339 Roosevelt Avenue Carteret, NJ 07008	Phone: (732) 541-3847
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**105.07.02 Work Performed by Utilities**

THE FOLLOWING IS ADDED:

It is not anticipated that any utilities will be affected by the project. However, it is the responsibility of the contractor to contact the utility companies to determine if any utilities will be affected.

**SECTION 106 – CONTROL OF MATERIAL**

THE SECTION HEADING IS CHANGED TO:

**SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT**

**106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 – Procurement of recovered materials, ensuring that materials furnished for the Project contain, “the highest percentage of recovered materials practicable,” where the purchase price of the covered item listed exceeds \$10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in 106.04.

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

**106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

**106.03 FOREIGN MATERIALS AND EQUIPMENT**

**1. Wholly State Funded Projects**

**REMOVE SECTION 106.03.2 Federal Aid Projects**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

Comply with 2 CFR 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

Do not provide Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Do not provide video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.

Do not provide Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



Do not provide any equipment assembled by others that has an integral component that was manufactured and supplied by the aforementioned companies.

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Bidders must fully account for the requirements of *N.J.S.A. 40A:11-18* that call for the use and incorporation in the Work of only manufactured and farm products of the United States of America, wherever they are available. The Contract Sum will not be increased for any reasons that stem from the Contractor's failure or neglect to reflect this requirement in its Bid Proposal and the Contract Sum.

#### **106.07 CERTIFICATION OF COMPLIANCE**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

In the event that materials or assemblies used on the basis of certificates of compliance are sampled and tested and found to be in nonconformance with the contract requirements, all costs for said tests and for any future tests regarding that same material, shall be borne by the Contractor. An amount equal to the cost of subject tests may be deducted from the next regular payment made to the Contractor. This clause shall apply regardless of any certifications that may have been submitted by the Contractor.

As specified, certifications shall be provided for all materials and/or assemblies required for this contract.

#### **106.10 USE OF UNITED STATES FLAG VESSELS**

THE ENTIRE TEXT IS CHANGED TO: This section intentionally left blank.

### **SECTION 107 – LEGAL RELATIONS**

#### **107.01 LEGAL JURISDICTION**

##### **107.01.02 Permits, Licenses, and Approvals**

THE FOLLOWING IS ADDED:

The Contractor is advised that several permits have been issued for this project. A copy of each permit is included in Appendices of these Special Provisions.

The Contractor must comply with the terms, conditions and restrictions contained in said permits. The Contractor is advised that these Permits and any associated permit conditions or restrictions must be strictly adhered to throughout construction.

No separate payment shall be made for work associated with conformance to permit regulations and conditions, rather, all costs for same shall be included in the various pay items in the proposal.

The permit approvals received for this project establish the maximum limit of disturbance for the contractors' work. The Contractor is responsible for the selection of the appropriate construction access method that meets the conditions of the various permits while adhering to the project schedule. No additional compensation will be made by the Borough if the Contractor chooses to use different means and methods to construct the Project.

THE FOLLOWING SUBSECTION IS ADDED:

##### **107.01.04 New Jersey Business Registration Requirements-Construction**

The Contractor will comply with the New Jersey Business Registration Requirements for construction, as explained in Exhibits and as stated in Form of Contract of these Special Provisions.

**107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT**  
THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

**107.09 INDEPENDENT CONTRACTOR**  
THE SECOND SENTENCE IS CHANGED TO:

It shall neither hold itself out as, nor claim to be, an officer or employee of the Brough by reason hereof.

**107.11 RISKS ASSUMED BY THE CONTRACTOR**

**107.11.01 Risks**

Replace the paragraph beginning “Defend and indemnify...” (immediately after Subparagraph 4, entitled *Risks of Loss to Property of Those Performing the Work*) with:

The Contractor will indemnify and hold harmless the Borough and their respective servants, volunteers, and agents (collectively the “Borough”) for and from any and all losses, costs, damages, claims, suits and/or liabilities arising from any and all State or Federal actions of whatever kind, including Section 1983 claims, including counsel fees and costs of suit (collectively the “losses”), described in Sections 107.11.3 and 107.11.4 above, to which the Borough may be put by reason of any claim for damages of any kind to persons, business entities, or property due, in whole or in part, to the carelessness or negligence of the Contractor. It is the expressed intent of the parties hereto that the Contractor shall defend and indemnify the Borough even for the Borough’s own alleged or actual partial negligence up to and until such a time as a trier of fact, be it a judge, jury, or binding arbiter, determines that the losses were the result of the sole and complete negligence of the Borough.

The Contractor will also indemnify and hold harmless the Borough for and from any and all losses to which the Borough may be put by reason of the Contractor’s failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Borough.

The Contractor further agrees that the Borough reserves its right to monitor and actively participate in the defense of any and all claims against the Borough, at its own expense, if, in its sole discretion, it chooses to do so.

**107.11.02 General Insurance**

**A. Policy Requirements.**

THE SIXTH, SEVENTH AND EIGHTH SENTENCES ARE DELETED AND REPLACED AS FOLLOWS:

The certificates of insurance shall be on an Acord® form or a substantially similar form. Ensure that insurance policies are endorsed to provide written notice to the Borough at least 30 days prior to changes to and/or cancellation of the policies. Upon request, provide the RE with a certified copy of each policy and all applicable endorsements to each policy.

**B. Types.**

**1. Comprehensive General Liability Insurance.**

THE FOLLOWING IS ADDED:

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

**2. Comprehensive Automobile Liability Insurance.**

THE FOLLOWING IS ADDED:

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

**3. Owner’s and Contractor’s Protective Liability Insurance.**

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

THE FOURTH SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

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

**6. Marine Liability Insurance.**

THE FOLLOWING LAST SENTENCE IS CHANGED:

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

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

For projects where the total lump sum price for all items is equal or less than \$2,000,000.00 the minimum limits for the various types of insurance are deleted and replaced as follows:

- |  |   |
|--|---|
| 1. Comprehensive General Liability Insurance               | \$1,000,000.00 Per Occurrence<br>\$3,000,000.00 Aggregate       |
| 2. Umbrella Coverage                                       | Not required, however, may be used to supplement primary limits |
| 3. Comprehensive Automobile Liability Insurance            | \$1,000,000.00 Each Occurrence CSL                              |
| 4. Owner’s and Contractor’s Protective Insurance           | Required  |
| 5. Workers Compensation and Employer’s Liability Insurance | Statutory   |
| 6. Marine Liability Insurance                              | \$1,000,000.00 Per Occurrence CSL                               |

If construction operations require marine operations, procure appropriate Marine Liability Insurance with a minimum limit of liability in the amount of \$1,000,000.00 per occurrence CSL. Ensure the policy names the Borough, its officers, employees and agents as additional insured. All other provisions of this Subsection not specifically revised above shall apply regardless of the total lump sum price bid for all items.

**C. Renewal**

THE SUBSECTION IS CHANGED TO FOLLOWING IN ITS ENTIRETY:

Submit certificates of insurance to demonstrate continuous coverage until Acceptance.

Certificates of Insurance for each policy issued from the Contractor must carry evidence that Borough, its officers, employees and agents have been added to the policies as additional insured.

**107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

REPLACE THIS SECTION WITH: This section intentionally left blank.

**107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

THIS SECTION IS DELETED IN ITS ENTIRETY.

**107.14 PATENTED DEVICES, MATERIALS, AND PROCESSES**

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

**107.15 TAXES**

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO: The sales tax exemption does not apply to equipment used for Contract work.  
THE FOLLOWING SUBSECTION IS ADDED:

**107.17 COMMUNICATION WITH THE MEDIA**

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

**SECTION 108 – PROSECUTION AND COMPLETION**

**108.01 SUBCONTRACTING**

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

**1. Values and Quantities.**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

a.

There are no Specialty Items in this Project.

THE FOURTH PARAGRAPH IS CHANGED TO:

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

REMOVE PARAGRAPH FOUR OF SECTION **108.01**

REVISE SECTION **108.01.3.a** TO THE FOLLOWING:

**a. Federal Aid Projects.** This section intentionally left blank.

**108.02 COMMENCEMENT OF WORK**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

Unless otherwise stated, the Contractor shall commence the work herein covered within ten (10) days after the date of the mailing of a notice to proceed along with the fully executed Contract by the Borough. However, in no case shall the Contractor commence work until a construction schedule is submitted to and approved by the RE and participation in preconstruction conference scheduled by the Borough, unless the Contractor is specifically authorized to commence work by the Borough in writing.

Should Contractor begin work prior to execution of the Contract by the Borough, such work shall be considered as having been done by him/her at his/her own risk and as a volunteer. In the event the Board decides to reject the Contract, the Contractor shall at his/her own expense do such work as is necessary to leave the site in a neat condition to the satisfaction of the RE. If any of the work done prior to the Borough's rejection affects any existing road or highway, the Contractor shall at his/her expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the RE. However, all work done in accordance with the Contract Documents prior to its execution by the Borough will, when he/she executes the Contract, be considered authorized work and will be paid for as provided in the Contract.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work prior to execution of the Contract by the Borough.

The Contractor shall notify in writing the Borough, as well as the Fire and Police Departments, First Aid Squads, serving the Borough of Carteret at least 7 days in advance of beginning construction. Such notification shall include the duration of project and a description of the methods to be employed to maintain traffic throughout the work site.

In no case will work commence prior to receipt and approval by the Borough of the necessary insurance documents.

## **108.06 NIGHT OPERATIONS**

### **2. Visibility Requirements for Workers and Equipment.**

THE FIRST PARAGRAPH IS CHANGED TO:

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

## **108.10 CONTRACT TIME**

THE SUBSECTION IS AMENDED AS FOLLOWS:

All work to be performed by the Contractor specified herein shall be completed within ninety (90) calendar days after the date of execution of the contract, which date shall be the date when the Notice to Proceed has been sent to the Contractor.

## **108.11 MODIFICATIONS TO THE CONTRACT TIME**

### **108.11.01 Extensions to Contract Time**

#### **A. Qualifications for Extensions.**

REVISE THE SECOND PARAGRAPH TO:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

#### **B. Types of Delays.**

##### **2. Excusable, Non-Compensable Delays.**

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 10 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

CHANGE SECTION **108.11.01.B.3** TO:

**3. Excusable, Compensable Delays.** Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the Department will grant an extension of Contract Time and will make payment for delay damages.

CHANGE SECTION **108.11.01.B.4** TO:

**4. Concurrent Delays.** Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.

**C. Submitting Time Impact Evaluation.** If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

### **108.12 RIGHT-OF-WAY RESTRICTIONS**

THE FOLLOWING IS ADDED:

Borough of Carteret owns and/or is the Contract Purchaser for the properties where the Project Work is specified. There shall be no disturbance to adjacent properties unless prior approval by the RE.

### **108.13 SUSPENSION OF WORK**

SUBPART (3) OF THIS SUBSECTION IS REVISED AS FOLLOWS

**3. Convenience of the Borough.** For the convenience of the Borough, the RE may direct, in writing, the Contractor to suspend all or any portion of the Work for the period of time that the RE determines to be appropriate.

### **108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED**

LIST ITEM (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

1. Fails to begin construction operations within 10 days of execution of the Contract.

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

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

### **108.15 TERMINATION OF CONTRACT**

#### **108.15.02 For Cause**

REVISE PARAGRAPH FIVE TO:

The Department will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed except that the Department may make payment for profit and overhead on work.

### **108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

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

### **108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- A. For each calendar day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Borough will assess liquidated damages in the amount of \$1,000.00.

### **108.21 WARRANTIES**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Before final payment is made, as provided for in Subsection 109.11, the Contractor shall furnish Maintenance Bond in a sum equal to 5% of the final contract price. The Maintenance Bond shall be satisfactory to the Borough and the Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Borough and shall provide that the Contractor guarantees to replace all materials furnished that were not furnished in accordance with the terms of the contract, and make good defects in material or workmanship which become apparent before the expiration of one (1) year.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.01 MEASUREMENT OF QUANTITIES**

THE LAST PARAGRAPH IS CHANGED TO:

The Department does not typically measure quantities for Proposal Items, except quantities designated on the Plans as “if and where directed,” for payment. The Contractor or the RE can measure Proposal Items for payment. If making a measurement for a change in payment, submit drawings, calculations, and other information demonstrating the as-built quantity to the party not initiating measurement. If the difference between the measured quantity and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will make payment based on the Contract quantity. If the difference is more than 10 percent of the Contract quantity, the Department will make payment based on the measured quantity. For each Item that the Contractor requests a Proposal Item be measured, and it is determined that the difference between the quantity measured, and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will deduct \$500.00. The Department will measure quantities for Proposal Items that are designated on the Plans as “if and where directed” for payment when the RE directs work using the “if and where directed” quantity.

### **109.02 SCOPE OF PAYMENT**

THE FOLLOWING IS ADDED:

No additional payment will be made for nighttime, weekend or holiday work. All costs for labor, equipment, materials, rate changes or surcharges by the contractor, subcontractors or third-party entities or other costs incidental thereof necessary to complete the same shall be included within the respective bid items in the contract.

REVISE THE ENTIRE TEXT OF SECTION **109.03** TO THE FOLLOWING:

### **109.03 PAYMENT FOR FORCE ACCOUNT**

This section intentionally left blank.

### **109.04 PAYMENT FOR DELAY DAMAGES**

REVISE THE FIRST SENTENCE OF SECTION **109.04** TO:

For eligible extensions, the department will make payment for the costs allowed based on the following documentation submitted by the contractor:

Copies of paid invoices for all allowable specific extraordinary expenses

### **109.05 ESTIMATES**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Contractor shall be advised that partial payments will be made pursuant to *N.J.S.A. 2A:30A-2(a)*.

In response to a monthly invoice from the contractor the RE will determine the approximate quantities of work satisfactorily completed in accordance with the Contract Documents during the preceding period. Partial payments on account of such estimates will be made based on the prices bid in the Proposal or as provided by field order, change order or Supplementary Agreement.

No such estimate or payment shall be required to be made when, in the judgment of the RE, the work is not proceeding in accordance with the Contract Documents or following the RE giving the Contractor and Surety notice of delay, neglect or default under Subsection 108.14.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. The RE upon determining that any payment under a previous estimate was improper, unwarranted, or incorrect for any reason may deduct the amount of such payment from the subsequent monthly estimate and partial payments made to the Contractor.

From the total amounts ascertained as payable, an amount equal to 2% of the amount due to the Contractor will be deducted and retained pending completion of the project. The RE will deduct from any monthly estimate and payment and/or the final payment such amounts as are required to be deducted pursuant to provisions of the contract documents.

#### **109.07 BONDS POSTED IN LIEU OF RETAINAGES**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Contractor may post bonds in lieu of allowing the deduction of 2% retainage, in accordance with *N.J.S.A. 40A:11-16.1*

#### **109.08 AS-BUILT QUANTITIES**

THIS SUBSECTION IS DELETED AND REPLACED AS FOLLOWS:

Following Completion, the RE will finalize as-built quantities for all pay Items and Extra Work which has been authorized and incorporated into the Project. When such as-built quantities are completed, they are incorporated into a proposed final certificate. The Contractor assumes the positive obligation of assisting the RE wherever possible in the preparation of such as-built quantities.

#### **109.09 AUDITS**

THE FIRST SENTENCE IS REVISED TO:

All claims filed are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to *N.J.S.A. 59:13-1*, et seq.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Pursuant to *N.J.S.A. 52:15C-14(d)*, relevant records of private vendors or other persons entering into contracts with the Borough are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under the 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.

#### **109.11 FINAL PAYMENT AND CLAIMS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Final Payment Certificate shows the total amount payable to the Contractor, including therein itemization of said amount segregated as to pay item quantities, extra work, and any other basis for payment, and also shows therein all deductions made



or to be made for prior payments, and as required pursuant to the contract documents. All prior estimates and payments are subject to correction in the final certificate.

The Final Change Order shows all adjustments from estimated to as-built quantities as indicated on the Final Payment Certificate as well as any other information and/or authorizations typically included in Change Orders pursuant to the Construction Specifications as added to and amended by these Special Provisions.

The Engineer shall provide the Contractor with the Final Change Order and Final Payment Certificate. Within 30 calendar days after the Final Change Order and Final Payment Certificate have been provided to the Contractor, the Contractor shall either:

1. Sign and return the Final Change Order.
2. Submit written acceptance of the Final Change Order with exception or reservation as further described herein.

The Contractor's failure to return the signed Final Change Order or to submit written acceptance of the Final Change Order with exception or reservation within said 30 calendar days will be construed as an acceptance of the Final Change Order without exception or reservation. Final payment will be made to the Contractor following acceptance of the Final Change Order by the Borough in the amount set forth in the Final Payment Certificate.

Execution of the Final Change Order, as evidenced by the Contractor's signature thereon, constitutes acceptance of the Final Change Order and Final Payment Certificate without exception or reservation. By accepting the Final Change Order as described, or as described in the preceding paragraph, the Contractor thereby releases the Borough, their agents, officers and employees from all claims and liabilities of whatsoever nature for anything done or furnished or in any manner growing out of performance of the work.

If the Contractor submits to the Engineer his written acceptance of the Final Change Order conditioned with exception or reservation, the acceptance shall contain a release signed by the Contractor in the following form:

In consideration of the above payment pursuant to the Final Change Order, I hereby release the Borough, their agents, officers, and employees from all claims and liabilities of whatsoever nature for anything done or furnished or in any manner growing out of performance of the work except for \_\_\_\_\_.

The reservation shall state the specific amounts of the claims being reserved. Failure to state specific amounts shall result in a waiver of such claims. The Contractor can reserve only those claims properly filed with the Engineer pursuant to Subsection 107.12.01 and not previously resolved. The Contractor waives all claims for which the required notice has not been filed.

If the Contractor conditions his acceptance of the Final Change Order he shall submit with his conditional release information sufficient to enable the Engineer to determine the facts or contentions involved in the reserved claims. The claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. As a minimum, the following information must accompany each claim:

1. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim, and
2. the date on which facts arose which gave rise to the claim, and
3. a copy of the correspondence for the specific claim by the Contractor pursuant to Subsection 107.12.01, and
4. the name, function, and activity of each Borough individual, official or employee involved in or knowledgeable about such claim, and
5. the specific provisions of the Contract which support or mitigate against the claim and statement of the reasons why such provisions support or mitigate against the claim, and
6. if the claim relates to a decision of the Engineer which Contract leaves to Engineer's discretion or as to which the Contract provides that the Engineer's decision is final, the Contractor shall set out in detail all facts supporting his contention that the decision of the Engineer was fraudulent or capricious or arbitrary or is not supported by substantial evidence, and

7. the identification of any documents and the substance of any oral communications relating to such claim, and
8. a statement as to whether the additional compensation or extension of Contract Time sought is based on the operation of the provisions of the Contract or an alleged breach of contract, and
9. if an extension of Contract Time is sought, the specific days for which it is sought and the basis for such claim, and
10. if additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
  - . Direct Labor
  - . Direct Materials
  - . Job Overhead
  - . Overhead (general and administrative)
  - . Subcontractor's Work
  - . Other categories as specified by the Contractor.

Failure to provide all requested information within the time specified will result in rejection of a claim. The requested information is in addition to the information provided pursuant to Subsection 107.12.01.

The Contractor may request an additional fourteen (14) calendar days to provide additional information regarding the claims which he reserved in his acceptance, but all information must be submitted to the Engineer within forty-four (44) calendar days of the issuance of the Final Change Order.

The Engineer will review the information submitted by the Contractor and attempt to resolve the reserved claims within thirty (30) calendar days, unless that time period is extended by agreement between the parties.

If the Engineer determines after review of the claims that no further payment is warranted except for the sum indicated in the Final Payment Certificate, he will so advise the Contractor in writing. Final payment will be made following acceptance of the Final Change Order by the Borough in the amount set forth in the Final Payment Certificate.

If the parties agree to a resolution of the reserved claims, the Engineer will issue an amended Final Change Order and Final Payment Certificate which will include all sums previously included in the Final Change Order and Final Payment Certificate as well as the additional payment being made on the claims. Within fourteen (14) calendar days, the Contractor shall submit to the Engineer his acceptance or rejection of this amended Final Change Order. If the Contractor wishes to accept the amended Final Change Order he shall sign and return same. Execution of the amended Final Change Order, as evidenced by the Contractor's signature thereon, constitutes acceptance of the amended Final Change Order and Final Payment Certificate. By accepting the amended Final Change Order as described, the Contractor thereby releases the Borough, their agents officers and employees from all claims and liabilities of whatsoever nature for anything done or furnished or in any manner growing out of performance of the work. If the Contractor wishes to reject the amended Final Change Order, written notice of his rejection shall be given to the Engineer. If the Contractor rejects the amended Final Change Order, final payment will be made following acceptance of the original Final Change Order by the Borough in the amount set forth in the original Final Payment Certificate.

The Contractor's failure to submit any written acceptance or rejection of the amended Final Change Order within said fourteen (14) calendar days will be construed as a rejection of the amended Final Change Order and final payment will be made to the Contractor following acceptance of the original Final Change Order by the Borough in the amount set forth in the original Final Payment Certificate.

Failure of the Contractor to accept any tendered final payment whether based on the original or amended Final Payment Certificate, shall not affect completion of the contract.

In any case, final payment will not be released until such time as the Contractor provides the Borough with a sworn statement, on a form provided by the Borough, identifying the project and stating that all employees have been paid in full at the prevailing wage rate, all suppliers of materials have been paid in full, and that no outstanding obligations exist from the Contractor to any individual supplier or subcontractor for the furnishing of any labor or materials needed for the performance of the contract. This requirement is in addition to the requirement for the one year maintenance bond described in section 108.21 Warranties.

## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

#### **151.03 PROCEDURE**

##### **151.03.01 Performance Bond and Payment Bond**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

Within ten (10) business days of the date of award or conditional award, the bidder to whom the contract has been awarded shall complete and deliver a Performance Bond and a Payment Bond on forms satisfactory to the Borough of Carteret. Each bond shall be separate and distinct, and each shall be for a sum equal to the total contract price. The aggregate sum of both bonds shall therefore equal 200% of the total contract price. The Performance Bond shall be maintained by the Contractor until closeout of the contract, and the Payment Bond shall be maintained by the Contractor until such time as any and all claims against the Contractor by Subcontractors, material suppliers, or others have been resolved. In the event of the insolvency of the Surety, the Contractors shall forthwith furnish and maintain, as above provided, other surety satisfactory to the Borough.

All alterations, extensions of Contract Time, Extra and additional Work, and other changes authorized by the Contract documents may be made without securing the consent of the surety or sureties of the bonds.

The surety corporation bonds shall be furnished by only those sureties who meet the requirements set forth in N.J.S.A. 2A:44-143. The bonds shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the surety company and a true and correct statement of the financial condition of said surety company.

### **SECTION 152 – INSURANCE**

#### **152.04 MEASUREMENT AND PAYMENT**

THE SUBSECTION IS DELETED AND REPLACED AS FOLLOW:

- Railroad Protective Liability Insurance Not Required

In addition to the requirement of Section 107.11.02 the cost of all insurance shall be included in the unit prices bid for the various items included in the Bid Proposal.

No separate payment shall be made for the cost of OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE and POLLUTION LIABILITY INSURANCE. All cost of the same shall be included in the unit prices bid for the various items included in the Bid Proposal.

### **SECTION 153 – PROGRESS SCHEDULE**

#### **153.03 PROCEDURE**

##### **153.03.01 CPM PROGRESS SCHEDULE**

REVISE THE SIXTH PARAGRAPH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a

completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

### **153.03.03 BAR CHART PROGRESS SCHEDULE UPDATE**

REVISE THE THIRD PARAGRAPH TO:

Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This type of progress schedule shall be submitted to the RE at or before the Project Preconstruction Conference, which shall be scheduled at a mutually convenient time shortly after award of contract. The progress schedule shall be satisfactory to the RE as to form and substance. This schedule shall be graphically depicted, presented in a scale suitable to depict the percentage of work scheduled for completion at any time. This schedule shall clearly show the various tasks necessary to complete the project and the interdependence of these tasks to each other. Sufficient tasks shall be included to enable good project management. Tasks shall be clearly identified, and time estimates shall be developed for each. Each task shall have an estimated start date and completion date. Those items on the project critical path shall be highlighted or otherwise identified. Whenever clearing site for advance utility work is required it shall be indicated on the project schedule. The schedule shall clearly show a project commencement and completion date, shall be properly identified, and shall be signed and dated by the Contractor.

The Contractor shall include on the progress schedule, or in a separate submission, a schedule of working drawing submissions.

The Contractor shall update the progress schedule when conditions have changed such as to invalidate the current schedule, or as directed by the RE.

## **SECTION 155 – CONSTRUCTION FIELD OFFICE**

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

## **SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY**

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

## **SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

### **157.03 CONSTRUCTION**

#### **157.03.01 Construction Layout**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Contractor shall provide all work required in connection with the layout for construction of the project, using control points and data shown on the plans. The Contractor shall furnish all necessary qualified personnel and adequate equipment

to layout all of the lines and grades necessary for the complete construction of the project. Prior to commencement of construction, the Contractor shall verify the difference in elevation between benchmarks.

The Contractor shall make all necessary computations to establish the exact position of all the work from the control points which are shown in the plans or furnished by the RE. All the work shall be referenced to baselines which the Contractor shall establish from the control points, re-establish when necessary and maintain throughout the life of the contract so as not to delay the RE from making necessary preliminary, interim, and final measurements and from checking the Contractor's layout if he/she so desires.

The Contractor shall be responsible for the preservation of all control points furnished by the RE for his/her use in staking out the work. If such control points are damaged, lost, displaced, or removed, they shall be reset by the Brough and all costs therefore may be deducted from subsequent payments made to the Contractor.

The Contractor shall be responsible for maintaining the points he/she has established. Any error or apparent discrepancies found in the plans or specifications shall be immediately called to the attention of the RE in writing for interpretation prior to proceeding with work.

The Contractor shall be responsible for the finished work conforming to the lines and grades called for in the plans and specifications and he/she shall correct all errors caused by his/her personnel or Sub-Contractors in his/her employ at no cost to the Borough at the direction of the RE.

The contractor shall be responsible to verify points, elevations, grades, stakes, benchmarks, utility locations, or any other item requested by the RE at no cost to the Department.

**157.03.02 Monument**

THE SUBPART IS CHANGED TO:

Comply with the Map Filing Law N.J.S.A. 46:26B-1 through 8 and N.J.A.C. 13:40-5.1 through 2. Set non-Department monuments according to the requirements of the agency. Set Department monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the RE. Reuse excess excavated material as specified in 202.03.03.C.1. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, obtain the current horizontal and vertical control datum values on the monument and submit these values, signed and sealed by the land surveyor, to the RE.

**157.04 MEASUREMENT AND PAYMENT**

THE THIRD PARAGRAPH IS CHANGED TO:

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

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

Where:

CL = Adjusted payment for CONSTRUCTION LAYOUT.

CL<sub>B</sub> = Bid price for CONSTRUCTION LAYOUT.

C<sub>O</sub> = Original Contract Price.

C<sub>F</sub> = Final Contract Price.

E<sub>F</sub> = Total of CL<sub>B</sub>, Incentive/Disincentives for completion/interim completion, and claim settlements.

E<sub>O</sub> = Total of CL<sub>B</sub>,

THE FOLLOWING IS ADDED:

No separate payment will be made for labor, equipment, re-establishing points, grades, stakes, benchmarks, or any other item to construct same.

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

### **158.03 CONSTRUCTION**

#### **158.03.02 SESC Measures**

##### **19. Oil-Only Emergency Spill Kit.**

#### **158.04 Measurement and Payment**

THE FOLLOWING IS ADDED:

The contractor shall be responsible for complying with all Permit regulations. The contractor shall be responsible for warnings, summons, project delays, and all items and costs to re-establish, remedy and comply with the approved permits.

## **SECTION 161 – FINAL CLEANUP**

### **161.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

No separate payment shall be made for the cost of final cleanup as provided for in this Subsection, but all costs therefore shall be included in the prices bid for the various items contained in this Contract.

## **DIVISION 200 – EARTHWORK**

### **SECTION 201 – CLEARING SITE**

#### **201.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE in excess of three percent (3%) of the total Contract amount until Completion.

Payment for the item CLEARING SITE will be made periodically as described in Subsection 109.05 based on the approximate percentage of project completion as determined by the ratio of total payments to date to the original total contract cost of the project.

No separate payment shall be made for “Remove” or “Relocate” Items. Rather all costs for same shall be included in the price bid for the item CLEARING SITE

Any work not specifically mentioned under other items and necessary for the satisfactory completion of this project in a neat and workmanlike manner shall be included in the price bid for the item CLEARING SITE including but not limited to the following:

- Providing pollution control measures to maintain water quality.
- Constructing and maintaining permanent SESC measures.
- Constructing, maintaining, and removing temporary SESC measures.
- Removal of tree stumps, underbrush, clearing of wooded areas or any unsuitable or undesirable obstructions in the area of work.
- Removal of all trees and brush within the limits of disturbance, whether shown on the plans individually or not, and pruning of existing trees outside the limits of disturbance whose branches overhang the work area.
- Backfill and compaction of voids.
- Repair and regrading of all driveways to conform to the new construction.
- Removal, resetting, or relocating any existing features or items necessary to complete the project which are not otherwise indicated as a pay item.

CLEARING SITE also includes maintaining driveway access at all locations throughout the duration of the project.

### **SECTION 202 – EXCAVATION**

#### **202.03 CONSTRUCTION**

##### **202.03.01 Stripping**

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

# DIVISION 500 – BRIDGES AND STRUCTURES

## SECTION 501 – SHEETING AND COFFERDAMS

### 501.02 MATERIALS

THE FOLLOWING IS ADDED:

Coarse Aggregate (No. 57) .....	901.03
Inorganic Zinc Coating System.....	912.01.01
Corrugated Steel Underdrain Pipe.....	919.01
Subsurface Drainage Geotextile .....	919.01

### 501.03 CONSTRUCTION

#### 501.03.02 Permanent Sheeting

THE FOLLOWING IS ADDED TO THE SUBSECTION:

Permanent Sheeting shall be the type shown on the Contract Plans or approved equal having the properties at minimum or greater than shown on the Contract Plans. Permanent sheeting shall be new steel sheet piling.

Top of sheeting shall be cut at the elevation stated on the plans in clean, straight lines.

No heavy equipment or machinery shall be placed on the landside of the wall.

Existing subsurface fill conditions are unknown and may contain large boulders, debris and other obstructions. The Contractor shall remove the obstructions to install the sheeting as shown on the Contract Plans. The wall layout shall not change to avoid obstructions without prior approval from the Owner and the Engineer. In the case where existing grade is excavated to remove disturbances, ensure that the maximum exposed grade difference is less than the design height of 4'. If the difference is greater, backfill in front of the wall as needed.

Place a stone pocket, subsurface drainage geotextile, and an 8 inch corrugated steel underdrain pipe as shown on the Plans. Ensure that the perforation are at the bottom. Join underdrains according to the manufacturer's recommendations. Seal the dead ends of pipe underdrain with a pipe cap.

Permanent Sheeting shall be painted with color Black in accordance with 912.01.01 to the limits shown on the Contract Plans. Any damage to the painting shall be repaired in accordance with the Standard Specifications.

#### 501.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The Borough will measure the square footage of PERMANENT SHEETING by multiplying the average height and length of sheeting that is driven. The Borough will determine the average height by extending a line from the minimum tip elevation of sheeting to the cut-off elevation of the sheeting as shown on the plans complete and in place.

All cost of material, equipment and labor required to install underdrain pipe behind the sheeting shall be included in the price bid for the pay item PERMANENT SHEETING.

No additional payment will be made for any engineering fees, working drawings, redesign fees, and all necessary items to complete the task. All cost of obstruction removal, painting and painting repairs shall be included in the price bid for the pay item PERMANENT SHEETING.

## SECTION 502 – LOAD BEARING PILES

### 502.01 DESCRIPTION

THE ENTIRE SECTION IS REPLACED AS FOLLOW:

This Section describes the requirements for furnishing and installing steel sheeting.



**501.03 CONSTRUCTION**

**502.03.01 Furnishing Pile Driving Equipment**

THE ENTIRE SUBSECTION IS REPLACED AS FOLLOW:

The Contractor shall submit a driving plan with equipment to be used for installing sheeting using barge system with anchoring if needed. The plan shall include a staging area and a laydown area for approval.

**502.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

All cost of mobilization, material, equipment, labor, any permits, if required, any engineering fees, working drawings, to install sheeting as shown on the Contract Plans shall be included in the price bid for the pay item FURNISHING EQUIPMENT FOR DRIVING PILES.

**SECTION 506 – STRUCTURAL STEEL**

**506.01 DESCRIPTION**

THE ENTIRE SECTION IS REPLACED AS FOLLOW:

This Section describes the requirements for furnishing and erecting the steel cap to be installed on top of the permanent sheeting including the steel bent plate, filler plate, high strength bolts, nuts, and washers.

**506.02 MATERIALS**

THE FOLLOWING IS ADDED:

Inorganic Zinc Coating System.....912.01.01

**503.03 CONSTRUCTION**

**506.03.01 Structural Steel**

PART B IS CHANGED TO:

**B. Erection Plan.** At least 30 days before the pre-erection meeting, submit working drawings for approval, as specified in 105.05, regarding the plan of operations to the RE. Include, at a minimum, the following in the plan:

1. Number and type of manpower and equipment.
2. Shipping procedures.
3. Lifting procedures.
4. Beam erecting sequence, including method of setting bearings and diaphragms.
5. Temporary bracing.
6. Manufacturer’s recommendations.
7. Procedures for employee safety.
8. Traffic control and protection.

PART G IS ADDED:

**G. Painting.** Steel cap shall be painted with color Black in accordance with 912.01.01. Any damage to the painting shall be repaired in accordance with the Standard Specifications.

**506.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
STRUCTURAL STEEL	LUMP SUM

All cost of mobilization, material, equipment, labor, working drawings, painting and painting repairs, to install steel cap as shown on the Contract Plans shall be included in the price bid for the pay item STRUCTURAL STEEL.

Steel cap size plate may require adjustment to account for construction tolerances of sheeting installation. No additional payment will be made for steel cap size adjustment. All cost of field welding steel cap shall be included in the price bid for the pay item STRUCTURAL STEEL.

**APPENDIX A**

**FREEHOLD SOIL CONSERVATION DISTRICT  
CERTIFICATION LETTER**



## FREEHOLD SOIL CONSERVATION DISTRICT

(Serving Middlesex and Monmouth Counties)

4000 Kozloski Road, P.O. Box 5033  
Freehold, New Jersey 07728-5033

Tel: (732) 683-8500

Fax: (732) 683-9140

E-mail: [info@freeholdscd.org](mailto:info@freeholdscd.org)

Website: [www.freeholdsoil.org](http://www.freeholdsoil.org)

10/7/20

BOROUGH OF CARTERET  
61 COOKE AVENUE  
CARTERET NJ 07008

Ref.#: 2020-0573  
Proj.: FERRY TERMINAL  
Twp. : CARTERET  
Block: 304  
Lots : 2.01, 2.02

### CERTIFICATION LETTER

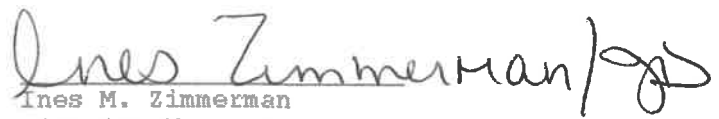
Pursuant to the New Jersey Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et. seq., Chapter 251, P.L. 1975 and as amended by C. 264, P.L. 77 and C. 459, P.L. 79, the Freehold Soil Conservation District hereby grants certification of the soil erosion and sediment control plan for the above referenced project, subject to the following:

1. That the applicant carries out all land disturbance activities in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, promulgated by the State Soil Conservation Committee.
2. The owner/applicant must obtain a District issued Report of Compliance prior to the issuance of any Certificates of Occupancy by the municipality.
3. Changes in the certified plan relating to, or that will affect land disturbance on the site, must be submitted to the District office for certification.
4. The owner / applicant must notify the District forty-eight (48) hours prior to any land disturbing activity.

A copy of the certified plan must be kept on the job site at all times.

This plan certification is valid for 3 ½ years (**valid until 4/7/2024**), and is limited to the controls specified in this plan. It is not authorization to engage in proposed land use unless the municipality or other controlling agency has previously approved such use. Failure to comply with the above conditions may result in the issuance of a **STOP CONSTRUCTION ORDER**.

Sincerely,

  
Ines M. Zimmerman  
District Manager

cc: Planning Board  
Construction Official  
Municipal Engineer  
Applicant's Engineer



**FREEHOLD SOIL CONSERVATION DISTRICT**

(Serving Middlesex and Monmouth Counties)

4000 Kozloski Road, P.O. Box 5033

Freehold, New Jersey 07728-5033

Tel: (732) 683-8500

Fax: (732) 683-9140

E-mail: [info@freeholdscd.org](mailto:info@freeholdscd.org)

Website: [www.freeholdsoil.org](http://www.freeholdsoil.org)

**BOROUGH OF CARTERET**

**61 COOKE AVENUE**

**CARTERET NJ 07008**

10/7/2020

Ref.#: 2020-0573

Proj.: FERRY TERMINAL

Twp. : CARTERET

Block: 304

Lots : 2.01

Acres: 7.25

SCD Certification Code: **9TT5I9DI60**

Dear BOROUGH OF CARTERET

The project referenced above requires an authorization to discharge stormwater be obtained under NJ Pollutant Discharge Elimination System (NJPDDES), Stormwater Construction General Permit No. NJG0088323 (5G3) pursuant to N.J.A.C. 7:14-1.2 prior to beginning construction. It is required that you submit a Request for Authorization (RFA) and process payment electronically utilizing the NJ Department of Environmental Protection (NJDEP) Stormwater Construction Activity E-Permitting System.

In order to access the E-Permitting system, you must first become a registered user of NJDEP online at <http://www.nj.gov/dep/online>. A certification PIN will be generated and e-mailed to you. Once registered, you may file for a RFA online on the screen titled "SCD Certified Plan" by entering the reference number and the SCD certification code provided above. Please note: the certification code is case sensitive.

If you have any questions regarding this information or any other aspect of the E-Permitting system, please contact Daniel Kuti, NJDEP Bureau of Nonpoint Pollution Control at (609) 633-7021 or via email at [PortalComments@dep.state.nj.us](mailto:PortalComments@dep.state.nj.us)

## **APPENDIX B**

**NJDEP DIVISION OF LAND USE REGULATION  
APPROVALS FOR  
WATERFRONT DEVELOPMENT INDIVIDUAL PERMIT (WATERWARD)  
FLOOD HAZARD AREA INDIVIDUAL PERMIT – OTHER  
FRESHWATER WETLANDS GENERAL PERMIT GP11 OUTFALLS/ INTAKE STRUCTURES  
FRESH WATER WETLANDS GENERAL PERMIT GP7 HUMAN-MADE DITCHES/SWALES IN  
HEADWATERS  
VERIFICATION-METHOD 2 (FEMA TIDAL METHOS)  
WATERFRONT DEVELOPMENT INDIVIDUAL PERMIT – COMMERCIAL (LANDWARD)  
WATER QUALITY CERTIFICATE**



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATERSHED & LAND MANAGEMENT**  
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
www.nj.gov/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 terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date <b>8/10/2021</b>
		Expiration Date <b>8/9/2026</b>
<b>Permit Number(s):</b> 1201-08-0001.1 LUP200002	<b>Type of Approval(s):</b> WFD IP-Commercial (Waterward) FHA Individual Permit-Other FWW GP11 Outfalls/Intake Structures FWW GP7 Human-made Ditches/Swales in Headwaters Verification-Method 2 (FEMA Tidal Method) WFD-IP-Commercial (Landward) Water Quality Certificate	<b>Governing Rule(s):</b> N.J.A.C. 7:13-1.1(b) N.J.A.C. 7:7-1.1(a) N.J.A.C. 7:7A-1.1(a)
<b>Permittee:</b> Borough Of Carteret  61 Cooke Ave Carteret, NJ 07008	<b>Site Location:</b> Block(s) & Lot(s): [201, 1.02] [304, 2.01] [304, 2.02] [5.01, 1.01] [5.02, 2.01] Municipality: Carteret Boro County: Middlesex	
<b>Description of Authorized Activities:</b>  <p>This document authorizes the construction of a ferry terminal on the parcels referenced above. These activities include the construction of 696 parking spaces, stormwater infrastructure, terminal building, a 200 foot long floating wave screen, a 49 foot by 10 foot aluminum gangway, a 27 foot by 10 foot aluminum gangway, a 40 foot by 40 foot floating platform, a 30 foot by 15 foot platform, 18 – 30 inch piles supporting a floating donut fender, 12 – 18 inch piles supporting floating docks/platforms, 18 – 12 inch piles supporting a wave screen, a 36 inch stormwater outfall, 150 linear feet of rip rap shoreline stabilization, a timber access stairway, timber access ramp, 20 foot by 20 foot timber platform, approximately 150 foot steel sheet pile wall, and approximately 18,173 cubic yards of mechanical dredging. Two, 80 foot ferry boats (149 passenger capacity) will utilize the terminal.</p> <p>Shoreline stabilization will occur in a degraded riparian zone. Limited riparian zone vegetation will be impacted. Permittee will upgrade the existing wetlands by planting wetland vegetation as noted on the approved plans.</p> <p><i>The Department has determined that the herein approved activities meet the requirements of the (FHACA/CZM) rules. This approval does not obviate the local Floodplain Administrator's responsibility to ensure all development occurring</i></p>		
<b>Prepared by:</b>  Jeff Thein	<b>Received and/or Recorded by County Clerk:</b>	
<p>If the permittee undertakes any regulated activity, project, or development authorized under this 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 requirements of the permit and all conditions therein.</p>		
<p><b>This permit is not valid unless authorizing signature appears on the last page.</b></p>		

**STATEMENT OF AUTHORIZED IMPACTS:**

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:13-21.8; N.J.A.C. 7:7-2.1; N.J.A.C. 7:7A-19.11

<b>FWW GP7 Human-made Ditches/Swales in Headwaters</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Freshwater wetlands</b>	0	0
<b>Transition areas</b>	0.05	0

<b>FWW GP11 Outfalls/Intake Structures</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Freshwater wetlands</b>	0	0
<b>Transition areas</b>	0.02	0

<b>Riparian Zone Vegetation</b>	<b>Area of riparian zone (Acres)</b>
<b>Permanent Disturbed</b>	0.188
<b>Temporary Disturbed</b>	0

<b>WFD IP- Commercial/Industrial/Public(Waterward)</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Shellfish habitat</b>	0	0
<b>Intertidal subtidal shallows (ISS)</b>	0.45	0

**FLOOD HAZARD/STORMWATER MANAGEMENT CONDITIONS:**

1. **Recording of Permit:** This portion of the permit verifies the Flood Hazard Area Elevation of 14 feet NAVD88. It also verifies that there is no floodway and a 50' riparian zone on site. This permit shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Division immediately thereafter. **NOTE:** The following information is to be submitted to the clerk for all Flood Hazard Area Verifications:
  - a. The Department file number for the verification;
  - b. The approval and expiration dates of the verification;
  - c. A metes and bounds description of any flood hazard area limit and/or floodway limit approved under the verification;



- d. The flood hazard area design flood elevation, or range of elevations if variable, approved under the verification;
  - e. The width and location of any riparian zone approved under the verification; and
  - f. The following statement: “The State of New Jersey has determined that all or a portion of this lot lies in a flood hazard area. Certain activities in flood hazard areas are regulated by the New Jersey Department of Environmental Protection and some activities may be prohibited on this site or may first require a permit. Contact the Division of Land Use Regulation at (609) 777-0454 for more information prior to any construction onsite.”
2. The applicant shall make specific arrangements to ensure the continuous maintenance and efficient operation of all proposed stormwater management measures onsite. This includes the inspection (and cleaning where necessary) of any and all constructed swales, porous pavement and inlets at least four times per year and after every major storm totaling 1 inch of rainfall or more, the inspection and cleaning of any and all mechanical treatment devices in accordance with the Departments certification letters (downloadable at <https://www.njstormwater.org/treatment.html>), the use of appropriate soil conservation practices onsite, and any other reasonable effort required to maintain the stormwater management system in good working order.
  3. The Department has determined that this project meets the requirements of the Stormwater Management rules at N.J.A.C. 7:8. Any future expansion or alteration of the approved stormwater management system, which would affect water quality, increase the rate or volume of stormwater leaving the site, affect the infiltration capacity on the site, or alter the approved low impact site design, shall be reviewed and approved by the Department prior to construction. This includes any proposed changes to the discharge characteristics of any basin, the construction of new inlets or pipes that tie into the storm sewer network and/or the replacement of existing inlets or pipes with structures of different capacity.
  4. Any new, reconstructed, enlarged, or elevated structure within a flood hazard area shall be secured to resist flotation, collapse, and displacement due to hydrostatic and hydrodynamic forces from floodwaters.
  5. Since the proposed building is within a **Coastal A Zone** according to the latest FEMA Preliminary map, the applicant must design the structure in accordance with the National Flood Insurance Program (NFIP) design standards. The area below the building should remain open to allow for the safe passage of floodwaters and be designed in accordance with FEMA’s Technical Bulletin 5, “Free of Obstruction Requirements for Buildings Located in Coastal High Hazard Areas”.
  6. The minimum elevation of the bottom of the lowest horizontal structural member for the proposed building shall be 15’ NAVD88. The construction of any habitable area below this elevation, such as a basement is prohibited.
  7. The decision to grant this permit did not include a structural review of the proposed activities with regard to the International Building Code; nor did it include a comparative review of any local flood ordinances which may apply. As such, the proposed structure/s may not fully comply with the provisions of the International Building Code or meet the requirements of the appropriate local flood ordinances. Consequently, the construction official for the municipality in which this project is located may reserve the right to modify the design of, or deny the erection of those

structures which do not meet the appropriate flood ordinances or construction codes which are within local jurisdiction.

8. It should be noted that fill associated with the building (structural fill) does not meet NFIP requirements. Any proposed fill on the site should meet the requirements of the Federal Flood Reduction Standards, 44 C.F.R. Part 60 & FEMA's Technical Bulletin 5.
9. Prior to the start of any construction onsite, the applicant/owner shall sign a Department approved conservation restriction to guarantee the preservation of any regulated area utilized for compliance with the Stormwater Management Rules at N.J.A.C. 7:8. Specifically, the porous pavement as shown on the approved plan(s). This restriction shall be included in the deed of the property and shall be recorded with the local County Clerk (the registrar of deeds and mortgages). This restriction shall run with the land and be binding upon all successive owners, and all land surveys of the property shall show the protected areas onsite. This restriction shall conform to the format and content of the model Grant of Conservation Restriction/Easement (Stormwater Management Strategies Protection Area), downloadable at [www.nj.gov/dep/landuse/forms/](http://www.nj.gov/dep/landuse/forms/). Please submit a copy of the draft restriction to [project manager] of this office for review prior to recording, as well as the final restriction once filed. Regulated activities shall not commence onsite until the permittee has submitted adequate proof that this restriction has been recorded as required above and has received written confirmation of the same from the Department.
10. All excavated material shall be disposed of in a lawful manner. For example, it should be placed outside of any flood hazard area, riparian zone, regulated water, freshwater wetland and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.

**SPECIAL CONDITIONS:**

1. No in-water work shall take place between January 1 to June 30 to protect winter flounder and anadromous fish.
2. Dredging shall be limited to an authorized project depth of -17' below mean low water (MLW). The volume shall be limited to approximately 18,172 cubic yards.
3. The applicant shall exercise caution and employ all reasonable controls to minimize the release of sedimentation into the adjacent waters during the dredging and dewatering process.
4. The dredge shall be operated so as to control the rate of descent of the bucket so as to maximize the vertical cut of the clamshell bucket while not penetrating the sediment beyond the vertical dimension of the open bucket (i.e. overfilling the bucket). This will reduce the amount of free water in the dredged material, will avoid overfilling the bucket, and minimize the number of dredge bucket cycles needed to complete the dredging contract.
5. The closed clamshell environmental bucket shall be lifted slowly through the water, at a rate of 2 feet per second or less.
6. Dredged material shall be placed into the barge in a manner that prevents spillage of the material overboard.

7. The discharge (i.e. “overflow”) of water from the barge/scow into which dredged material is placed is prohibited.
8. All barges or scows used to hold, or transport dredged material shall be of solid hull construction or be sealed with concrete.
9. The gunwales of the dredge scows shall not be rinsed or hosed during dredging except to the extent necessary to ensure the safety of workers maneuvering on the dredge scows.
10. All decant water holding scows shall be water tight and of solid hull construction.
11. Decant water from this project may only be discharged into the channel from where the dredged material originated, in close proximity to the dredging contract area. Discharge to another receiving waterbody requires prior approval from the Department and may require a New Jersey Discharge Pollutant Elimination System/Discharge to Surface Water (NJDPES/DSW) permit.
12. All water shall be held in the decant holding scow a minimum of 24 hours after the last addition of water to the scow. The decant water may only be discharged after this 24-hour retention period.
13. During pumping of the decant water from the holding scow, great care shall be taken to avoid re-suspending or pumping sediment which has settled in the decant holding scow.
14. A spill plate shall be placed between the barge and the upland property during the off-loading of material on the upland property. The spill plate shall be maintained during the entire off-loading operation at this site.
15. This permit authorizes the placement of approximately 18,173 cubic yards (yds<sup>3</sup>) of dredged material from this project at the Middlesex County Utilities Authority Landfill.
16. Dredged material from this project shall be processed using a minimum of 8% Portland Cement on barges prior to placement on-site.
17. If the permittee elects to dispose/use the dredged material from this project at an alternate location, written authorization must be obtained from the Office of Dredging and Sediment Technology prior to the transport of any dredged material to said alternative disposal/use location. Any alternate disposal/use location must obtain all required state, local and federal permits before the Office would grant a modification of this permit to transport dredged material to the alternate location.
18. The site has been remediated under Site Remediation Program Interest Number 008221. The Licensed Site Remediation Professional for this site is Scott Drew, LSRP#572337. No activities shall occur without approval from the LSRP.
19. Permittee shall comply with all conditions and requirements of the United States Coast Guard and Harbor Safety, Operations, and Navigation Committee of the Port Authority of NY and NJ.

### **Intertidal and Subtidal Shallows or Tidal Wetlands Mitigation Conditions-non single family**

1. **Within 30 days of issuance of this permit**, the permittee shall submit a mitigation proposal to mitigate for the loss of **0.45** acres of intertidal and subtidal shallows to the Division of Land Resource Protection (Division) for review and approval.

2. All mitigation shall be conducted prior to or concurrent with the construction of the approved project (**N.J.A.C. 7:7-17.3**). Concurrent means that at any given time, the mitigation must track at the same or greater percentage of completion as the project as a whole.
3. The permittee shall mitigate for the loss of **0.45** acres of intertidal and subtidal shallows through the creation of intertidal and subtidal shallows, at a creation to loss ratio of 1:1, on the site where the filling occurred.
4. If mitigation for the filling of intertidal and subtidal shallows is not feasible onsite then mitigation shall be performed offsite through the creation of intertidal and subtidal shallows at a ratio of 1:1 within the same estuary as the site of the filling or through the purchase of in-kind credits from a mitigation bank with a service area that includes the site of the filling.
5. If mitigation for the filling of intertidal and subtidal shallows is not feasible onsite or offsite, then mitigation shall be in the form of restoration, creation, or enhancement of a wetland within the same estuary as the site of the filling in accordance with N.J.A.C. 7:7-17.13 or through the purchase of out-of-kind wetland credits from a mitigation bank with a service area that includes the site of the filling.
6. If the permittee is purchasing credits from a mitigation bank to satisfy a mitigation requirement (see N.J.A.C. 7:17.11(d)), the permittee shall submit proof of purchase for **0.45** mitigation credits from an approved wetland mitigation bank to the attention of the Mitigation Unit Supervisor, NJDEP, Division of Land Resource Protection at Mail Code 501-02A, P.O. Box 420, Trenton, NJ 08625-0420.

As of the date of this permit, **there are no mitigation banks** serving your project area. Additional banks may be approved at any time, so please contact the Mitigation Unit for the most up to date service area information if you would like additional options.

7. If mitigation for the filling of intertidal and subtidal shallows is not feasible, then mitigation shall be in the form of one or both of the following, as determined in consultation with the Department:
  - a. Upland preservation in accordance with the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-15.9; or
  - b. In-lieu fee payment in accordance with N.J.A.C. 7:7-17.16.
8. If mitigation for the filling of intertidal and subtidal shallows as described above is not feasible, then mitigation shall be in the form of a land donation in accordance with the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-15.19.
9. If the permittee is proposing to construct an on-site intertidal subtidal shallows creation project, (see N.J.A.C. 7:17.11(b)) one acre of creation must be performed for each acre

disturbed. If the permittee is proposing to mitigate through off-site creation, restoration or enhancement project, or by purchasing credits from a mitigation bank serving the area an enhancement or creation project, the ratio of disturbance to mitigation required shall be in accordance with N.J.A.C. 7:7-17.11(c) through (g). If proposing onsite or offsite mitigation, provide the following:

- a. Within 30 days of the issuance of this permit, submit for review and approval, a conceptual plan showing the location and proposed hydrology of the mitigation site; and
  - b. Within 30 days of receiving Division approval of the conceptual mitigation proposal, submit a final design of the mitigation project.
10. The following requirements will apply to an onsite or offsite intertidal subtidal shallows mitigation project:
- a. Obtain a secured bond, or other financial surety acceptable to the Department, and in an amount consistent with the requirements at N.J.A.C. 7:7-17.
  - b. Complete, sign and file with the County Clerk (the Registrar of Deeds and Mortgages in some counties), a conservation restriction protecting the mitigation site that meets the requirements of N.J.A.C. 7:7-18.
  - c. Notify the Mitigation Unit at the Division of Land Resource Protection in writing at least 30 days prior to the start of construction of the wetland mitigation project to arrange an on-site pre-construction meeting among the permittee, the contractor, the consultant and the Division.
  - d. In accordance with N.J.A.C. 7:7-17.11(h), within 60 days following the completion of the mitigation project, submit a Construction Completion Report to the Division detailing as-built conditions (see below) and any changes to the approved mitigation plan that were made during construction (N.J.A.C. 7:7-17.11(h)). The Construction Completion Report shall contain, at a minimum, the following information:
    - i. A completed Wetland Mitigation Project Completion of Construction Form that certifies the mitigation project has been constructed as designed and that the proposed area of wetland creation, restoration or enhancement has been accomplished. This form is located at on the Division's website at: [www.nj.gov/dep/landuse](http://www.nj.gov/dep/landuse) in the Mitigation tab of Forms & Checklists.
    - ii. An as-built plan of the completed mitigation area showing grading and any structures included in the approved mitigation proposal;
    - iii. Photographs, both pre and post construction, of the intertidal and subtidal shallows mitigation project including a photo location map as well as the GPS waypoints in NJ state plane coordinates NAD 1983; and

- (1) For ISS creation projects only, provide documentation that the mitigation site meets the definition of an intertidal and subtidal shallow as defined at N.J.A.C. 7:7-9.15; and
  - e. Monitor the mitigation site in accordance with N.J.A.C. 7:7-17.11(i), (j), and (k).
11. Once the required monitoring period has expired and the permittee has submitted the final monitoring report, the Division will make the finding that the mitigation project is either a success or a failure (see N.J.A.C. 7:7-17.11(k)). This mitigation project will be considered successful if the permittee demonstrates all of the following:
- i. That the goals of the ISS mitigation project, including acreage as stated in the approved mitigation proposal and the permit, have been satisfied. The permittee shall submit a field delineation of the ISS mitigation project which shows the exact acreage of ISS in the mitigation area;
  - ii. The mitigation site is an intertidal and subtidal shallows area, as defined at N.J.A.C. 7:7-9.15, or tidal water. The documentation shall include tidal data, topography for the spring high tide line, photographs, and field observation notes collected throughout the monitoring period;
  - iii. The mitigation meets all applicable requirements of Subchapter 17 of the Coastal Zone Management Rules (N.J.A.C. 7:7-17);
  - iv. The mitigator has executed and recorded a conservation restriction that meets the requirements of N.J.A.C. 7:7-18.
12. The permittee is responsible for assuming all liability for any corrective work necessary to meet the success criteria established above (N.J.A.C. 7:7-17.13(h)). The Division will notify the permittee in writing if the mitigation project is a failure and the permittee shall submit a revised mitigation plan or alternative mitigation proposal to satisfy the mitigation requirement. No financial surety will be released until such time that the permittee satisfies the success criteria.

**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 or designee 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 of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Watershed & Land Management 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:
  - i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
9. 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.
10. 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.
11. 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.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:

- i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
  - iii. 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; and
  - iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
14. 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, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, 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.
  15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
  16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
  17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
  18. 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.
  19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
  20. 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.
  21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
  22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
  23. A permit can be modified, suspended, or terminated by the Department for cause.



24. 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.
25. 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.
26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
27. 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 Watershed & Land Management at the address listed on page one of this permit.

**APPROVED PLANS:**

The drawings hereby approved consist of twenty-one (21) sheets prepared by T&M Associates, dated August 21, 2020, unless otherwise noted, and entitled:

“BOROUGH OF CARTERET PROPOSED CARTERET FERRY TERMINAL AT  
ARTHUR KILL (BLOCK 304 LOTS 2.01 AND 2.02) BOROUGH OF CARTERET,  
MIDDLESEX COUNTY, NEW JERSEY”


“CONSTRUCTION PLAN”, sheet no. 4 of 22,  
“GRADING AND DRAINAGE PLAN”, sheet no. 5 of 22, revised August 10,  
2021  
“PERMIT PLAN 1”, sheet no. 6 of 22,  
“PERMIT PLAN 2”, sheet no. 7 of 22,  
“DREDGING CROSS SECTIONS”, sheets 8 through 12,  
“GENERAL PLAN AND ELEVATIONS”, sheet 13 of 22,  
“STRUCTURAL NOTES”, sheet 14 of 22,  
“RETAINING WALL”, sheet no. 15 of 22,  
“LANDSCAPING PLAN”, sheet 16 of 22,  
“SOIL EROSION AND SEDIMENT CONTROL PLAN”, sheet 17 of 22,  
“SOIL RESTORATION PLAN”, sheet 18 of 22,  
“SOIL EROSION AND SEDIMENT CONTROL NOTES”, sheet 19 of 22,  
“SOIL EROSION AND SEDIMENT CONTROL DETAILS”, sheet 20 of 22,  
“CONSTRUCTION DETAILS”, sheet no. 21 of 22, revised August 10, 2021  
“CONSTRUCTION DETAILS”, sheet no. 22 of 22.  
“FLOOD HAZARD AREA-EXISTING CONDITIONS”, sheet no. 1 of 2, dated  
August 10, 2021, unrevised,  
“FLOOD HAZARD AREA-PROPOSED CONDITIONS”, sheet no. 2 of 2, dated  
August 10, 2021, unrevised.

**APPEAL OF DECISION:**

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at [www.nj.gov/dep/bulletin](http://www.nj.gov/dep/bulletin)). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at [www.nj.gov/dep/landuse/forms.html](http://www.nj.gov/dep/landuse/forms.html)). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of Watershed & Land Management at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information on this process.

If you need clarification on any section of this permit or conditions, please contact Watershed & Land Management's Technical Support Call Center at (609) 777-0454.

Approved By:

 2021.08.10  
16:41:53 -04'00'

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Suzanne Biggins, Supervisor  
Watershed & Land Management

c: Municipal Clerk, Carteret Boro  
Municipal Construction Official, Carteret Boro  
Agent (original) – Kristopher Krzyston

## **APPENDIX C**

**U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT  
PERMIT APPROVAL**



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT  
JACOB K. JAVITS FEDERAL BUILDING  
26 FEDERAL PLAZA  
NEW YORK NEW YORK 10278-0090

Regulatory Functions Branch

25 FEB 2022

SUBJECT: Permit Application Number NAN-2020-00040-EBR by Borough of Carteret, NJ to Construct Ferry Docking Structures in the Arthur Kill with Dredging

Borough of Carteret  
The Honorable Daniel Reiman  
61 Cooke Avenue  
Carteret, New Jersey 07008

Dear Mayor Reiman:

1. Decision-making for the subject permit application by your agency is completed.
2. This s letter is being sent to you electronically and includes an unsigned copy of the proffered Department of the Army authorization for the regulated work in the subject permit application.
3. If your agency agrees to all statements and conditions included in the enclosed proffered draft permit, have the permit form signed by an officer authorized to sign for your agency and return the signed copy to this office or review and issuance. The agency officer can either sign the permit by adding an electronic signature, or the signature page can be printed, signed by hand, and scanned.
4. Your agency's signed copy is to be accompanied by a copy of the section of the law, code or regulation showing the authority of the officer signing the permit for and behalf of your agency. This supporting documentation must be certified by the custodian of such records, under seal, or notarized, to be true copies.
5. Please send the agency-signed copy to [CENAN-R-Permit-App@usace.army.mil](mailto:CENAN-R-Permit-App@usace.army.mil); copying [William.Bruno@usace.army.mil](mailto:William.Bruno@usace.army.mil) .
6. Upon receipt of the electronic signed file(s) by this office, they will be reviewed for compliance with the requirements as described above. If found complete and correct, the signed permit form will be signed at this office. The signed issued permit will be returned to you electronically. A reminder, no regulated work may begin until your agency receives the issued signed permit.

Regulatory Functions Branch

25 FEB 2022

SUBJECT: Permit Application Number NAN-2020-00040-EBR by Borough of Carteret, NJ to Construct Ferry Docking Structures in the Arthur Kill with Dredging

7. This letter contains an initial proffered draft permit for your agency's regulated activity. If your agency objects to this permit application decision because of certain terms and conditions therein, your agency may request that the permit decision be modified accordingly under Corps of Engineers regulations at Title 33 Code of Federal regulations (CFR) 331. Enclosed to this letter you will find a combined Notification of Appeal Process (NAP) and Request for Appeal (RFA) form. If your agency objects to this permit decision your agency must submit a completed Request for Appeal (RFA) form to the New York District Office at:

Stephan A. Ryba  
Chief, Regulatory Functions Branch  
New York District Corps of Engineers  
c/o PSC Mail Center  
26 Federal Plaza, Room 16-406  
New York, New York 10278-0090


or

Email the complete form to [CENAN-R-Permit-App@usace.army.mil](mailto:CENAN-R-Permit-App@usace.army.mil)

8. In order for a Request for Appeal (RFA) form to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under Title 33 Code of Federal regulations (CFR) 331.5, and that it has been received by the District Office within 60 days of the date of the Notification of Appeal Process (NAP).

9. Should your agency decide to submit a Request for Appeal (RFA) form, it must be received at the above address prior to 23 APRIL 2022. It is not necessary to submit a Request for Appeal (RFA) form to the District Office if you do not object to the permit decision in this letter.

10. If any questions should arise concerning this matter, please contact Mr. William T. Bruno, of my staff, at (917) 790-8516 or [William.Bruno@usace.army.mil](mailto:William.Bruno@usace.army.mil).

  
THOMAS M. CREAMER  
Chief of Operations, Readiness  
and Regulatory Functions Division

Enclosures  
as stated

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Borough of Carteret, NJ  
61 Cooke Avenue  
Carteret, New Jersey 07008

**Permit Number:** NAN-2020-00040

**Permit Date:** \_\_\_\_\_

**Issuing Office:** US Army Corps of Engineers, New York District

**NOTE:** The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:**

One-time construction dredging, via mechanical environmental clamshell bucket dredge, a total of approximately 19,500 cubic yards (CYs) from an irregularly shaped approximately 67,500 square foot area to a maximum depth of minus 17 feet Mean Lower Low Water Datum. The dredged material shall be carefully placed into hopper barges and ultimately placed at a State-approved upland site. Intentional barge water overflow to maximize the volume of dredged material in the barge is not authorized. Decanting of excess barge water at the dredging site after sediment settlement is authorized IAW enclosed State-issued water quality certificate.

Construct within and above regulated tidal waters and not extending more than 98 feet into the waterway measured from the line of Mean High Water on the shoreline and maintaining a minimum clear setback of 105 feet from the western mapped edge limit of the floor of the Congressionally authorized New York & New Jersey Channels Federal navigation

- a. One hundred and fifty (150) linear feet of rock riprap shoreline stabilization at the Spring High Tide line.
- b. A 40-foot by 40-foot floating pier platform and a 30-foot by 15-foot floating pier platform secured in place by twelve (12) 18-inch-diameter steel-hollow-tube driven pilings subsequently filled with concrete for structural integrity; with passengers' access via two 10-foot-wide variable gangways from the upland timber walkway structures.
- c. A floating system of donut-fendering-bumpers secured in place by eighteen (18) 30-inch-diameter steel-hollow-tube driven pilings subsequently filled with concrete for structural integrity.
- d. A 200-foot-long and 9.5-foot-wide floating wave screen structure secured in place by eighteen (18) 12-inch-diameter steel-hollow-tube driven pilings subsequently filled with concrete for structural integrity.

**PERMITTEE: Borough of Carteret, NJ**  
**PERMIT NUMBER: NAN-2020-00040**

**e. The forty-eight (48) steel-hollow-tube driven pilings will occupy a total 142 square feet of the bay bottom and be filled with 96 CYs of concrete fill material as measured below the plane of Spring High Tide.**

**All work shall be performed in accordance with the enclosed dated permit drawings; stated Special Conditions (A) through (I) listed below, and the New Jersey Department of Environmental Protection issued Section 401 Water Quality Certification Permit 1201-08-0001.1 LUP200002, dated of August 10, 2021; all of which are hereby made part of this permit.**

**Project Location:**

**IN: Arthur Kill**

**AT: Off of Carteret Industrial Road , Borough of Carteret, Middlesex County, NJ**

**Permit Conditions:**

**General Conditions:**

**1. Time limit for completing the regulated work authorized herein ends on \_\_\_\_\_.**  
**If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least two (2) months before the above date is reached.**

**2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.**

**3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.**

**4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.**

**5. The permittee shall allow representatives from this office to inspect the authorized activities at any time deemed necessary; and shall promptly provide any required written reports, to ensure that authorized activities are being or have been accomplished in accordance with the terms and conditions of this permit.**

**Special Conditions:**

- (A) 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.
- (B) The permittee shall not conduct in-water activities associated with dredging, bulkhead construction, and steel pile installation from March 1 to June 30 of any calendar year to minimize impacts to anadromous fish.
- (C) The permittee shall utilize best management practices when pouring concrete to avoid contact with water, including but not limited to pumping the concrete into sealed forms and removing the forms once the concrete has cured.
- (D) The permittee shall utilize best management practices available to minimize turbidity during all in-water work as well as prevent construction materials, including debris, from entering any waterway to become drift or pollution hazards.
- (E) The permittee shall submit the following information, at a minimum, to the First Coast Guard District by email [D1LNM@uscg.mil](mailto:D1LNM@uscg.mil) or fax (617) 223-8291 a minimum of 14 calendar days before starting in-water operations for publication in the Local Notice to Mariners:

Date of submission to First Coast Guard District  
Name, phone number, and email address of project point of contact  
Marine Construction Company Name  
Type of In-Water Work  
Waterway and location where work will be done  
Latitude & Longitude of work area (Degrees, Minutes, Thousandths of seconds)  
Work Start & Stop dates and Hours of Operation  
Equipment on scene  
Passing Arrangements / Time to move vessels to not impede navigation  
VHF Radio Channel monitored  
Dredged Material Disposal Site (if used)  
NOAA Chart Number for the area

- (F) The permittee shall notify National Oceanic and Atmospheric Administration of project completion and specifications so they may initiate the appropriate chart and Coast Pilot corrections. This notification shall be submitted by email to [ocs.ndb@noaa.gov](mailto:ocs.ndb@noaa.gov), and shall include: a copy of Department of the Army Permit; as-built drawings; and a completed NOAA Permit/Public Notice Status Report form, available online at



PERMITTEE: Borough of Carteret, NJ  
PERMIT NUMBER: NAN-2020-00040

<https://nauticalcharts.noaa.gov/charts/docs/charts-updates/Permit-Public-Notice.pdf>

- (G) The permittee shall ensure any current, or future, outdoor lighting is located or shielded so that it is not confused with any aids to navigation and does not interfere with navigation on the adjacent waterway. If installed, the lights must be white and non-flashing.
- (H) The permittee shall move dredging equipment **ON DEMAND** to allow commercial vessels to transit the area being dredged. Coordinate dredge movement protocols with the Vessel Traffic Service New York watch supervisor, who can be reached at (718) 354-4088 or [SECNYVTS@uscg.mil](mailto:SECNYVTS@uscg.mil)
- (I) The permittee shall contact Coast Guard Sector New York's Maritime Transportation Security Act staff at (718) 354-4244 to determine if any security requirements are necessary for the ferry landing.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).

(X) Section 404 of the Clean Water Act (33 U.S. Code 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: in issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

**PERMITTEE: Borough of Carteret, NJ**  
**PERMIT NUMBER: NAN-2020-00040**

**4. Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

**5. Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

**6. Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

\_\_\_\_\_  
(PERMITTEE)  
Borough of Carteret

\_\_\_\_\_  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

\_\_\_\_\_  
(COMMANDER AND DISTRICT ENGINEER)

\_\_\_\_\_  
(DATE)

FOR AND IN BEHALF OF  
Matthew W. Luzzatto  
Colonel, U.S. Army  
Commander and District Engineer

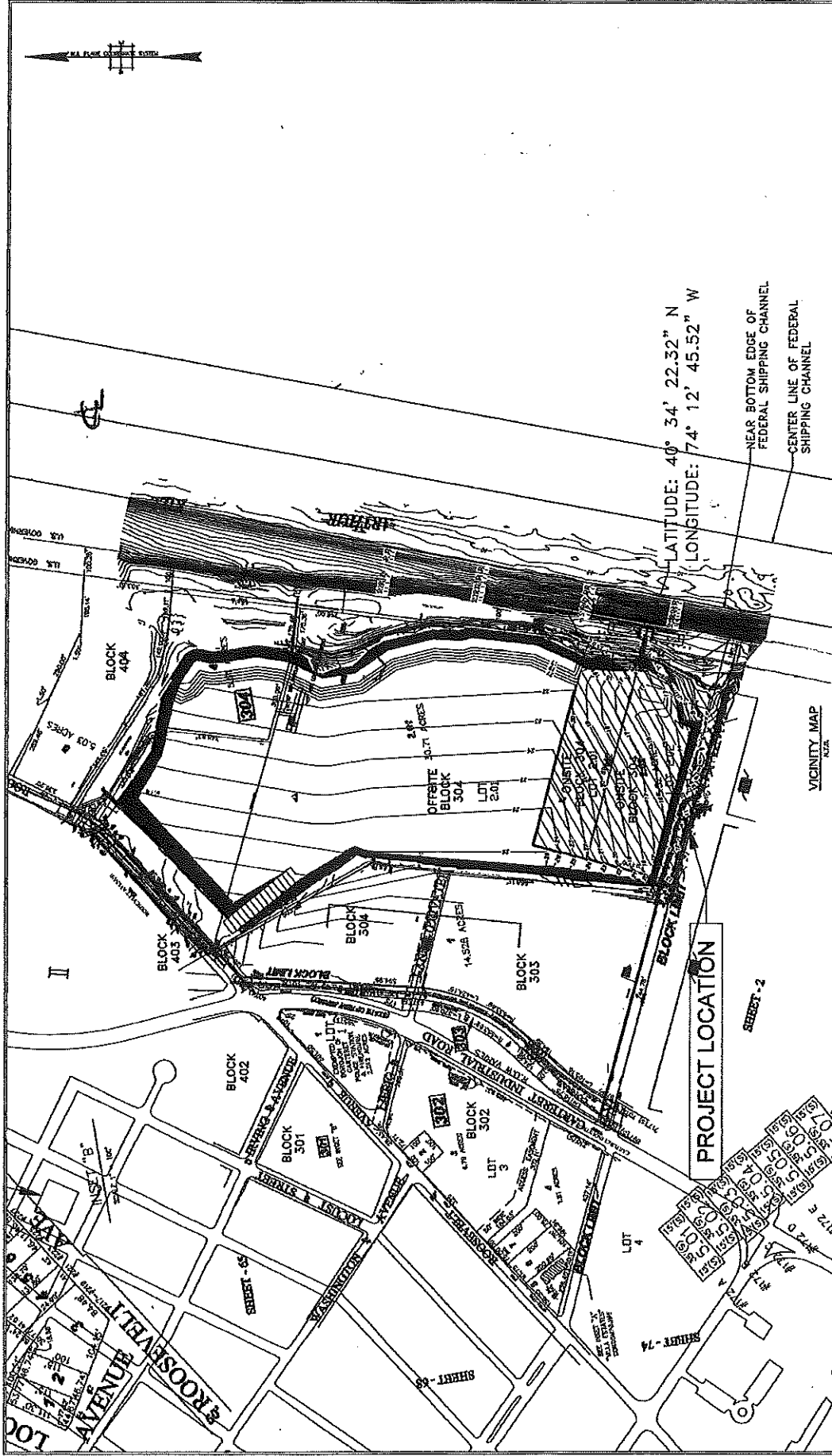
**PERMITTEE: Borough of Carteret, NJ**  
**PERMIT NUMBER: NAN-2020-00040**

**When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.**

\_\_\_\_\_  
**(TRANSFEEE)**

\_\_\_\_\_  
**(DATE)**

# USACE FILE: NAN-2020-00040



**BOROUGH OF CARTERET**  
**PROPOSED CARTERET FERRY TERMINAL**  
**AT ARTHUR KILL**  
 (BLOCK 304 LOTS 2.01 AND 2.02)  
 BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY



**GOOD ELEVATION TAKEN FROM FEMA FLOOD ELEVATION DATA MAP NUMBER 34022A0079C REVISION PRELIMINARY JANUARY 30, 2013.**

**NICHOLAS C. ROTONDA, P.E.**  
 PROJECT MANAGER  
 1000 SOUTH AVENUE, SUITE 100  
 NEW BRUNSWICK, NJ 08901-3402  
 PH: 908.409.1100  
 FAX: 908.409.1101  
 WWW.THEPG.COM

**PROPERTIES ADJACENT TO BLOCK 304**

Block 304 Lot 1 E. Dule Pyle, Inc. P.O. Box 584 West Chester, PA 19381	Block 201 Lot 1 CPT NJ 200 Middlesex LLC Two Seaport Lane Boston, MA 02210	Block 404 Lot 1 Borough of Carteret 100 Cooke Ave Carteret, NJ 07008
Block 304 Lot 4 Basin Holding Corporation 1075 East 72nd Street Brooklyn, NY 11234	Block 201 Lot 4 Borough of Carteret - Waterfront 61 Cooke Ave Carteret, NJ 07008	

**PROJECT LOCATION**

**PROPERTIES ADJACENT TO BLOCK 304**

Block 201 Lot 1  
CPT NJ 200 Middlesex LLC  
Two Seaport Lane  
Boston, MA 02210

Block 304 Lot 1  
E. Dule Pyle, Inc.  
P.O. Box 584  
West Chester, PA 19381

Block 304 Lot 4  
Basin Holding Corporation  
1075 East 72nd Street  
Brooklyn, NY 11234

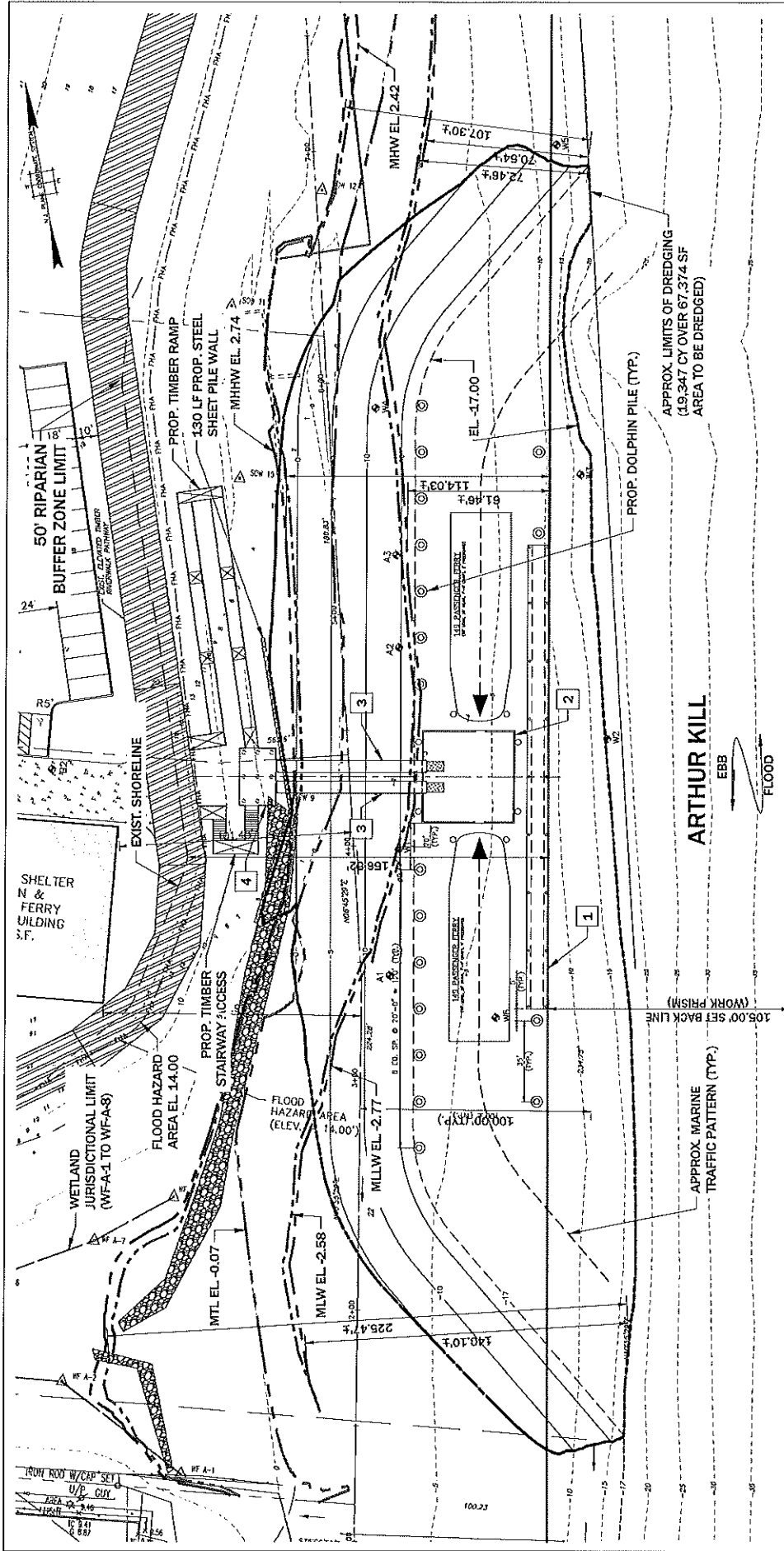
Block 404 Lot 1  
Borough of Carteret  
100 Cooke Ave  
Carteret, NJ 07008

Block 201 Lot 4  
Borough of Carteret - Waterfront  
61 Cooke Ave  
Carteret, NJ 07008

**VICINITY MAP**

BOROUGH OF CARTERET  
 AT ARTHUR KILL  
 (BLOCK 304 LOTS 2.01 AND 2.02)  
 BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY

NICHOLAS C. ROTONDA, P.E.  
 PROJECT MANAGER  
 1000 SOUTH AVENUE, SUITE 100  
 NEW BRUNSWICK, NJ 08901-3402  
 PH: 908.409.1100  
 FAX: 908.409.1101  
 WWW.THEPG.COM



**NOTES:**

- EXISTING TOPOGRAPHY PREPARED FROM SURVEY PERFORMED IN 2020 FROM TOE OF SLOPE ALONG THE ARTHUR KILL TO THE WESTERN BOUNDARY.
- EXISTING HYDROGRAPHIC SURVEY INFORMATION SHOWN IS FROM THE SURVEY PERFORMED IN 2018 FROM THE TOE OF SLOPE ALONG THE ARTHUR KILL TO THE EAST OF THE U.S. PIERHEAD LINE.
- THE DREDGING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE APPROVED PERMITS.
- THE INCOMING TIDE DIRECTION IS SOUTH TO NORTH AND THE RECEEDING TIDE DIRECTION IS NORTH TO SOUTH.
- TURBIDITY SCREEN SHALL BE USED TO ENCOMPASS THE DREDGING AREA LIMITS.

**REFERENCE:**

- FOR DREDGING CROSS-SECTIONS, SEE DWG. X-1.

**TIDAL INFORMATION:**  
 (NOAA STATION: BERGEN POINT WEST)  
 REACH, NY  
 DATUM : NAVD 1988  
 MHW = 2.42  
 MTL = -0.07  
 MLW = -2.56  
 MLW = -2.77

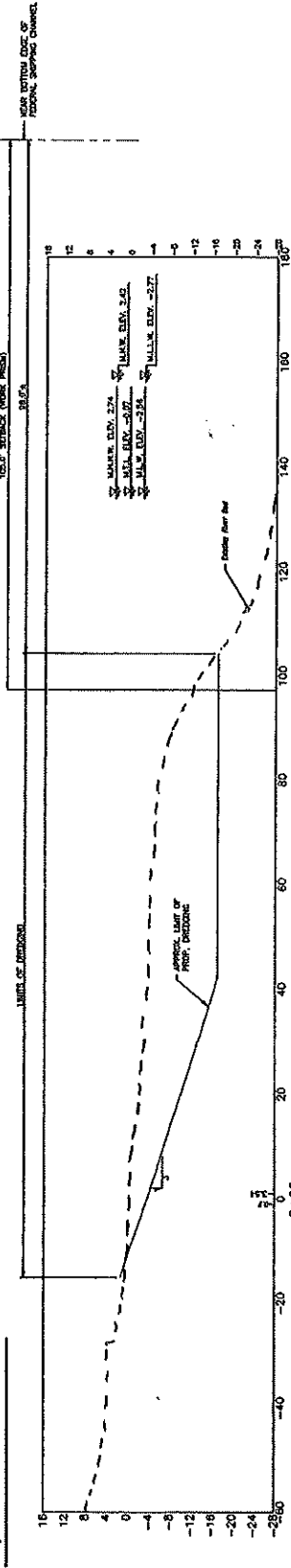
**PROJECT INFORMATION:**

PROJECT NO.	24
DATE	07/15/2020
SCALE	AS SHOWN
DRAWN BY	JK
CHECKED BY	JK
DATE PLOTTED	07/15/2020
PLT	24

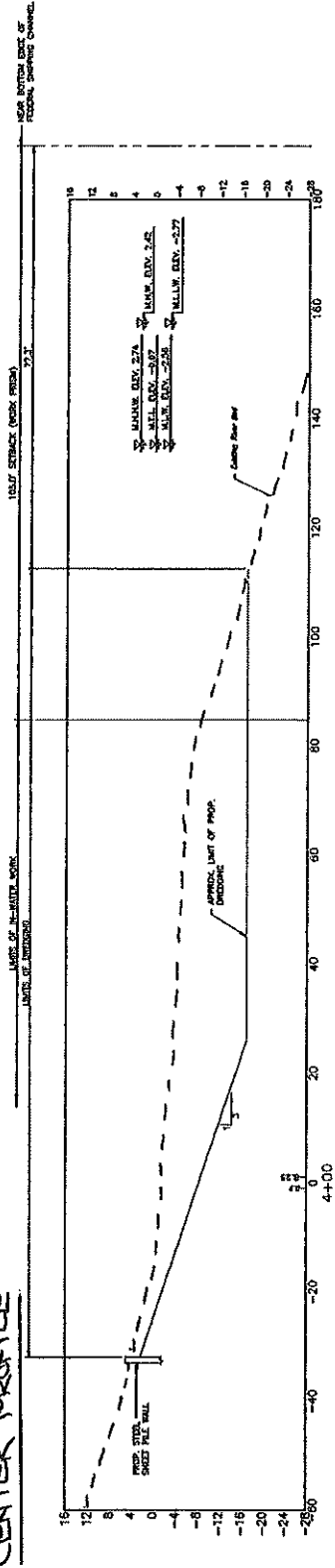
**BOROUGH OF CARTERET**  
**PROPOSED CARTERET FERRY TERMINAL**  
 AT ARTHUR KILL  
 (BLOCK 304 LOTS 2.01 AND 2.02)  
 BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY

**GENERAL PLAN AND DREDGING PLAN**  
 DARRIN R. FERLAZZO, P.E.  
 LICENSED PROFESSIONAL ENGINEER  
 LICENSE NO. 125822  
 CONSULTING ENGINEER  
 1000 RIVERVIEW DRIVE  
 SUITE 200  
 BRIDGE PLAZA  
 BRIDGE PLAZA  
 BRIDGE PLAZA

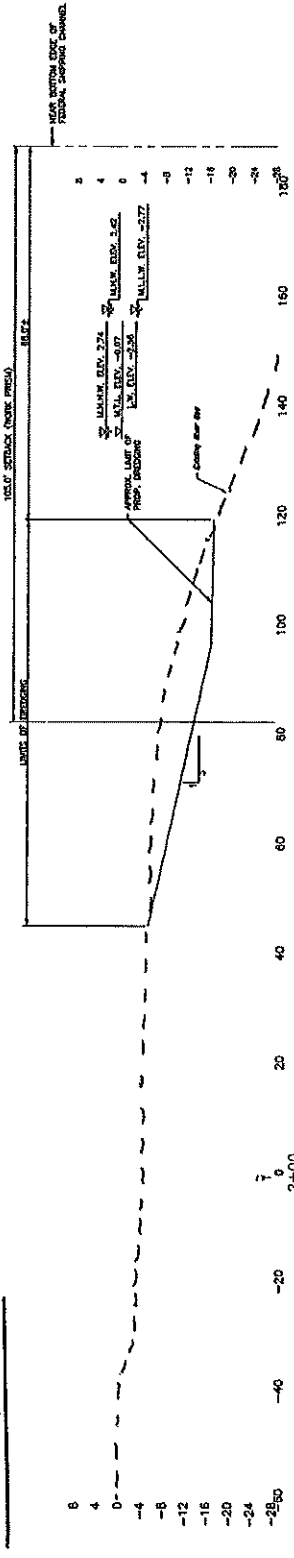
## NORTH PROFILE



## CENTER PROFILE



## SOUTH PROFILE



- NOTES:
- EXISTING TOPOGRAPHY PREPARED FROM SURVEY PERFORMED IN 2020 FROM TOE OF SLOPE ALONG THE ARTHUR KILL TO THE WESTERN BOUNDARY.
  - EXISTING HYDROGRAPHIC SURVEY INFORMATION SHOWN IS FROM THE SURVEY PERFORMED IN 2018 FROM THE TOE OF SLOPE ALONG THE ARTHUR KILL TO THE EAST OF THE U.S. PERMITS LINE.



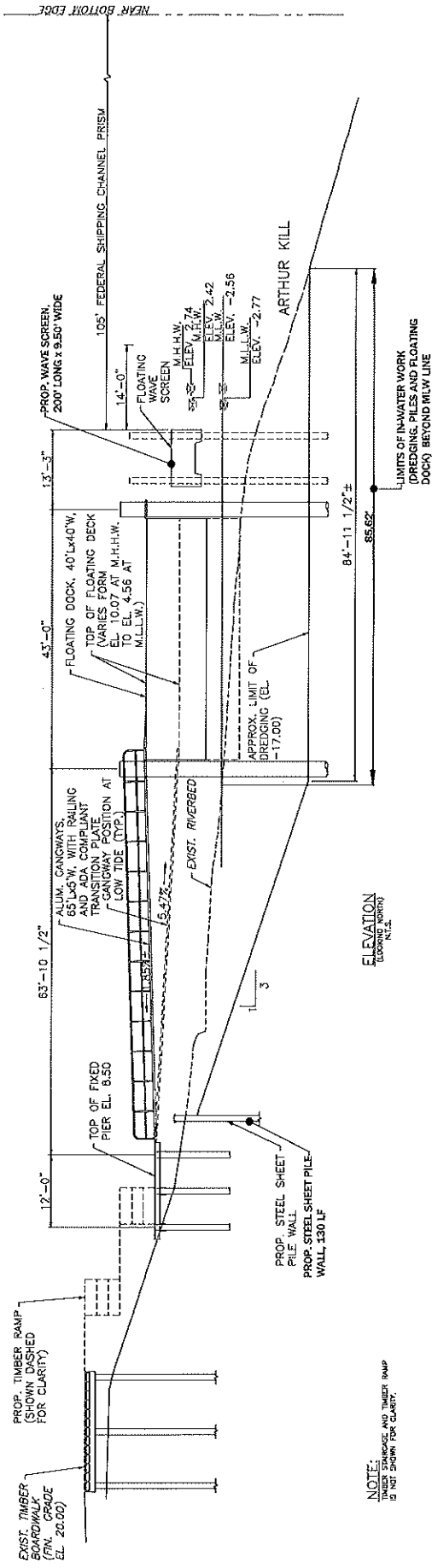
BOROUGH OF CARTERET  
 PROPOSED CARTERET FERRY TERMINAL  
 AT ARTHUR KILL  
 (BLOCK 304 LOTS 2.01 AND 2.02)  
 BOROUGH OF CARTERET, HUDONSET COUNTY, NEW JERSEY

DREDGING CROSS SECTIONS - 1

DARREN R. FERLAZZO, P.E.  
 LICENSE NO. 12123  
 STATE OF NEW JERSEY

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NOTE:  
DIMENSIONS AND TUMBER RAMP  
IS NOT SHOWN FOR CLARITY.

REFERENCE:  
1. FOR GENERAL PLAN, SEE DWG. DPC-1.  
2. FOR PILE INFORMATION, SEE DWG. PDC-1.

TIDAL INFORMATION:  
M.H.W. 2.74  
M.T.S. 0.00  
M.L.L.W. -2.42  
M.L.L.W. -2.56  
M.L.L.W. -2.77

**BOROUGH OF CARTERET**  
PROPOSED CARTERET FERRY TERMINAL  
AT ARTHUR KILL  
(BLOCK 304 LOTS 2.01 AND 2.02)  
BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY

**GENERAL SECTION**

**DARREN R. FERLAZZO, P.E.**  
Carteret Professional Engineer  
1000 PINE STREET, SUITE 200  
CARTERET, NJ 07001  
TEL: 908.261.1234  
FAX: 908.261.1235  
WWW: WWW.DRFERLAZZO.COM

DATE: 10/15/2020  
SCALE: AS SHOWN  
PROJECT: PROPOSED CARTERET FERRY TERMINAL  
SHEET: 4 OF 4

4  
4

PROJECT INFORMATION: 10/15/2020  
 DRAWN BY: DRFERLAZZO  
 CHECKED BY: DRFERLAZZO  
 DATE: 10/15/2020  
 SCALE: AS SHOWN  
 SHEET: 4 OF 4  
 PROJECT: PROPOSED CARTERET FERRY TERMINAL



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATERSHED & LAND MANAGEMENT**  
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
www.nj.gov/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 terms, conditions, and limitations 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><b>Approval Date</b> 8/10/2021</p>
		<p><b>Expiration Date</b> 8/9/2026</p>
<p><b>Permit Number(s):</b> 1201-08-0001.1 LUP200002</p>	<p><b>Type of Approval(s):</b> WFD IP-Commercial (Waterward) FHA Individual Permit-Other FWW GP11 Outfalls/Intake Structures FWW GP7 Human-made Ditches/Swales in Headwaters Verification-Method 2 (FEMA Tidal Method) WFD-IP-Commercial (Landward) Water Quality Certificate</p>	<p><b>Governing Rule(s):</b> N.J.A.C. 7:13-1.1(b) N.J.A.C. 7:7-1.1(a) N.J.A.C. 7:7A-1.1(a)</p>
<p><b>Permittee:</b> Borough Of Carteret  61 Cooke Ave Carteret, NJ 07008</p>	<p><b>Site Location:</b> Block(s) &amp; Lot(s): [201, 1.02] [304, 2.01] [304, 2.02] [5.01, 1.01] [5.02, 2.01] Municipality: Carteret Boro County: Middlesex</p>	
<p><b>Description of Authorized Activities:</b></p> <p>This document authorizes the construction of a ferry terminal on the parcels referenced above. These activities include the construction of 696 parking spaces, stormwater infrastructure, terminal building, a 200 foot long floating wave screen, a 49 foot by 10 foot aluminum gangway, a 27 foot by 10 foot aluminum gangway, a 40 foot by 40 foot floating platform, a 30 foot by 15 foot platform, 18 – 30 inch piles supporting a floating donut fender, 12 – 18 inch piles supporting floating docks/platforms, 18 – 12 inch piles supporting a wave screen, a 36 inch stormwater outfall, 150 linear feet of rip rap shoreline stabilization, a timber access stairway, timber access ramp, 20 foot by 20 foot timber platform, approximately 150 foot steel sheet pile wall, and approximately 18,173 cubic yards of mechanical dredging. Two, 80 foot ferry boats (149 passenger capacity) will utilize the terminal.</p> <p>Shoreline stabilization will occur in a degraded riparian zone. Limited riparian zone vegetation will be impacted. Permittee will upgrade the existing wetlands by planting wetland vegetation as noted on the approved plans.</p> <p><i>The Department has determined that the herein approved activities meet the requirements of the (FHACA/CZM) rules. This approval does not obviate the local Floodplain Administrator's responsibility to ensure all development occurring</i></p>		
<p><b>Prepared by:</b>  Jeff Thein</p>	<p><b>Received and/or Recorded by County Clerk:</b></p>	
<p>If the permittee undertakes any regulated activity, project, or development authorized under this 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 requirements of the permit and all conditions therein.</p>		
<p><b>This permit is not valid unless authorizing signature appears on the last page.</b></p>		



**STATEMENT OF AUTHORIZED IMPACTS:**

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:13-21.8; N.J.A.C. 7:7-2.1; N.J.A.C. 7:7A-19.11

<b>FWW GP7 Human-made Ditches/Swales in Headwaters</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
Freshwater wetlands	0	0
Transition areas	0.05	0

<b>FWW GP11 Outfalls/Intake Structures</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
Freshwater wetlands	0	0
Transition areas	0.02	0

<b>Riparian Zone Vegetation</b>	<b>Area of riparian zone (Acres)</b>
Permanent Disturbed	0.188
Temporary Disturbed	0

<b>WFD IP-Commercial/Industrial/Public(Waterward)</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
Shellfish habitat	0	0
Intertidal subtidal shallows (ISS)	0.45	0

**FLOOD HAZARD/STORMWATER MANAGEMENT CONDITIONS:**

1. **Recording of Permit:** This portion of the permit verifies the Flood Hazard Area Elevation of 14 feet NAVD88. It also verifies that there is no floodway and a 50' riparian zone on site. This permit shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Division immediately thereafter. **NOTE:** The following information is to be submitted to the clerk for all Flood Hazard Area Verifications:
  - a. The Department file number for the verification;
  - b. The approval and expiration dates of the verification;
  - c. A metes and bounds description of any flood hazard area limit and/or floodway limit approved under the verification;

- d. The flood hazard area design flood elevation, or range of elevations if variable, approved under the verification;
  - e. The width and location of any riparian zone approved under the verification; and
  - f. The following statement: "The State of New Jersey has determined that all or a portion of this lot lies in a flood hazard area. Certain activities in flood hazard areas are regulated by the New Jersey Department of Environmental Protection and some activities may be prohibited on this site or may first require a permit. Contact the Division of Land Use Regulation at (609) 777-0454 for more information prior to any construction onsite."
2. The applicant shall make specific arrangements to ensure the continuous maintenance and efficient operation of all proposed stormwater management measures onsite. This includes the inspection (and cleaning where necessary) of any and all constructed swales, porous pavement and inlets at least four times per year and after every major storm totaling 1 inch of rainfall or more, the inspection and cleaning of any and all mechanical treatment devices in accordance with the Departments certification letters (downloadable at <https://www.njstormwater.org/treatment.html>), the use of appropriate soil conservation practices onsite, and any other reasonable effort required to maintain the stormwater management system in good working order.
  3. The Department has determined that this project meets the requirements of the Stormwater Management rules at N.J.A.C. 7:8. Any future expansion or alteration of the approved stormwater management system, which would affect water quality, increase the rate or volume of stormwater leaving the site, affect the infiltration capacity on the site, or alter the approved low impact site design, shall be reviewed and approved by the Department prior to construction. This includes any proposed changes to the discharge characteristics of any basin, the construction of new inlets or pipes that tie into the storm sewer network and/or the replacement of existing inlets or pipes with structures of different capacity.
  4. Any new, reconstructed, enlarged, or elevated structure within a flood hazard area shall be secured to resist flotation, collapse, and displacement due to hydrostatic and hydrodynamic forces from floodwaters.
  5. Since the proposed building is within a **Coastal A Zone** according to the latest FEMA Preliminary map, the applicant must design the structure in accordance with the National Flood Insurance Program (NFIP) design standards. The area below the building should remain open to allow for the safe passage of floodwaters and be designed in accordance with FEMA's Technical Bulletin 5, "Free of Obstruction Requirements for Buildings Located in Coastal High Hazard Areas".
  6. The minimum elevation of the bottom of the lowest horizontal structural member for the proposed building shall be 15' NAVD88. The construction of any habitable area below this elevation, such as a basement is prohibited.
  7. The decision to grant this permit did not include a structural review of the proposed activities with regard to the International Building Code; nor did it include a comparative review of any local flood ordinances which may apply. As such, the proposed structure/s may not fully comply with the provisions of the International Building Code or meet the requirements of the appropriate local flood ordinances. Consequently, the construction official for the municipality in which this project is located may reserve the right to modify the design of, or deny the erection of those

structures which do not meet the appropriate flood ordinances or construction codes which are within local jurisdiction.

8. It should be noted that fill associated with the building (structural fill) does not meet NFIP requirements. Any proposed fill on the site should meet the requirements of the Federal Flood Reduction Standards, 44 C.F.R. Part 60 & FEMA's Technical Bulletin 5.
9. Prior to the start of any construction onsite, the applicant/owner shall sign a Department approved conservation restriction to guarantee the preservation of any regulated area utilized for compliance with the Stormwater Management Rules at N.J.A.C. 7:8. Specifically, the porous pavement as shown on the approved plan(s). This restriction shall be included in the deed of the property and shall be recorded with the local County Clerk (the registrar of deeds and mortgages). This restriction shall run with the land and be binding upon all successive owners, and all land surveys of the property shall show the protected areas onsite. This restriction shall conform to the format and content of the model Grant of Conservation Restriction/Easement (Stormwater Management Strategies Protection Area), downloadable at [www.nj.gov/dep/landuse/forms/](http://www.nj.gov/dep/landuse/forms/). Please submit a copy of the draft restriction to [project manager] of this office for review prior to recording, as well as the final restriction once filed. Regulated activities shall not commence onsite until the permittee has submitted adequate proof that this restriction has been recorded as required above and has received written confirmation of the same from the Department.
10. All excavated material shall be disposed of in a lawful manner. For example, it should be placed outside of any flood hazard area, riparian zone, regulated water, freshwater wetland and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.

**SPECIAL CONDITIONS:**

1. No in-water work shall take place between January 1 to June 30 to protect winter flounder and anadromous fish.
2. Dredging shall be limited to an authorized project depth of -17' below mean low water (MLW). The volume shall be limited to approximately 18,172 cubic yards.
3. The applicant shall exercise caution and employ all reasonable controls to minimize the release of sedimentation into the adjacent waters during the dredging and dewatering process.
4. The dredge shall be operated so as to control the rate of descent of the bucket so as to maximize the vertical cut of the clamshell bucket while not penetrating the sediment beyond the vertical dimension of the open bucket (i.e. overfilling the bucket). This will reduce the amount of free water in the dredged material, will avoid overfilling the bucket, and minimize the number of dredge bucket cycles needed to complete the dredging contract.
5. The closed clamshell environmental bucket shall be lifted slowly through the water, at a rate of 2 feet per second or less.
6. Dredged material shall be placed into the barge in a manner that prevents spillage of the material overboard.

7. The discharge (i.e. "overflow") of water from the barge/scow into which dredged material is placed is prohibited.
8. All barges or scows used to hold, or transport dredged material shall be of solid hull construction or be sealed with concrete.
9. The gunwales of the dredge scows shall not be rinsed or hosed during dredging except to the extent necessary to ensure the safety of workers maneuvering on the dredge scows.
10. All decant water holding scows shall be water tight and of solid hull construction.
11. Decant water from this project may only be discharged into the channel from where the dredged material originated, in close proximity to the dredging contract area. Discharge to another receiving waterbody requires prior approval from the Department and may require a New Jersey Discharge Pollutant Elimination System/Discharge to Surface Water (NJDPES/DSW) permit.
12. All water shall be held in the decant holding scow a minimum of 24 hours after the last addition of water to the scow. The decant water may only be discharged after this 24-hour retention period.
13. During pumping of the decant water from the holding scow, great care shall be taken to avoid re-suspending or pumping sediment which has settled in the decant holding scow.
14. A spill plate shall be placed between the barge and the upland property during the off-loading of material on the upland property. The spill plate shall be maintained during the entire off-loading operation at this site.
15. This permit authorizes the placement of approximately 18,173 cubic yards (yds<sup>3</sup>) of dredged material from this project at the Middlesex County Utilities Authority Landfill.
16. Dredged material from this project shall be processed using a minimum of 8% Portland Cement on barges prior to placement on-site.
17. If the permittee elects to dispose/use the dredged material from this project at an alternate location, written authorization must be obtained from the Office of Dredging and Sediment Technology prior to the transport of any dredged material to said alternative disposal/use location. Any alternate disposal/use location must obtain all required state, local and federal permits before the Office would grant a modification of this permit to transport dredged material to the alternate location.
18. The site has been remediated under Site Remediation Program Interest Number 008221. The Licensed Site Remediation Professional for this site is Scott Drew, LSRP#572337. No activities shall occur without approval from the LSRP.
19. Permittee shall comply with all conditions and requirements of the United States Coast Guard and Harbor Safety, Operations, and Navigation Committee of the Port Authority of NY and NJ.

#### **Intertidal and Subtidal Shallows or Tidal Wetlands Mitigation Conditions-non single family**

1. Within **30 days of issuance of this permit**, the permittee shall submit a mitigation proposal to mitigate for the loss of **0.45** acres of intertidal and subtidal shallows to the Division of Land Resource Protection (Division) for review and approval.

2. All mitigation shall be conducted prior to or concurrent with the construction of the approved project (N.J.A.C. 7:7-17.3). Concurrent means that at any given time, the mitigation must track at the same or greater percentage of completion as the project as a whole.
3. The permittee shall mitigate for the loss of 0.45 acres of intertidal and subtidal shallows through the creation of intertidal and subtidal shallows, at a creation to loss ratio of 1:1, on the site where the filling occurred.
4. If mitigation for the filling of intertidal and subtidal shallows is not feasible onsite then mitigation shall be performed offsite through the creation of intertidal and subtidal shallows at a ratio of 1:1 within the same estuary as the site of the filling or through the purchase of in-kind credits from a mitigation bank with a service area that includes the site of the filling.
5. If mitigation for the filling of intertidal and subtidal shallows is not feasible onsite or offsite, then mitigation shall be in the form of restoration, creation, or enhancement of a wetland within the same estuary as the site of the filling in accordance with N.J.A.C. 7:7-17.13 or through the purchase of out-of-kind wetland credits from a mitigation bank with a service area that includes the site of the filling.
6. If the permittee is purchasing credits from a mitigation bank to satisfy a mitigation requirement (see N.J.A.C. 7:17.11(d)), the permittee shall submit proof of purchase for 0.45 mitigation credits from an approved wetland mitigation bank to the attention of the Mitigation Unit Supervisor, NJDEP, Division of Land Resource Protection at Mail Code 501-02A, P.O. Box 420, Trenton, NJ 08625-0420.

As of the date of this permit, **there are no mitigation banks** serving your project area. Additional banks may be approved at any time, so please contact the Mitigation Unit for the most up to date service area information if you would like additional options.

7. If mitigation for the filling of intertidal and subtidal shallows is not feasible, then mitigation shall be in the form of one or both of the following, as determined in consultation with the Department:
  - a. Upland preservation in accordance with the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-15.9; or
  - b. In-lieu fee payment in accordance with N.J.A.C. 7:7-17.16.
8. If mitigation for the filling of intertidal and subtidal shallows as described above is not feasible, then mitigation shall be in the form of a land donation in accordance with the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-15.19.
9. If the permittee is proposing to construct an on-site intertidal subtidal shallows creation project, (see N.J.A.C. 7:17.11(b)) one acre of creation must be performed for each acre

disturbed. If the permittee is proposing to mitigate through off-site creation, restoration or enhancement project, or by purchasing credits from a mitigation bank serving the area an enhancement or creation project, the ratio of disturbance to mitigation required shall be in accordance with N.J.A.C. 7:7-17.11(c) through (g). If proposing onsite or offsite mitigation, provide the following:

- a. Within 30 days of the issuance of this permit, submit for review and approval, a conceptual plan showing the location and proposed hydrology of the mitigation site; and
  - b. Within 30 days of receiving Division approval of the conceptual mitigation proposal, submit a final design of the mitigation project.
10. The following requirements will apply to an onsite or offsite intertidal subtidal shallows mitigation project:
- a. Obtain a secured bond, or other financial surety acceptable to the Department, and in an amount consistent with the requirements at N.J.A.C. 7:7-17.
  - b. Complete, sign and file with the County Clerk (the Registrar of Deeds and Mortgages in some counties), a conservation restriction protecting the mitigation site that meets the requirements of N.J.A.C. 7:7-18.
  - c. Notify the Mitigation Unit at the Division of Land Resource Protection in writing at least 30 days prior to the start of construction of the wetland mitigation project to arrange an on-site pre-construction meeting among the permittee, the contractor, the consultant and the Division.
  - d. In accordance with N.J.A.C. 7:7-17.11(h), within 60 days following the completion of the mitigation project, submit a Construction Completion Report to the Division detailing as-built conditions (see below) and any changes to the approved mitigation plan that were made during construction (N.J.A.C. 7:7-17.11(h)). The Construction Completion Report shall contain, at a minimum, the following information:
    - i. A completed Wetland Mitigation Project Completion of Construction Form that certifies the mitigation project has been constructed as designed and that the proposed area of wetland creation, restoration or enhancement has been accomplished. This form is located at on the Division's website at: [www.nj.gov/dep/landuse](http://www.nj.gov/dep/landuse) in the Mitigation tab of Forms & Checklists.
    - ii. An as-built plan of the completed mitigation area showing grading and any structures included in the approved mitigation proposal;
    - iii. Photographs, both pre and post construction, of the intertidal and subtidal shallows mitigation project including a photo location map as well as the GPS waypoints in NJ state plane coordinates NAD 1983; and

- (1) For ISS creation projects only, provide documentation that the mitigation site meets the definition of an intertidal and subtidal shallow as defined at N.J.A.C. 7:7-9.15; and
  - e. Monitor the mitigation site in accordance with N.J.A.C. 7:7-17.11(i), (j), and (k).
11. Once the required monitoring period has expired and the permittee has submitted the final monitoring report, the Division will make the finding that the mitigation project is either a success or a failure (see N.J.A.C. 7:7-17.11(k)). This mitigation project will be considered successful if the permittee demonstrates all of the following:
- i. That the goals of the ISS mitigation project, including acreage as stated in the approved mitigation proposal and the permit, have been satisfied. The permittee shall submit a field delineation of the ISS mitigation project which shows the exact acreage of ISS in the mitigation area;
  - ii. The mitigation site is an intertidal and subtidal shallows area, as defined at N.J.A.C. 7:7-9.15, or tidal water. The documentation shall include tidal data, topography for the spring high tide line, photographs, and field observation notes collected throughout the monitoring period;
  - iii. The mitigation meets all applicable requirements of Subchapter 17 of the Coastal Zone Management Rules (N.J.A.C. 7:7-17);
  - iv. The mitigator has executed and recorded a conservation restriction that meets the requirements of N.J.A.C. 7:7-18.
12. The permittee is responsible for assuming all liability for any corrective work necessary to meet the success criteria established above (N.J.A.C. 7:7-17.13(h)). The Division will notify the permittee in writing if the mitigation project is a failure and the permittee shall submit a revised mitigation plan or alternative mitigation proposal to satisfy the mitigation requirement. No financial surety will be released until such time that the permittee satisfies the success criteria.

**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 or designee 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 of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Watershed & Land Management 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:
  - i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
9. 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.
10. 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.
11. 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.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:



- i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
  - iii. 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; and
  - iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
14. 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, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, 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.
  15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
  16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
  17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
  18. 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.
  19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
  20. 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.
  21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
  22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
  23. A permit can be modified, suspended, or terminated by the Department for cause.

24. 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.
25. 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.
26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
27. 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 Watershed & Land Management at the address listed on page one of this permit.

**APPROVED PLANS:**

The drawings hereby approved consist of twenty-one (21) sheets prepared by T&M Associates, dated August 21, 2020, unless otherwise noted, and entitled:

“BOROUGH OF CARTERET PROPOSED CARTERET FERRY TERMINAL AT  
ARTHUR KILL (BLOCK 304 LOTS 2.01 AND 2.02) BOROUGH OF CARTERET,  
MIDDLESEX COUNTY, NEW JERSEY”


- “CONSTRUCTION PLAN”, sheet no. 4 of 22,
- “GRADING AND DRAINAGE PLAN”, sheet no. 5 of 22, revised August 10, 2021
- “PERMIT PLAN 1”, sheet no. 6 of 22,
- “PERMIT PLAN 2”, sheet no. 7 of 22,
- “DREDGING CROSS SECTIONS”, sheets 8 through 12,
- “GENERAL PLAN AND ELEVATIONS”, sheet 13 of 22,
- “STRUCTURAL NOTES”, sheet 14 of 22,
- “RETAINING WALL”, sheet no. 15 of 22,
- “LANDSCAPING PLAN”, sheet 16 of 22,
- “SOIL EROSION AND SEDIMENT CONTROL PLAN”, sheet 17 of 22,
- “SOIL RESTORATION PLAN”, sheet 18 of 22,
- “SOIL EROSION AND SEDIMENT CONTROL NOTES”, sheet 19 of 22,
- “SOIL EROSION AND SEDIMENT CONTROL DETAILS”, sheet 20 of 22,
- “CONSTRUCTION DETAILS”, sheet no. 21 of 22, revised August 10, 2021
- “CONSTRUCTION DETAILS”, sheet no. 22 of 22.
- “FLOOD HAZARD AREA-EXISTING CONDITIONS”, sheet no. 1 of 2, dated August 10, 2021, unrevised,
- “FLOOD HAZARD AREA-PROPOSED CONDITIONS”, sheet no. 2 of 2, dated August 10, 2021, unrevised.

**APPEAL OF DECISION:**

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at [www.nj.gov/dep/bulletin](http://www.nj.gov/dep/bulletin)). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at [www.nj.gov/dep/landuse/forms.html](http://www.nj.gov/dep/landuse/forms.html)). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of Watershed & Land Management at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information on this process.

If you need clarification on any section of this permit or conditions, please contact Watershed & Land Management's Technical Support Call Center at (609) 777-0454.

Approved By:

 2021.08.10  
16:41:53 -04'00'

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Suzanne Biggins, Supervisor  
Watershed & Land Management

c: Municipal Clerk, Carteret Boro  
Municipal Construction Official, Carteret Boro  
Agent (original) – Kristopher Krzyston

## NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Borough of Carteret	File Number: NAN-2020-00040-EBR	Date:
Attached is:		See Section below
<input checked="" type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

**SECTION I -** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/appeals.aspx> or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:  
Mr. Stephan A. Ryba  
Chief, Regulatory Branch (CENAN-OP-R)  
USACE Operations/Regulatory 16-406  
c/o PSC Mail Center  
26 Federal Plaza  
New York, New York 10278

If you only have questions regarding the appeal process you may also contact:  
Ms. Naomi Handell  
Regulatory Program Manager (CENAD-PD-OR)  
U.S. Army Corps of Engineers  
Fort Hamilton Military Community  
General Lee Avenue, Building 301  
Brooklyn, New York 11252-6700  
Telephone number: 917-789-4841

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

**BID PROPOSAL**

**FOR:**

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

**BY:**

---

*(Bidder Name)*

---

*(Bidder Address)*

---

*(Bidder Phone Number)*

---

*(Bidder Alternative Phone Number)*

---

*(Bidder Fax Number)*

---

*(Bidder Federal I.D. # or S.S. #)*

---

*(Bidder Email Address)*

---

*(Name of Bidder's Authorized Representative)*

# **BID SUBMISSION CHECKLIST**

*(Pursuant to N.J.S.A. 40A:11-23.2)*

## **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.**

<b><u>DESCRIPTION OF DOCUMENT</u></b>	<b><u>BIDDER'S INITIALS</u></b>
1. <b>BID SUBMISSION CHECKLIST</b> pursuant to <u>N.J.S.A. 40A:11-23.2</u> ( <i>this document</i> )	_____
2. <b>BID PROPOSAL</b>	_____
3. <b>ACKNOWLEDGMENT OF RECEIPT OF ADDENDA</b> pursuant to <u>N.J.S.A. 40A:11-23c, 1,2, &amp; 3</u>	_____
4. <b>BUSINESS REGISTRATION CERTIFICATE</b> pursuant to <u>N.J.S.A. 52:32-44</u>	_____
5. <b>PUBLIC WORKS CONTRACTOR CERTIFICATE</b> pursuant to <u>N.J.S.A. 34:11-56.48</u>	_____
6. <b>OWNERSHIP DISCLOSURE</b> pursuant to <u>N.J.S.A. 52:25-24.2</u>	_____
7. <b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b> pursuant to <u>N.J.S.A. 40A:11-2.1</u>	_____
8. <b>DISCLOSURE OF ELECTION CONTRIBUTIONS</b> pursuant to <u>N.J.S.A. 19:44A-20.27</u>	_____
9. <b>PROPOSAL BOND AND SECURITY</b> pursuant to <u>N.J.S.A. 40A:11-21</u>	_____
10. <b>CONSENT OF SURETY</b> pursuant to <u>N.J.S.A. 40A:11-22</u>	_____
11. <b>NON-COLLUSION AFFIDAVIT</b> pursuant to <u>N.J.S.A. 52:34-15</u>	_____
12. <b>EQUIPMENT CERTIFICATION</b> pursuant to <u>N.J.S.A. 40A:11-20</u>	_____
13. <b>SUBCONTRACTOR IDENTIFICATION</b> pursuant to <u>N.J.S.A. 40A:11-16</u>	_____
14. <b>PREVAILING WAGE COMPLIANCE DECLARATION</b> pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	_____
15. <b>BIDDER'S ACKNOWLEDGMENT</b>	_____
16. <b>AMERICAN PRODUCTS CERTIFICATION</b> pursuant to <u>N.J.S.A. 40A:11-18</u>	_____
17. <b>STATEMENT OF EXPERIENCE AND QUALIFICATIONS</b> ( <i>on the forms provided</i> )	_____
18. <b>BID PACKET CERTIFICATION</b> ( <i>completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public</i> )	_____

**BID PROPOSAL**  
**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

(Bidder Name)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>BID QUANTITY</u>	<u>UNIT PRICE BID</u>	<u>BID AMOUNT</u>
1.	PERFORMANCE BOND AND PAYMENT BOND	DOLL	1	\$ 8,000.00	\$ 8,000.00
2.	PROGRESS SCHEDULE	LS	1	\$	\$
3.	MOBILIZATION	LS	1	\$	\$
4.	CONSTRUCTION LAYOUT	DOLL	1	\$ 5,000.00	\$ 5,000.00
5.	FLOATING TURBIDITY BARRIER, TYPE 2	LF	150	\$	\$
6.	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	U	1	\$	\$
7.	CLEARING SITE	LS	1	\$	\$
8.	PERMANENT SHEETING	SF	4,663	\$	\$
9.	FURNISHING EQUIPMENT FOR DRIVING PILES	LS	1	\$	\$
10.	STRUCTURAL STEEL	LS	1	\$	\$

**TOTAL BASE BID AMOUNT (Items 1 through 10):**      \$ \_\_\_\_\_

**WRITE TOTAL BID AMOUNT (Items 1 through 10);**  
\_\_\_\_\_

*NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.*

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate: \_\_\_\_\_



**BASIS OF AWARD**

**BIDDERS ARE ADVISED THAT ONE CONTRACT WILL BE AWARDED FOR THE SUM OF THE LOWEST AMOUNT BID FOR EITHER THE BASE BID OR BASE BID AND SELECTED ALTERNATES IN THE ORDER LISTED SUBJECT TO THE AVAILABILITY OF FUNDS.**

**TOTAL AMOUNT BASE BID**

**\$\_\_\_\_\_.**

*By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:*

\_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

*(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)*

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

*Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.*

<b><u>ADDENDA NUMBER</u></b>	<b><u>DATED</u></b>	<b><u>TITLE OR DESCRIPTION</u></b>	<b><u>BIDDER'S INITIALS</u></b>
_____	/    /	_____	_____
_____	/    /	_____	_____
_____	/    /	_____	_____
_____	/    /	_____	_____
_____	/    /	_____	_____

**No Addendum received:** \_\_\_\_\_

*By initialing here, the Bidder hereby represents and warrants that the above*  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** *is complete and accurate:* \_\_\_\_\_

# **BUSINESS REGISTRATION CERTIFICATE**

*(Pursuant to N.J.S.A. 52:32-44)*

## **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall 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*," *N.J.S.A.54:32B-1 et seq.* on all their taxable sales of tangible personal property delivered into this State.

*By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE**:* \_\_\_\_\_

# **PUBLIC WORKS CONTRACTOR CERTIFICATE**

*(Pursuant to N.J.S.A. 34:11-56.48)*

## **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

Pursuant to New Jersey Public Works Contractor Registration Act (*PWCRA*), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

*By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:* \_\_\_\_\_

**OWNERSHIP DISCLOSURE**

*(Pursuant to N.J.S.A. 52:25-24.2)*

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

\_\_\_\_\_  
*(Bidder Name)*

**PART I - Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship
- Limited Partnership               Limited Liability Corporation       Limited Liability Partnership
- Subchapter S Corporation         Other: \_\_\_\_\_

**PART II - Please check the appropriate box below:**

- The Bidder certifies that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

- OR -

- The Bidder certifies that the list below contains the names and addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

	<u>FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>SHARE OWNED</u>
1.	_____	_____	%
		_____	
2.	_____	_____	%
		_____	
3.	_____	_____	%
		_____	

**NOTES:**

1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than ten percent (10%) owner, attach similar breakdown of ("its") individual owners.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **OWNERSHIP DISCLOSURE** is complete and accurate: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

*(Pursuant to N.J.S.A. 52:25-24.2)*

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.**

***FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.***

Pursuant to *Public Law 2012, c.25*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. Failure to complete the certification will render a Bidder’s Bid Packet non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she 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 suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX BELOW:**

**I certify, pursuant to *Public Law 2012, c.25*, that neither the Bidder listed above nor any of the Bidder’s parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to *P.L. 2012, c.25 (“Chapter 25 List”)*. I further certify that I am the Bidder’s Authorized Representative and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below:****

**– OR –**

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

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

**Entry #1** *(If necessary, attach additional sheets in the format below.)*

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**(CONTINUED)**

*(Pursuant to N.J.S.A. 52:25-24.2)*

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**PART III - Certification:**

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

**BY:**

\_\_\_\_\_

*(Bidder Authorized Representative Signature)*

**CORPORATE SEAL:**

**NAME:**

\_\_\_\_\_

*(Print or Type)*

**TITLE:**

\_\_\_\_\_

# **DISCLOSURE OF ELECTION CONTRIBUTIONS**

*(Pursuant to N.J.S.A. 19:44A-20.27)*

## **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill**

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*(Bidder Name)*

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (*ELEC*) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

**1. Please check the appropriate box below:**

- Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

– OR –

- Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

*NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).*

*By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regard to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:*

---



**PROPOSAL BOND**

*(Pursuant to N.J.S.A. 40A:11-2.1)*

*Bidders are required to submit, along with Bid Packets, a PROPOSAL BOND in substantially the following form.*

**KNOW ALL MEN BY THESE PRESENTS**, that the Bidder,

\_\_\_\_\_ (Bidder Name)

located at \_\_\_\_\_, (hereinafter called the "Principal"), and  
(Bidder Address)

\_\_\_\_\_, located at  
(Surety Name)

\_\_\_\_\_, (hereinafter called the "Surety"), are hereby and firmly bound  
(Surety Address)

onto \_\_\_\_\_, as Owner, in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

**NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet;** Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, said Surety has caused this Proposal Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of \_\_\_\_\_ of the month of

\_\_\_\_\_  
(Date)

\_\_\_\_\_ in the year of 20 \_\_\_\_\_ .  
(Month) (Year)

**BY:** \_\_\_\_\_  
(Surety Authorized Representative Signature)

**CORPORATE SEAL:**

**NAME:** \_\_\_\_\_  
(Print or Type)

**TITLE:** \_\_\_\_\_

**CONSENT OF SURETY**

*(Pursuant to N.J.S.A. 40A:11-22)*

*Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.*

The \_\_\_\_\_ located at  
\_\_\_\_\_ *(Surety Name)*

\_\_\_\_\_, a corporation organized under the laws of the State of  
\_\_\_\_\_ *(Surety Address)*

\_\_\_\_\_ and authorized to do business in New Jersey, consents and agrees that if the Contract for the  
\_\_\_\_\_ *(State)*

\_\_\_\_\_, located in the

\_\_\_\_\_, is awarded to \_\_\_\_\_, the  
\_\_\_\_\_ *(Bidder Name)*

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ \_\_\_\_\_ . The said Surety hereby stipulates and agrees that no modifications,  
\_\_\_\_\_ *(Bidder's Total Bid Amount)*

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

**IN WITNESS WHEREOF**, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

\_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_ .  
\_\_\_\_\_ *(Date)* \_\_\_\_\_ *(Month)* \_\_\_\_\_ *(Year)*

**BY:** \_\_\_\_\_  
\_\_\_\_\_ *(Surety Authorized Representative Signature)*

**CORPORATE SEAL:**

**NAME:** \_\_\_\_\_  
\_\_\_\_\_ *(Print or Type)*

**TITLE:** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

*(Pursuant to N.J.S.A. 52:34-15)*

***Bidders are required to submit, along with Bid Packets, this NON - COLLUSION AFFIDAVIT .***

I, \_\_\_\_\_, residing in \_\_\_\_\_  
*(Bidder's Authorized Representative Name) (Municipality Name)*

In the County of \_\_\_\_\_ and the State of New Jersey, of full age, being duly sworn  
*(County Name)*

according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
*(Bidder's Authorized Representative Title) (Bidder's Name)*

\_\_\_\_\_, the Bidder making this Bid Proposal for the Bid Packet entitled,

and that I executed all Bid Packet forms 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 Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintain by

\_\_\_\_\_  
*(Bidder's Name)*

**BY:** \_\_\_\_\_  
*(Bidder's Authorized Representative Signature)*

**CORPORATE SEAL:**

**NAME:** \_\_\_\_\_  
*(Print or Type)*

**TITLE:** \_\_\_\_\_

# EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

—

---

(Bidder Name)

**PART I** - Please check the appropriate box below:

- A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

— OR —

- B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

**PART II** -*ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE*, the sources from which the equipment will be obtained are as follows\*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER &amp; EMAIL ADDRESS</u>
a. _____	_____	_____
	_____	_____
b. _____	_____	_____
	_____	_____
c. _____	_____	_____
	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

*NOTE: Attach additional sheets in the appropriate format, if necessary.*

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate: \_\_\_\_\_

**SUBCONTRACTOR IDENTIFICATION**

*(Pursuant to N.J.S.A. 40A:11-16)*

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**PART I** – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

**WORK**

**SUBCONTRACTOR**

- 1. Structural steel and ornamental iron work

Name: \_\_\_\_\_

Address: \_\_\_\_\_

License No.: \_\_\_\_\_ Expiration: \_\_\_\_\_

- 2. Other

Name: \_\_\_\_\_

Address: \_\_\_\_\_

License No.: \_\_\_\_\_ Expiration: \_\_\_\_\_

*NOTE: Attach additional sheets in the appropriate format, if necessary.*

## **SUBCONTRACTOR IDENTIFICATION**

*(Pursuant to N.J.S.A. 40A:11-16)*

### **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**PART II** – In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

- a.) Evidence of Business Registration Certificate for all Subcontractors listed;

– AND –

- b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

**Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be caused to reject this Bid Packet.**

*By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this*  
**SUBCONTRACTOR IDENTIFICATION:**

---

**PREVAILING WAGE COMPLIANCE DECLARATION**

*(Pursuant to N.J.S.A. 34:11-56.25 et seq.)*

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**Bidders must submit, along with their Bid Packets, this PREVAILING WAGE COMPLIANCE DECLARATION.**

The above named Bidder, located at \_\_\_\_\_,

*(Bidder Address)*

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

*By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the*  
**PREVAILING WAGE COMPLIANCE DECLARATION:**

\_\_\_\_\_

**BIDDER'S ACKNOWLEDGEMENT**  
**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**This BIDDER'S ACKNOWLEDGMENT shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:**

**I. SITE VISITATION.**

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

**II. WORK CONDITIONS.**

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

**III. COMPLIANCE & SAFETY.**

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **Bid Proposal**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.



**BIDDER'S ACKNOWLEDGEMENT (CONTINUED)**

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

**IV. PROJECT RESPONSIBILITIES.**

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

**V. PROPOSAL BOND FORFEIT.**

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Proposal Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Proposal Bond shall be returned to the Bidder as specified in the Contract Documents.

***By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:***

**BY:** \_\_\_\_\_  
*(Bidder Authorized Representative Signature)*

**CORPORATE SEAL:**

**NAME:** \_\_\_\_\_  
*(Print or Type)*

**TITLE:** \_\_\_\_\_

# **AMERICAN PRODUCTS CERTIFICATION**

*(Pursuant to N.J.S.A. 40A:11-18)*

## **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.

**– OR –**

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

*By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:* \_\_\_\_\_

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

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*(Bidder Name)*

All Bidders must submit, along with Bid Packets, this Bidder's STATEMENT OF EXPERIENCE AND QUALIFICATIONS and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: \_\_\_\_\_

2.) State of Incorporation or Formation of bidding entity: \_\_\_\_\_

3.) Number of years engaged in the contracting business under your present firm or trading name: \_\_\_\_\_

4.) General character of work performed by company: \_\_\_\_\_

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

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6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

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7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

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8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

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9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.



**STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

**(CONTINUED)**

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

---

*(Bidder Name)*

12.) Please provide the following information about all of your projects which are currently under construction:

<u>PROJECT NAME &amp; ADDRESS</u>	<u>CONTACT PERSON &amp; PHONE NUMBER</u>	<u>GROSS CONTRACT</u>	<u>ANTICIPATED COMPLETION DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
<hr/>			
_____	_____	_____	_____
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**STATEMENT OF EXPERIENCE AND QUALIFICATIONS**  
**(CONTINUED)**

**Bulkhead Installation at Future  
Carteret Ferry Terminal at Arthur Kill**

*(Bidder Name)*

13.) Please provide the following information regarding major contracts completed by your firm within the last three (3) years:

<b><u>PROJECT NAME &amp; ADDRESS</u></b>	<b><u>CONTACT PERSON &amp; PHONE NUMBER</u></b>	<b><u>CONSTRUCTION COSTS</u></b>			<b><u>COMPLETION DATE</u></b>
		<b><u>ORIGINAL COST</u></b>	<b><u>CHANGE ORDERS</u></b>	<b><u>FINAL COST</u></b>	

*By initialing here, the Bidder hereby represents and warrants that the information provided in this STATEMENT OF EXPERIENCE AND QUALIFICATIONS is complete and accurate:*

\_\_\_\_\_

## BID FORM ATTACHMENT

### APPRENTICESHIP AND TRAINING PROGRAM

The undersigned hereby certifies that the Bidder and their sub-contractors contracted to perform the following tasks do or will provide or participate in an apprenticeship and training program approved and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or a State Apprenticeship Agency to provide craft training for Journeymen and apprentice levels. Bidder must list each respective training program.

<u>Name of Craft Group</u>	<u>Training Program</u>
Air Conditioning and Refrigeration	
Boilermaker	
Bricklayer/stone mason	
Carpenter	
Carpenter-Resilient Flooring	
Cement Mason	
Driver	
Drywall Finisher	
Electrician	
Electrician-Tele-data	
Glazier	
Heat and Frost Insulator	
Ironworker	
Laborer - Building	
Laborer - Heavy and General	
Millwright	
Operating Engineer	
Operating Engineer - Field Engineer	
Painter - Line Striping	
Painter - New Construction	
Paperhanger	
Pipe-fitter	
Plasterer	
Plumber	
Roofer	
Sheet Metal Sign Installation	
Sheet Metal Worker	
Sprinkler Fitter	
Tile Finisher	
Tile Setter - Ceramic	
Tile Setter - Marble	
Tile Setter - Mosaic & Terrazzo	
Truck Driver	
Truck Driver - Material Delivery Driver	
Welder	

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Company or Corporation)

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Dated)



**This Certificate must be completely executed and submitted with the bid.  
Failure to completely execute and submit will result in the bid NOT being accepted.**



## **BID PACKET CERTIFICATION**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_ SS.

I, \_\_\_\_\_, residing in \_\_\_\_\_  
*(Authorized Representative Name)* *(Municipality Name)*

In the County of \_\_\_\_\_ and the State of New Jersey, of full age, being duly sworn  
*(County Name)*  
according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
*(Authorized Representative Title)* *(Bidder Name)*

\_\_\_\_\_, the Bidder submitting this Bid Packet for the Project, entitled

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

**BY:** \_\_\_\_\_  
*(Bidder Authorized Representative Signature)*

**CORPORATE SEAL:**

**NAME:** \_\_\_\_\_  
*(Print or Type)*

**TITLE:** \_\_\_\_\_

*This Bid Packet has been Sworn and Subscribed before me this*

\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

**NOTARY PUBLIC SEAL:**

**NOTARY  
PUBLIC**

\_\_\_\_\_  
*(Notary Public Signature)*

\_\_\_\_\_  
*(Print or Type Name)*

**My Commission Expires** \_\_\_\_\_

## **EXHIBITS INDEX**

<b><u>EXHIBIT</u></b>	<b><u>TITLE</u></b>
A.	MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS AND SERVICES CONTRACTS
B.	MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT
C.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY - CONSTRUCTION
D.	AMERICANS WITH DISABILITIES ACT
E.	BUSINESS REGISTRATION – CONSTRUCTION
F.	SAMPLE FORM OF CONTRACT (Including Mandatory EEO Language and Prompt Payment Provisions)

## EXHIBIT A

### MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS AND SERVICES CONTRACTS

*(Pursuant to N.J.S.A. 34:11-56.25 et seq.)*

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 expressions, the Contractor or Subcontractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, the disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor or Subcontractor 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 place 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 expressions, disability, nationality, or sex.

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

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

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, ancestry, creed, national origin, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Court decisions.

The Contractor or Subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval**
- **Certificate of Employee Information Report**
- **Employee Information Report Form AA302** (*electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et. seq.*

## **EXHIBIT B**

### **MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE N.J.S.A. 10:2-1**

#### **CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS**

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

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.

No contractor, subcontractor, nor any person on his 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.

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.

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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

**(Revised 2/2017)**

## **EXHIBIT C**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)*

*N.J.A.C. 17:27-1.1 et seq.*

#### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, 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.

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. 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 minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

(1) To notify the Public Agency Compliance Officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;

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

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

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

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

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

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (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 (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract the contractor shall submit to the Public Agency Compliance Officer and the Dept. of LWD, Construction EEO Monitoring Program an Initial Project Workforce Report (Form AA-201) 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 Dept. of LWD, Construction EEO Monitoring Program 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 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.*

(Revised 2/2017)



## **EXHIBIT D**

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Carteret, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

(Revised 2/2017)

## **EXHIBIT E**

### **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS GOODS, SERVICES, AND CONSTRUCTION\* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. \*In the case of a construction contract, "subcontractor" shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.


The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.

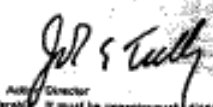
A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency

Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Date of Issuance:	
For Office Use Only:	

OR

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be prominently displayed at above address.	

(Revised 5/2017)

## EXHIBIT F

### SAMPLE FORM OF CONTRACT

[Construction Contract]

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

BY AND BETWEEN the BOROUGH OF CARTERET, a body politic, with offices located at Borough Hall, 61 Cooke Avenue, Carteret, New Jersey 07008, hereinafter referred to as "Borough",

AND [NAME OF CONTRACTOR], with offices located at [CONTRACTOR'S ADDRESS], hereinafter referred to as "Contractor".

#### IT IS AGREED:

1. The Contractor hereby agrees to **Bulkhead Installation at Future Carteret Ferry Terminal at Arthur Kill, Block 304 Lots 2.01 and 2.02** for the sum of [CONTRACT AMOUNT], in accordance with the notice to bidders, plans and specifications (#22-81) the Contractor's bid, Resolution No. \_\_\_\_\_ adopted by the Borough Council on \_\_\_\_\_, and other bid documents, if any, all of which are incorporated herein and made a part hereof as if set forth in full.

2. The Contractor will not assign or subcontract the work specified and covered under the terms of this Contract or any part hereof, without the written consent of the Borough, except for any subcontractors named in the bid.

3. Should the Borough during the progress of work require any alterations, deviations, additions or omissions from the said specifications at any time thereof, it shall be at liberty to do so and the same shall in no way be deemed to be a breach or void of this contract, but the value of such work or material involved in such change shall be added to or deducted from the amount of the Contract as the case may be at the rate herein specified or, if not herein specified, then by fair, just and reasonable valuation.

4. The Contractor agrees to comply with the Anti-Discrimination in Employment on Public Works requirements of *N.J.S.A. 10:2-1*, set forth in Exhibit B attached hereto.

5. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.*, set forth in Exhibit C attached hereto.

6. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 *et seq.*, set forth in Exhibit D attached hereto.

7. a. The Contractor agrees to comply with the New Jersey Prevailing Wage Act (*N.J.S.A. 34:11-56.25 et seq.*) and the Regulations issued thereunder (*N.J.A.C. 12:60-1.4 et seq.*). An Official Wage Rate Determination for this project was ordered by the Borough and the State assigned a Confirmation Number which has been provided to the Contractor. It is the sole responsibility of the Contractor to use this Confirmation Number to obtain the wage rates applicable to this project on the State's website.

b. It is the Contractor's responsibility to pay its workers no less than the applicable prevailing wage rates that are in effect on the date that the contract is awarded. In the event it is found that any worker employed by the Contractor, or any subcontractor covered by this Contract, has been paid a rate of wages less than required to be paid, the Borough 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. The Contractor and its sureties (if any) shall be liable to the Borough for any excess costs occasioned thereby. The Contractor and its subcontractors must post the prevailing wage rates in prominent and easily accessible places at the site of the work or at

such place or places as are used then to pay workers their wages. Before final payment is made to the Contractor, the Contractor and its subcontractors shall file written certification as to any unpaid wages, pursuant to *N.J.S.A. 34:11-56.33*.

c. Pursuant to *N.J.S.A. 34:11-56.38*, no contract for public work may be awarded to any contractors or subcontractors (including any firm, corporation or partnership in which they have an interest) which are on the State's Prevailing Wage Debarment List. Accordingly, the Contractor agrees not to hire any subcontractors which are on this List.

8. With regard to New Jersey Business Registration:

a. The Contractor has previously provided the Borough with a copy of the New Jersey Business Registration Certificate(s) for the Contractor and any Designated Subcontractor(s) listed in the bid, verifying that the Contractor and any Designated Subcontractors is/are properly registered with the New Jersey Department of the Treasury.

b. The Contractor acknowledges that:

(i) *N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: (1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; (2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; (3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; and, (4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all taxable sales of tangible personal property delivered into this State.

(ii) A contractor or subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

9. Contracts for the improvement of real property and related design professional contracts are subject to the prompt payment provisions of *N.J.S.A. 2A:30A-1 et seq.*, modified, however, in accordance with the Borough's billing and payment cycles, as follows:

- a. The Contractor will bill for periodic payments under the Contract no more frequently than monthly.
- b. Absent extraordinary circumstances, approval by the Borough Council is required for each periodic payment, final payment or payment of retainage monies. The Council Members regularly, but not always, meets once a month, on Thursdays of each month. A specific schedule of meeting dates is posted on the Borough's website [www.carteret.net/borough-council/](http://www.carteret.net/borough-council/). The Borough reserves the right to amend its regular meeting schedule upon notice posted on the Borough's website indicated above.
- c. The Contractor should submit a bill (including a properly prepared, dated and signed Borough voucher) to the Borough at least 27 days prior to a Borough Council's meeting date. The "billing date" is the date when the Borough receives the bill. The Borough mails payment of approved bills by no later than the sixth business day following the Borough Council's meeting at which payment is approved.
- d. If the Borough challenges all or part of a bill submitted by the Contractor, the Borough will notify the Contractor in writing of the amount(s) withheld and the reason(s) therefor within three (3) business days following the Borough Council's meeting that occurs on or after the 20<sup>th</sup> day following the billing date.
- e. Pursuant to *N.J.S.A. 2A:30A-2(b)*, the Contractor shall pay subcontractors within 10 days of receipt of payment from the Borough and subcontractors shall pay sub-subcontractors within 10 days of receipt of payment from the Contractor, unless otherwise agreed between the parties.

10. The Borough and the Contractor will attempt to resolve any dispute(s) between them, in good faith, through non-binding mediation. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in mediation, and they will divide the costs of the mediator equally. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Middlesex County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

11. 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. (*N.J.A.C. 17:44-2.2*)

12. Counterparts. This Contract may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

13. Notices. Any notices that are provided pursuant to this Contract shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Borough:

Borough of Carteret  
Borough Hall  
61 Cooke Avenue  
Carteret, New Jersey 07008  
Attn: Borough Counsel  
Fax: 732-431-0437

To the Contractor:

[NAME OF CONTRACTOR]

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this Contract.

ATTEST:

\_\_\_\_\_

Name:

Title:

ATTEST OR WITNESS:

(Corporate Seal, if any)

By: \_\_\_\_\_

Name:

Title:

[NAME OF CONTRACTOR]

\_\_\_\_\_

Name (Print):

Title (Print):

By: \_\_\_\_\_

Name (Print):

Title (Print):

## STATE FUNDED PROJECT ATTACHMENT 1

### SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.
- C. Definitions**
- 1. Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.  
  
Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:
    - a. Small business with gross revenues that do not exceed \$3 million.
    - b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
    - c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.  
The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.  
  
Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:
    - a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
    - b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
    - c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
      1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
      2. Consultants employed under contracts for which the business wants to be eligible as a small business.
  - 2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.



3. **Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.
  4. **SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  5. **SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
  6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13 et seq. which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.
- D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.
- E Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.
1. Post Award Obligations
    - a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
    - b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)
  2. Affirmative Action After Award of the Contract
    - a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
      - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
      - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
      - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
      - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
    - b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
- c. Meeting Contract SBE Goal.** Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- d. Termination, Substitution or Replacement of SBEs.** Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution, or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker, submit a Revised CR-266 – Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution, or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per Section 108.
- e. Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.
- F. SBE Goals for this Contract.** This Contract includes a goal of awarding 0% (Zero Percent) percentage of the Total Contract Price to subcontractors qualifying as SBEs.

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

The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

## G. Counting SBE Participation.

1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.
2. The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
3. The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.
4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.
5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform and performed by the Contractor will be applied toward the Contract SBE goal. Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.
6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is an SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the Contract SBE goal.

## H. Commercially Useful Function

1. **Performance of Work.** The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
2. **Managing Work.** The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.
3. **Responsibility of Work.** A SBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
4. **Equipment of SBE.** The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long-term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the SBE firm or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

5. **Lease of Equipment.** A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll if it is the generally accepted industry practice, but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **SBE Trucking.** SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured, and operational truck used on the Contract.

The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval, and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **SBE Regular Dealers.** SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  8. **SBE Manufacturers.** SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.
  9. The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.
- I. **Good Faith Effort.** To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:

1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices, or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.

Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor

2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.
4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

#### **J. Submission of Affirmative Action Program**

Contractors, subcontractors, and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's SBE Liaison Officer to administer the firm's Small Business Program.
7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. SBE Liaison Officer.** Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract and ensuring that the Contractor complies with all provisions of the SBE Program.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

#### **N. Documentation**

1. **Requiring of Information.** The Department or the State funding agencies may at any time require information as specified in Subsection 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor, or subcontractor with the terms of the Contract.

- 2. Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:

  - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
  - b. Work, services, and materials which are not performed or supplied by the Contractor.
  - c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made, and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
  - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
  - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
  - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
  - h. Documentation outlining EEO workforce information for the Contract.
  - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
- 3. Submission of Reports, Forms and Documentation.** Submit reports, forms, and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports, or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
- 4. Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.
- O. Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers, and manufacturers is made in accordance with Section 109.
- P. Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules, and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## STATE FUNDED PROJECT ATTACHMENT 2

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

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

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

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

1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

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

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

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

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

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

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender



identity or expression, veteran's status, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
  - b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a.) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the NJ Department of Labor and Workforce Development, 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 recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
    - iii. The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in 6(i) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - iv. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b.) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral,

or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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.

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

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

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

- C. Equal Employment Opportunity Officer.** Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

**D. Dissemination of Policy.**

- 1. Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.
  - b. **EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.
2. Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.
    - a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.
    - b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

#### **E. Recruitment**

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

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

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

**G. Training and Promotions.**

1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.
2. Consistent with the Contractor's workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
3. Advise employees and applicants for employment of available training programs and entrance requirements for each.
4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.

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

1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
2. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.
5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

- I. Subcontracting.** The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract's Equal Employment Opportunity obligations.

**J. Records and Reports**

1. Keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. Records kept will be designed to indicate:
  - a. The work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
  - d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
2. All such records must be retained for a period of five (5) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

### STATE FUNDED PROJECT ATTACHMENT 3

#### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

**A. Minority and Women Employment Goal Obligations.** The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups." The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

<b>Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects</b>		
<b>County</b>	<b>Minority % Participation Percent</b>	<b>Women % Participation Percent</b>
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

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

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

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
  2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
  3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
  4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- D.** Comply with the other requirements of these EEO Special Provisions.
- E. Reporting Requirements.**
1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
    - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with N.J.A.C. 17:27-7. Also, submit the information within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasury's website



at:

[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa202.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202.pdf).

Instructions for completing the form can be found online at:

[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf).

- b. Monthly, complete and submit an AA 202 - Monthly Project Workforce Report – Construction form for the duration of the Contract. This form may be completed:
  - (1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:
  - (2) Input electronically directly onto the AA-202 form via the Department of the Treasury's Premier Business Services Online Forms web application. Information about how to register and access the Premier Business Services web application can be found at: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/PBS-Introduction-Page.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/PBS-Introduction-Page.pdf). Follow all instructions to set up online access to the web application.
  - (3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <https://www.nj.gov/transportation/business/civilrights/pdf/CC257R.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web-based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month.
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## STATE FUNDED PROJECT ATTACHMENT 4

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

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

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. and Executive Order 11246, it shall take the following actions:

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

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
- G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
- H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

## STATE FUNDED PROJECT ATTACHMENT 5

### PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

- A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
1. Each employee's full name and address of each such employee.
  2. The ethnicity and gender of each employee.
  3. Each employee's specific work classification (s).
  4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
  5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  6. Each employee's gross wage.
  7. The itemized deductions made.
  8. The net wages paid.
- B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.
- C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

## STATE FUNDED PROJECT ATTACHMENT 6

### AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

#### **Equal Opportunity for Individuals with Disabilities.**

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

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

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

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