

Project # T0617-00

Bulletin A

Revised August 2, 2024

STATE OF NEW JERSEY DEPARTMENT OF TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION PO BOX 034, TRENTON, NJ 08625-0034

PROJECT#: **T0617-00 Material Storage Bin Installation**  
NJDOT Berlin Maintenance Yard  
West Berlin, New Jersey 08091

A/E: Stonewater Architecture, LLC

DATE: October 4, 2024

### BULLETIN A

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefor.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

#### A) DIANE B. ALLEN EQUAL PAY ACT

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

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

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

#### B) NJ SUPPLIER DIVERSITY MANAGEMENT SYSTEM – B2GNOW

The State of New Jersey has partnered with software firm B2GNow to develop and implement a Supplier Diversity Management System (“SDMS”) which will be used to track spending on all state contracts. As part of implementing the SDMS, all Contractors will have various administrative obligations to use and update the

SDMS as follows:

Prime Contractor Responsibilities:

1. The Prime Contractor shall create an account on the SDMS, and for this project, the Prime Contractor shall acknowledge payment of any and all invoices by the State. The Prime Contractor shall further require its subcontractors (and all sub-subcontractors) and material suppliers to also create an account in the SDMS.
2. The Prime Contractor shall indicate in the SDMS whenever it pays its direct subcontractors or material suppliers, in such detail as is required. The Prime Contractor shall further require its subcontractors (and all sub-subcontractors) and material suppliers to acknowledge in the SDMS when they get paid by the Prime Contractor, and also indicate when they pay any sub-subcontractors, or lower tier suppliers, in as much detail as is required.
3. The Prime Contractor shall include in its bid price the level of effort needed to comply with the above noted contractual obligations, and shall require the same of its subcontractors. No change orders will be allowed to reimburse for administrative effort to properly use the SDMS.
4. Training for any personnel who are going to be using the SDMS will be provided by B2GNow, at no cost to the Prime Contractor, subcontractors, material suppliers, or to the State. The SDMS website is available at: <https://nj.diversitycompliance.com/?TN=nj>

C) IMPORTANT CONTRACTOR INFORMATION – FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM REGISTRATION):

In accordance with N.J.S.A. 52:32-44.1, any firm seeking to be awarded a contract shall provide a written certification to DPMC that neither the firm nor the firm's affiliates are debarred at the federal level from contracting with a federal government agency. Please see the attached Certification of Non-Debarment Form to be submitted prior to Contract Award.

In addition, any firm seeking to be awarded a contract must register with the Federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, firms must register in SAM at <http://www.sam.gov> and DPMC will verify the firm's registration in SAM prior to contract award.

D) EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and

- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

These factors have been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17 to 1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work orders to employers found to be in violation of the laws.

E) NOTICE OF POST-BID MEETING:

- a. After the bids are received and opened, the Apparent Low Bidder is required to attend a Post- Bid meeting at the State's offices at the date, time and location listed herein.
- b. The Apparent Low Bidder must bring the following to the Post-Bid meeting concerning the work they are performing by their own forces:
  - i. The itemized estimate used in preparation of the bid submission; and
  - ii. The estimator, or other authorized person who can discuss the itemized estimate; and
  - iii. An employee of the company who is authorized to sign the Post-Bid Review meeting minutes.
- c. Each of the Apparent Low Bidder's Subcontractors listed on the bid proposal form must attend the meeting and bring the following concerning the work they are performing by their forces:
  - i. The itemized estimate used in preparation of the bid submission; and
  - ii. The estimator, or other authorized person who can discuss the itemized estimate;
- d. A Post-Bid meeting will be held (tentative and to be confirmed after bids are reviewed):

DATE: TBD

TIME: 10:00 AM

LOCATION: DPMC, 20 W State St, Trenton, NJ or Teleconference

F) AMENDMENTS TO THE INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF THE CONTRACT

**Amend the Instructions to Bidders of the Contract as follows:**

IB 1 BID PROPOSALS

Replace IB 1.1 in its entirety with the following:

IB 1.1 Bid Proposals will only be accepted through the Bid Express system. Proposals must be complete and properly submitted prior to the bid closing date. The closing date and time for bids will be stated in the Advertisement for Bid. Failure by a bidder to have a sealed proposal reach DPMC by the prescribed

time will result in rejection of the bid proposal.

Replace IB 1.2 in its entirety with the following:

IB 1.2 Bids may be accepted on the following branches of work, as applicable:

- a. Lump Sum All Trades
- b. General Construction
- c. Structural Steel
- d. Plumbing
- e. Heating, Ventilating and Air Conditioning
- f. Electrical
- g. Special Categories as may be required

Replace IB 1.3 in its entirety with the following:

IB 1.3 All contractors registered with Bid Express will be able to obtain contract documents, including all plans and specifications, at the Bid Express website. Each bidder is herewith put on notice that its general classification by DPMC is not the sole basis for qualification for the award of work. The Director reserves the right to deny award to any bidder that is not clearly responsible, based upon experience, past performance, financial capability or other material factors, to perform the work required herein.

IB 1.4 Not required for this procurement.

Replace IB 1.5 in its entirety with the following:

IB 1.5 Bid proposals based upon the plans, specifications, general, special and supplementary conditions and bulletins shall be deemed as having been made by the bidder with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed, including those reasonably observable conditions of the premises and surrounding areas which would hinder, delay, or otherwise affect the performance of the contractor required under the terms of the contract. The State will not allow claims for additional costs as a result of the contractor's failure to become aware of the reasonably observable conditions affecting its required performance. The bidder is required to make appropriate allowances in the preparation of the bid for the accommodation of such conditions. Bidders must warrant in the bid documents that the bidder is familiar with conditions existing at the site at the time the bid is submitted.

Replace IB 1.8 in its entirety with the following:

The bidder must complete and submit the following forms electronically through the Bid Express system::

- (1) the proposal signed by the bidder,
- (2) the executed affidavit of non-collusion,
- (3) scanned version of the bid security as further described in Section IB6.

Replace IB 1.9 in its entirety with the following:

IB 1.9 Proposals shall remain open for acceptance and may not be withdrawn for a period of 60 calendar days after the bid closing date. Bidders must honor their prices for 60 days following the bid closing date.

Replace IB 1.11 in its entirety with the following:

a. MacBride Principles - Pursuant to N.J.S.A. 52:34-12.2, a bidder must certify prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates pursuant to N.J.S.A. 52:34-12.2, that the bidder has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a contractor who would otherwise be awarded a contract or agreement does not certify, then the Director may determine, in accordance with applicable law and rules, it is in the best interest of the State to award the contract or agreement to the next responsible bidder who has completed the certification. If the Director finds the contractor to be in violation of the principles which are the subject of this law, s/he shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contractor in default and seeking debarment or suspension of the contractor. Upon signing the contract, the bidder certifies that it abides by the MacBride Principles.

b. Investment Activities in Iran - Pursuant to N.J.S.A. 52:32-55, et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must provide, prior to the time a contract is awarded or renewed, a certification on the DPMC form provided to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. This form must be submitted by the bidder prior to contract award.

IB 2 BID MODIFICATIONS

Replace IB 2.1 in its entirety with the following:

IB 2.1 A bidder may modify or withdraw its bid proposal in Bid Express at any time prior to the scheduled time for receipt of bids.

IB 2.2 Not required for this procurement

Replace IB 2.3 in its entirety with the following:

IB 2.3 A bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from the bid may be made in writing to the Director of DPMC. The written request shall be signed by an authorized corporate officer. A determination of whether the bidder will be released shall be at the sole discretion of the Director, who shall issue a finding within five working days of receipt of all pertinent information relating to such request for relief.

IB 3 CONSIDERATION OF BIDS

Replace IB 3.1, Items c and d in its entirety with the following:

c. The Director reserves the right to waive any bid requirements where such waiver is permitted by law. Such waiver shall be at the sole discretion of the Director.

d. The Director reserves the right to reject any and all bids, in accordance with applicable law, when such rejection is in the best interests of the State. The Director also may reject the bid of any bidder which, in the Director's judgment, is not responsible or capable of performing the contract obligations based on financial capability, past performance, or experience. A bidder whose bid is so rejected may request a hearing before the Director by filing a written notice.

IB 4 AWARDS

Replace IB 4.5, in its entirety with the following:

IB 4.5 The successful bidder and all of its subcontractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., regarding Equal Employment Opportunity in Public Works Contracts.

IB 5 QUALIFICATION OF BIDDERS

Replace IB 5.1 in its entirety with the following:

IB 5.1 If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State (foreign corporation), the award of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Division of Revenue and Enterprise Services. No award of contract will be made until the Division of Revenue and Enterprise Services confirms this authorization.

Replace IB 5.2 in its entirety with the following:

IB 5.2 The DPMC requires that each contractor, except in the case of a single contractor, shall perform a minimum of 35 percent of the contract work by the contractor's own forces. However, the Director has the sole discretion to reduce this percentage depending upon the nature and circumstances in any particular

case, if the Director determines that to do so would be in the best interests of the State, and provided that the bidder submits a written request with the original bid proposal.

Replace IB 5.5 in its entirety with the following:

IB 5.5 At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with “The Public Works Contractor Registration Act,” N.J.S.A. 34:11-56.48, *et seq.* Contractors should be aware that registration and compliance with this act will require, among other things, that the Contractor must report its payroll weekly to the New Jersey Department of Labor and Workforce Development. This reporting is now required to be performed electronically, through a site developed and maintained by the Department of Labor and Workforce Development. Contractors are required to establish an account in this electronic system, and to comply with all relevant reporting requirements. The Department of Labor and Workforce Development has created this portal for contractors to register and submit payrolls: <https://www.nj.gov/labor/wageandhour/prevaling-rates/njwagehub.shtml>.

All questions regarding registration and payroll submission should be addressed to:

Contractor Registration Unit  
New Jersey Department of Labor & Workforce Development  
Division of Wage & Hour Compliance  
P O Box 389  
Trenton NJ 08625-0389  
Telephone: 609-292-9464  
FAX: 609-633-8591

Replace IB 5.6 in its entirety with the following:

IB 5.6 In accordance with N.J.S.A. 52:32-44 all contractors and subcontractors providing goods/services to State agencies and authorities are required to provide the contracting agency or authority with proof of registration with the Department of the Treasury, Division of Revenue and Enterprise Services. The basic registration process involves the filing of Form NJ-Reg., which can be filed online at [www.state.nj.us/njbgs/services.html](http://www.state.nj.us/njbgs/services.html) or by calling (609) 292-7077 or (609) 292-1730. The bidder and subcontractors must submit a valid Business Registration Certificate prior to contract award.

Pursuant to N.J.S.A. 54:49-4.1, firms who fail to provide a copy of a Business Registration or who provide false information of business registration under the requirements of N.J.S.A. 52:32-44, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with DPMC.

## IB 6 DEPOSIT AND BID BOND

Replace IB 6.1 in its entirety with the following:

IB 6.1 The Proposal, when submitted, shall be accompanied by a scanned copy of a Bid Bond satisfactory to the Director, for the sum of not less than fifty percent (50%) of the Total Bid including alternates, if applicable. The signed original bid bond shall be delivered to DPMC by the apparent low bidder within ten (10) calendar days following the bid due date.

Replace IB 6.3 in its entirety with the following:

IB 6.3 The scanned copy of the Bid Bond shall be accompanied by a copy of the power of attorney executed by the surety company or companies. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond. The originals shall be delivered by the apparent low bidder to DPMC within ten (10) calendar days following the bid due date.

#### IB 7 PERFORMANCE AND PAYMENT BOND

Replace IB 7.3 in its entirety with the following:

IB 7.3 If at any time the State, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance or payment bond, the contractor shall, within ten (10) calendar days after notice from the State to do so, substitute an acceptable bond (or bonds). The substituted bond(s) shall be in such form and sum and executed by such other surety or sureties as may be satisfactory to the State. The premiums on such bond(s) shall be paid by the contractor. No contract shall be executed and/or no payment made under a contract until the new surety or sureties shall have furnished such an acceptable bond to the State.

#### IB 8 BULLETINS AND INTERPRENTATIONS

Replace IB 8.2 in its entirety with the following:

IB 8.2 Every request for an interpretation relating to clarification or correction of the plans, specifications, or any request to change contractual terms and conditions or proposed changes other bid documents must be made in writing, addressed to the architect/engineer and the DPMC Director, and must be received at least five (5) working days prior to the date fixed for the opening of the bids. Any and all interpretations, clarifications or corrections and any supplemental instructions must be issued by the Director in the form of written bulletins and mailed by certified mail, return receipt requested, or by electronic notice to all prospective bidders not later than three (3) working days prior to the date of the opening of bids. All bulletins issued shall become part of the contract documents and must be acknowledged in all bid proposals.

#### IB 12 OFFER OF GRATUITIES

Replace IB 12.1, Items a, b, c, d, e and f in their entirety with the following:

- a. No bidder or contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any



fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the contractor to the Attorney General and the State Ethics Commission.
- c. No bidder or contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such entity to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of NJSA 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State offer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No bidder or contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No bidder or contractor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the entity or any other person.
- f. The provisions cited above in paragraphs IB12.1.a. through e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with bidders or contractors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate under paragraph IB12.1.c. above.

**Amend the General Conditions of the Contract as follows:**

ARTICLE 1 – GENERAL PROVISIONS

1.2 CONTRACT DOCUMENTS TO BE PROVIDED BY DPMC

Delete 1.2 in its entirety.

1.5 ASSIGNMENTS

Delete 1.5 in its entirety and replace with the following:

*The Contractor shall not assign all or any part of this Contract without the written consent of the Director. Money due (or to become due) the Contractor hereunder shall not be assigned for any purpose whatsoever.*

ARTICLE 4 – THE CONTRACTOR

4.1 REVIEW OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS

Delete 4.1.1 in its entirety and replace with the following:

*The Contractor shall thoroughly examine and be familiar with all of the Contract Documents and the Site. The Contractor shall investigate and accurately determine the nature and location of the Work, the current building equipment and systems, labor and material conditions, and all matters which may in any way affect the Work or its performance.*

4.3 PERMITS, LAWS, AND REGULATIONS

Delete 4.3.1 in its entirety and replace with the following:

*The DPMC will obtain and pay for the construction permits and inspections (building, plumbing, electrical, elevator and fire), required by the Department of Community Affairs (DCA). When permits are issued by DCA, the appropriate licensed Contractors and/or Subcontractors shall be required to fill out the Contractor section of the Sub-Code Technical Section and sign and affix their raised seal thereto.*

Delete 4.3.7 in its entirety and replace with the following:

*The Contractor shall perform all sewerage disposal work in conformance with the regulations of the State's Department of Environmental Protection.*

Delete 4.3.9 in its entirety and replace with the following:

*Consistent with section 4.4 and 4.5 of these General Conditions, the Contractor shall be responsible for its own actions and protect, defend and indemnify the State from all fines, penalties or loss incurred for, or by reason of, the violation of any municipal ordinance or regulation or law of the State while the said work is in progress.*

Delete 4.3.13 in its entirety and replace with the following:

*The Contractor shall establish an approved Silica Health and Safety Program when tasks generating crystalline silica dust are being performed. This program shall include engineering, work practice, and respiratory protection controls to reduce worker exposure to airborne respirable crystalline dust to levels*

*that are as low as reasonably achievable. When tasks are performed that generate airborne crystalline dust, the Contractor will minimize worker exposure to dust by one, or a combination of the following methods: 1) dust suppression with water, 2) local exhaust ventilation to a high-efficiency dust collector, and/or 3) appropriate respiratory protection devices. The Contractor shall provide a trained, competent person, as defined by OSHA 29 CFR 1926, on site at all times to implement the Silica Health and Safety Program when tasks generating crystalline silica dust are being performed.*

#### 4.4 RESPONSIBILITY FOR THE WORK

Delete 4.4.2 in its entirety and replace with the following:

The Contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations to all parts of the Work, both temporary and permanent, and to all adjoining property at no cost to the State.

#### 4.9 EXCAVATIONS, CUTTING AND PATCHING

Delete 4.9.1 in its entirety and replace with the following:

Soil borings, test pits or other subsurface information may be secured by an independent contractor retained by the State prior to design and construction of the Project and, if obtained, may be included in the Contract Documents for the Contractor's use. The Contractor assumes full responsibility for interpretation of said information.

#### 4.11 EQUIPMENT AND MATERIALS

4.11.5 Delete the second sentence - *Wherever practicable, preference shall be given at all times to material and equipment manufactured or produced in the State of New Jersey, where such preference is reasonable and will best serve the interest of the State.*

#### 4.12 TEMPORARY FACILITIES

Delete 4.12.5, Item a in its entirety and replace with the following:

a. The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes shown on the Contract Drawings or as reasonably required so as to perform the Work. The Contractor shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, grading and compaction, and shall remove snow and debris as necessary to provide and maintain the access roadway and pedestrian ways in serviceable condition.

#### 4.15 PROTECTION/SAFETY

Delete 4.15.2, Item c in its entirety and replace with the following:

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including but not limited to rails, night-lights, aircraft warning lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons and property.

4.18 PROJECT SIGN

Delete 4.18 in its entirety

Add the following paragraphs and sub-paragraphs:

4.18.1 SIGNS AT THE PROJECT SITE

4.18.1.1 The Contractor is not required to provide a project sign.

4.18.1.2 Signs provided by others will not be permitted at the site.

4.20 DPMC FIELD OFFICE

Delete 4.20.1 in its entirety and replace with the following language:

*A separate on-site field office for the use of DPMC personnel is not required for this project.*

Delete 4.20.2 in its entirety and replace with the following language:

*If required, a separate on-site field office for the use by the Contractor is specified elsewhere in the construction documents.*

4.21 PHOTOGRAPHS

Delete 4.21.1 in its entirety and replace with the following language:

*The Contractor shall submit pre-construction photographs and videos and monthly progress photographs in duplicate to the DPMC, giving six (6) views of the Work with each application for payment until the Project is completed.*

ARTICLE 5 - SUBCONTRACTORS

5.1 SUBCONTRACTORS AND MATERIAL SUPPLIER APPROVALS

Delete 5.1.1 in its entirety and replace with the following:

Upon their execution, but not less than fourteen (14) calendar days prior to Subcontractor mobilization on the site, and/or Subcontractor billing, the Contractor shall forward to the Architect/Engineer on the form provided by the DPMC the names of all its Subcontractors and suppliers, of such others as the DPMC may direct, proposed to perform the principal parts of the Work. The Contractor shall forward the appropriate DPMC form to the Architect/Engineer for approval. Department of Labor and Workforce Development Public Works Contractor Registration and New Jersey Business Registration Certificate are required for all Subcontractors.

Delete 5.1.2 in its entirety and replace with the following:

If the DPMC has objection to any proposed or approved material supplier, the Contractor shall substitute another material supplier acceptable to DPMC. Under no circumstances shall the State be obligated for additional cost due to such substitution.

## 5.2 CONTRACTOR-SUBCONTRACTOR RELATIONSHIP

Delete 5.2.3 in its entirety

## ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

Revise Article 6 as follows:

### 6.1 GENERAL

Delete 6.1 in its entirety and replace with the following:

*The Contractor shall be required to provide Graphic Format progress schedules, as defined in section 6.4 below.*

### 6.2 CONSTRUCTION PROGRESS SCHEDULE (CRITICAL PATH METHOD - CPM CONSULTANT RETAINED BY THE STATE).

Delete 6.2 in its entirety:

### 6.3 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR. Delete

6.3.1 in its entirety and replace with the following language:

*6.3.1 Schedule Format: The contractor shall be responsible for preparing, updating and distributing a Gantt chart progress schedule constructed using either Microsoft Project or a Microsoft Project compatible software ["Schedule"] for the project work in accordance with this Sub- paragraph.*

*6.3.1.1 The Schedule must be furnished as a Microsoft Project file and in paper format if required.*

*6.3.2 Requirements for what is included in the Schedule: The Schedule shall fully describe the project work in*

*sufficient detail to satisfy the architect/ engineer and the Director.*

*6.3.2.1 The Schedule must be accurate in its depiction of all project activities.*

*6.3.2.2 The Schedule shall, at a minimum, indicate in suitable detail, all significant features of the work or work activities to be performed, including the placing of orders and anticipated delivery dates for critical items, dates for submissions and approvals of submittals and shop drawings, all change order work, all necessary inspections, the beginning and time duration for all tasks, predecessors and successors for each task, contract milestones, the NTP, the dates of substantial and final completion of the work and significant Agency or State milestones, when applicable.*

*6.3.2.3 The Schedule must show the project's critical path.*

*6.3.2.4 The contractor may be required to add other information to the Schedule including, but not limited to, costs and resources.*

*6.3.2.5 The Schedule must show the durations in calendar day and acknowledge weekends and State holidays as non-working days, unless otherwise required by the contract.*

*6.3.2.6 The Schedule must show the date of Substantial Completion occurring on or before the contract duration end date unless otherwise approved by the architect / engineer and the Director.*

*6.3.3 The Schedule as the project record: The contractor agrees that the Schedule shall constitute the official historical record of project's progress.*

*6.3.4 Approved Schedule: All references herein to the Schedule shall mean a Schedule that is approved by the Project Team including, but not limited to the architect/engineer and the Director.*

*6.3.4.1 The architect/engineer or Director can request the addition of information to the schedule when it is, in their opinion, necessary to better describe the contractor's work effort prior to granting their approval.*

*6.3.5 Complying with the Schedule: The contractor shall furnish sufficient labor, materials and equipment to ensure the prosecution of the work in accordance with the Schedule.*

*6.3.6 Recovery Schedule: The contractor is required to provide a recovery schedule if the completion time for any task deemed necessary for Substantial Completion is not scheduled to be complete prior to the contract duration allotted in the contract.*

*6.3.6.1 To create the recovery schedule the contractor shall, among other things, revise the sequence of tasks and /or the time for performance of tasks through concurrent operations, additional manpower or, when allowable, overtime or additional shifts etc. until it is assured that Substantial Completion will occur on or before the contract completion date.*

*6.3.6.2 The State will not allow any additional charges for work performed or made necessary in order for the contractor to comply with the dates shown in the recovery schedule i.e. no additional charges will be allowed the contractor for overtime, additional manpower, equipment, additional shifts, etc., except as provided for elsewhere in the contract.*

- 6.3.6.3 *The contractor is required to perform in accordance with the tasks and durations as shown in the recovery schedule including meeting the dates shown for Substantial and Final Completion.*
- 6.3.6.4 *The recovery schedule must comply with all requirements of this section and all references to and requirements for the Schedule shall also apply to the recovery schedule.*
- 6.3.7 *Submission and review requirements for the project schedule:*
- 6.3.7.1 *The contractor must submit and obtain approval of the initial schedule within 30 days after the Notice to Proceed, but in no case later than the first application for payment.*
- 6.3.7.2 *Subsequently the contractor must update and submit the project schedule immediately upon the occurrence of a change in an activity or event that may, in the architect's/engineers/s opinion, significantly change the current approved schedule, but at a minimum the schedule must be updated every two weeks and submitted at the bi-weekly progress meeting.*
- 6.3.7.3 *The updated schedule must include any activities that were added for any reason including, but not limited to change order work approved to date.*
- 6.3.7.4 *The updated progress schedule shall include the progress achieved for each activity that was scheduled including the actual dates the work was started and completed.*
- 6.4.7.5 *The project schedule shall be reviewed in detail at every bi-weekly progress meeting.*
- 6.3.7.6 *The absence of bi-weekly meetings does not relieve the contractor of his obligation to provide a schedule every two weeks.*
- 6.3.7.7 *The architect/engineer or Director reserves the right to cancel or reschedule the bi-weekly meeting or otherwise take preemptive action if the contractor does not have an approved progress schedule ready for submission as described herein.*
- 6.3.8 *Schedules and payments or extensions of time:*
- 6.3.8.1 *The contractor will make no claim for, and have no right to, additional payment or extension of time for completion of the work in accordance with the schedule, or any other concession because of any misinterpretation or misunderstanding on the contractor's part of the project schedule, or because of any failure on the contractor's part to become fully acquainted with all conditions relating to the project schedule and the manner in which it will be used on the project, or because of any other contractor's failure to properly participate in the development of a schedule or to perform the contract in accordance with the schedule.*
- 6.3.8.2 *A copy of the current, updated and approved schedule is a required attachment to each application for payment.*
- 6.3.8.3 *Failure to include a copy of the current, updated and approved schedule with the payment request shall be cause for rejection of the progress payment request.*

- 6.3.9 *Two week look ahead/look behind work plan: In addition to the project schedule requirements, the contractor is required to submit a two week look ahead/look behind work plan at every bi-weekly project meeting.*
- 6.3.9.1 *The work plan shall focus on the activities that have been completed in the last two weeks and those planned for the next two weeks.*
- 6.3.9.2 *The work plan shall be in greater depth than the overall project schedule.*
- 6.3.9.3 *The work plan shall identify the contractor's activities that impact the operations and occupants of the State building or facility of the subject project.*
- 6.3.9.4 *The work plan shall be a subset of the current schedule and all activities shall coordinate between them.*
- 6.3.9.5 *The absence of a bi-weekly meeting shall not relieve the contractor of his responsibility to provide this work plan.*
- 6.3.9.6 *This work plan is in addition to and not in lieu of the schedule requirements described in Sub-paragraph 6.4 et al.*
- 6.3.10 *The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work. If abnormal weather losses can be shown to have impacted the Project completion date, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.*
- 6.3.11 *The "Construction Duration" identified on the Bid Proposal Form shall be from the Notice to Proceed to Substantial Completion.*

## ARTICLE 7 – TIME OF COMPLETION

### 7.5 DELAY, DISRUPTION AND INTERFERENCE

Delete 7.5.2, Contractor's Damage for Delay, Disruption or Interference in its entirety and replace with the following:

The Contractor shall not be entitled to recovery of money damages from the DPMC caused by delay, disruption or interference with the Contractor's Work except as expressly provided under section 7.5.2 of these General Conditions paragraph. The Contractor expressly agrees that the Contractor's remedy for delay, disruption or interference shall be limited to an extension of time only and that there shall be no recovery of money damages by the Contractor for any delay, disruption or interference with the Contractor's work attributable to any cause whatsoever (other than the State's negligence, bad faith, active interference or other tortious conduct). The Contractor expressly agrees that it shall not be entitled to recover damages due to delay, disruption or interference caused by any of the following:



- a. Delayed execution of the contract or any of the causes referenced in paragraph 7.5.2;
- b. Any act or omission by any party other than the State, including, but not limited to, the Architect-Engineer, any other Contractor or Subcontractor, any CPM or other consultant retained by the State, any construction manager retained by the State, any agency or instrumentality of the federal government or of any local governmental entity or any utility (e.g., gas, electric, telephone, cable);
- c. Any act or omission of any agency or instrumentality of the State, other than the DPMC, including, without limitation, the Department of Environmental Protection and the Department of Community Affairs;
- d. Weather;
- e. Subsurface conditions of any type including, without limitation rock and underground utilities, whether or not such conditions were reasonably ascertainable to the Contractor at the time of bidding;
- f. Use of all or any portion the Project premises prior to completion of the Work to the extent that such use is permitted under the terms of the Contract;
- g. Delay in obtaining any permit or approval;
- h. Delay caused by the issuance of any court order, injunction or restraining order;
- i. Any delay which does not entitle the Contractor to an extension of the Contract Completion Time under Section 6.2.8 of these General Conditions; or
- j. Delay attributable to any other cause, other than a cause for which the State is legally restricted from enforcing a contractual “no damage for delay” clause under N.J.S.A. 2A:58B-3 or any other provision of law restricting or barring the enforcement of such clauses.

In interpreting this provision, the negligence or other wrongful conduct of others, including, without limitation, the Architect/Engineer, the CPM consultant, any construction management firm and any other firm or person retained by the State shall not be imputed to the State. Further, to the extent that the Contractor is entitled to recover monetary damages for delay under this Contract, such recovery shall be limited to actual direct costs incurred on account of the delay, and shall not include profit or other markup on such costs, home office overhead calculated under the Eichleay formula or any other kind of consequential or indirect cost or damage, including but not limited to any alleged cost or damage under the total cost method, the modified total cost method, or productivity factors (costs for inefficiency based on industry productivity factors such as those provided by the Mechanical Contractors Association of America (MCAA) Factors Affecting Labor Productivity).

## ARTICLE 9 – PAYMENTS

### 9.1 INVOICES

Delete 9.1.5, Item a in its entirety and replace with the following:

- a. A proper invoice will be deemed to have been received by the Owner when it is received by the person or entity designated by the State to review and sign the invoice on the State’s behalf at the address designated in the pre-construction conference for receipt of invoices. Receipt of an invoice by such person or entity shall commence the running of the 20-day period for formal approval and certification as

provided under N.J.S.A. 2A:30A-2(a);

Delete 9.1.6 in its entirety and replace with the following:

The provisions of this Article 9 shall not govern the State’s payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the contractor to the extent that the contractor has not performed in accordance with the provisions of the contract. Nor shall this Article 9 govern the State’s payment obligations nor supersede or modify any other contractual provision governing Contractor claims for additional compensation beyond the base contract price and approved change orders.

## 9.2 INTEREST

Delete 9.2.2 in its entirety and replace with the following:

Interest may be paid by separate payment to the Contractor, but shall be paid within thirty (30) calendar days of payment of the principal amount of the approved invoice.

Delete 9.2.3 in its entirety and replace with the following:

Nothing in this Article 9 shall be construed as entitling the Contractor to payment of interest on any sum withheld by the State for any reason permitted under the Contract or applicable law, or on any claim for additional compensation, over and above sums due under the base Contract or approved change orders.

## 9.8 MISCELLANEOUS

Delete 9.8.1 in its entirety and replace with the following:

Disputes regarding nonpayment of a Contractor’s invoice under this Article 9 may be submitted to non-binding Alternative Dispute Resolution (ADR) upon mutual agreement of the State and the Contractor. In such event, the State and the Contractor shall share equally the fees and expenses of the selected mediator, arbitrator, umpire or other ADR neutral. Provided, however, that nothing herein shall be construed, in whole or in part, as a waiver, release or modification of the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., which governs claims against the DPMC.

## ARTICLE 13 – OTHER REQUIREMENTS

### 13.1 PREVAILING WAGE

Delete 13.1.1, Item a, 2 in its entirety and replace with the following:

(2) At the time of the bid due date, the Bidder and any Subcontractors identified by the Bidder must be registered in accordance with “The Public Works Contractor Registration Act” (N.J.S.A. 34:11-56.48 et seq.) All questions regarding registration shall be addressed to:

Contractor Registration Unit  
New Jersey Department of Labor and Workforce Development  
Division of Wage & Hour Compliance  
P O Box 389  
Trenton NJ 08625-0389  
Telephone: 609-292-9464  
FAX: 609-633-8591

### 13.4 INSURANCE

Rename 13.4.1, Item b: "Business/Commercial Automobile Liability":

- G) REVISIONS AND/OR CLARIFICATIONS TO THE DRAWINGS, SPECIFICATIONS AND/OR PROJECT REQUIREMENTS:
1. UCC Permits have been paid by the State.
  2. All Technical Sections that reference manufacturers and products are hereby revised to include "Or Approved Equal." Technical Sections of the Specifications have not been reissued as part of this Bulletin A.
  3. "Approved Equal" requests must be presented in writing during the Question and Answer period of the Bid Phase, after which they will not be considered. The Question and Answer period will be provided by the DPMC during the bid phase or announced at the Pre-Bid Meeting. A response will be provided by the Consultant via Bulletin.
  4. As it relates to testing and inspections, all testing and inspections indicated in the specifications shall be performed by a DPMC prequalified firm and arranged and paid for by the Contractor and in no situation by the Owner.
  5. INSTALLER, MANUFACTURER & FABRICATOR QUALITY ASSURANCE & QUALIFICATIONS: Eliminate any and all references to "Installer" and/or "Fabricator" quality assurance requirements which specifically pertain to stated minimum required experience in years and number of previous projects. All other requirements for QA/QC, including but not limited to compliance with relevant codes, standards, and manufacturer installation instructions remain applicable.
  6. Delete any and all references to "Supplemental General Conditions" and "Special Conditions".
  7. The Investment Activities in Iran Form is attached to this Bulletin. The apparent low bidder will be required to submit this form prior to Contract Award.
  8. Pursuant to N.J.S.A. 52:32-60.1, the Bidder must certify prior to contract award that the Bidder is not identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list available here: <https://sanctionssearch.ofac.treas.gov/> and that neither the Bidder nor any of the its parents, subsidiaries, or affiliates is engaging in prohibited activities in Russia or Belarus as

defined by N.J.S.A. 52:32-60.1(e). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities.

**\*Contractors are advised that the firm to be awarded the project will be required to submit a signed certification that the firm complies with all requirements of N.J.S.A. 52:32-60.1 prior to contract award. Please see the attached Certification of Non-Involvement in Prohibited Activities in Russia or Belarus form to be submitted prior to Contract Award.**

9. **No on-site work prior to April 1, 2025** to avoid interference with winter operations, which occur from October 1, 2024 through April 30, 2025. **All punch list work must be completed by September 30, 2025.**
10. Construction of the Waterway is prohibited **May 1 through June 30** of each year. See the attached State of New Jersey Department of Environmental Protection Watershed & Land Management Permit.
11. **This project will be fully completed within 270 calendar days.** The Contractor is obligated to expedite the submittal of a complete submittal package on all long lead items (through approval). The A/E will need to expedite the submittal review of all long lead items (through approval). The Contractor must establish the release/PO of all long lead materials and equipment with their suppliers, vendors, manufacturers, etc... immediately after submittal approvals. All steps above must be accomplished within 30 calendar days of the NTP. Once delivery dates are confirmed after release, the delivery dates will be incorporated into the progress schedule to determine the direct impact on the Substantial Completion date. At that time (and if the confirmed lead times will impact the schedule), a no-cost time extension will be considered along with other potential schedule recovery efforts.
12. The contractor **shall be responsible for the necessary fuel** to fill the diesel generator tank for all field tests, associated startups, commissioning, and training. As a requirement for substantial completion, the contractor is also responsible for **refueling the generator tank to its full capacity** after all necessary field tests, associated startups, commissioning, training etc., before transfer to the using agency.
13. The State will **not** entertain asphalt cement and fuel price adjustments in accordance with NJDOT Specification 160.03.02.
14. Wherever there is a reference to AISC Certification: neither the Contractor nor the Fabricator is required to be AISC Certified, but all related work must conform to the AISC Standards referenced in the currently adopted building code.
15. Specification Section 051200 - 1, 1.3, B, delete the phrase "The New York City building Code, 2014" and replace with "2021 International Building Code New Jersey Edition".
16. Specification Section 263213 - 6, Part 5, article "5.2" is unintentionally unused.
17. Specification Section 263213 - 7, Part 7, articles "7.2" & "7.3" were unintentionally unused.
18. Specification Section 263213 - 7, Part 7, replace article phrase "7.7 Training" with "7.9 Training".
19. Specification Section 051200-7, 1.6, D & E, delete the wording "DPMC Pre-Qualified".

Project # T0617-00

Bulletin A

*Revised August 2, 2024*

20. Specification Section 074213-4, 1.6, D – Delete and replace with the following: “Refer to Article 4.11.5 of the Instructions to Bidders and General Conditions dated Revised December 2015”.
21. Specification Section 311413-2, 3.1, A, delete the phrase “between November 15 and March 1” and replace with “at end of project and before the late September close-out date”.
22. Specification Section 321623-3, 3.1, F, delete the phrase “November 1 and March 15” and replace with “April 1 and September 30”.

ATTACHMENTS:

1. Certification of Non-Debarment Form
2. Investment Activities in Iran Form
3. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form
4. State of New Jersey Department of Environmental Protection Watershed & Land Management Permit

END OF BULLETIN A

**NEW JERSEY DEPARTMENT OF THE TREASURY**  
**DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**  
**CERTIFICATION OF NON-DEBARMENT FORM**

DPMC Contract No: \_\_\_\_\_

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

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

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

**CERTIFICATION**

Pursuant to N.J.S.A. 52:32-44.1, I, the undersigned, being duly authorized to complete this certification on behalf of the above-named Contractor, do hereby certify and attest, under the pains and penalties of perjury, that:

- The Contractor is not debarred at the federal level from contracting with the federal government;
- None of the parent entities, subsidiaries, related entities or affiliates of the Contractor are debarred at the federal level from contracting with the federal government;
- I am authorized to execute this certification on behalf of the Contractor;
- I acknowledge that the State of New Jersey is relying on the information contained herein;
- I acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contract(s) with DPMC to notify DPMC in writing of any changes to the information contained herein; and
- I acknowledge that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution, and such misrepresentation may be considered fraudulent, and/or a material breach of the Contractor's contract(s) with the State of New Jersey.

If DPMC finds a person or entity to be in violation of the law, it shall take action as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and/or seeking debarment or suspension of the party.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**BIDDER NAME:** \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposalor otherwise proposes to enter into or renew a contract with the State of New Jersey must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Director of the Division of Property Management and Construction finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to; imposing sanctions, seeking compliance, recovering damages, declaring the party in default and/or seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

**Entity Engaged in Investment Activities**  
**Relationship to Bidder**  
**Description of Activities**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Duration of Engagement**  
**Anticipated Cessation Date**

\_\_\_\_\_  
\_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



# CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor<sup>i</sup>”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

- B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

- C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

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Signature of Vendor’s Authorized Representative

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Print Name and Title of Vendor’s Authorized Representative

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Vendor’s Name

---

Vendor’s Address (Street Address)

---

Vendor’s Address (City/State/Zip Code)

---

---

Date

---

Vendor’s FEIN

---

Vendor’s Phone Number

---

Vendor’s Fax Number

---

Vendor’s Email Address

---

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).





**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](http://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> October 11, 2023</p>
		<p><b>Expiration Date</b> October 10, 2028</p>
<p><b>Permit Number(s):</b> 0406-18-0002.1 LUP230001</p>	<p><b>Type of Approval(s):</b> Flood Hazard Area Individual Permit Freshwater Wetlands Transition Area Waiver- Special Activity Redevelopment</p>	<p><b>Governing Rule(s):</b> N.J.A.C. 7:13-1.1(b) N.J.A.C. 7:7A-1.1(a)</p>
<p><b>Permittee:</b> New Jersey Department of Transportation c/o Brendan Brock P.O. Box 600 Trenton, New Jersey 08625</p>	<p><b>Site Location:</b> Block(s) &amp; Lot(s): [112, 1] Municipality: Berlin County: Camden</p>	
<p><b>Description of Authorized Activities:</b></p> <p>This document authorizes the removal of an existing material storage shed and construction of a new materials storage bin. Additional construction activities will include the restoration of the regulated bank and channel associated with an unnamed tributary to the Great Egg Harbor River on the parcel(s) referenced above.</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 within their community's Special Flood Hazard Area is compliant with the local Flood Damage Prevention Ordinance, and minimum NFIP standards, regardless of any state-issued permits. FEMA requires communities to review and permit all proposed construction or other development within their SFHA in order to participate in the NFIP.</i></p>		
<p><b>Prepared by:</b>  Sheldon Piggot</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 align="center"><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. 7:13-2.18; N.J.A.C. 7:7A-22.

<b>TAW - Special Activity Redevelopment</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Freshwater wetlands</b>	0	0
<b>Transition areas</b>	0	0.31
<b>State open waters</b>	0	0

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

**SPECIAL CONDITIONS:**

1. For the purposes of this permit, the Department has determined that this project is not a Major Development as defined in the Stormwater Management rules at N.J.A.C. 7:8-1.2. Therefore, the Department did not review the proposed project for compliance with these rules.
2. All foundations, slabs, footings and walls of the proposed structure/s shall be designed to resist uplift, flotation, collapse and displacement due to hydrostatic and hydrodynamic forces resulting from flooding up to an elevation of one foot above the flood hazard area design flood elevation. Furthermore, all structural components shall be designed to resist the same forces.
3. The riprap proposed within the channel must be carefully imbedded into the channel substrate and contoured to mimic the original physical characteristics of the channel (such as its shape, slope, thalweg and meander) in order to provide low-flow aquatic passage throughout the entire disturbed area. Furthermore, any void spaces within the riprap must be filled with native substrate from the channel.
4. Construction equipment shall not be stored, staged, or driven within any regulated areas onsite, unless expressly approved by this permit or described on the approved plans.
5. The applicant is responsible for installing and maintaining a silt fence sediment / turbidity barrier around the proposed construction area, sufficient to prevent the sedimentation of the adjacent freshwater wetlands and the Tributary. All sediment barriers and other soil erosion control measures shall be installed prior to commencing any clearing, grading, or construction onsite, and shall be maintained daily in proper working condition throughout the duration of the project.
6. In order to protect the general game fish species within the Un-named Tributary; any proposed activities within the Brook is prohibited **May 1 through June 30 of each year**. In addition, any

activity within the 100-year floodplain or flood hazard area of this watercourse which would introduce sediment into said Tributary or which could cause more than a minimum increase in the natural level of turbidity is also prohibited anytime, but especially during this period. The Department reserves the right to require additional soil conservation measures if it becomes evident that additional soil conservation measures are required to protect State regulated resources or to suspend all regulated activities on-site should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.

7. The applicant shall be responsible for the removal and the disposal of all debris to an off-site non-regulated upland area. No construction debris, concrete, soil or rock is to be disposed of within the Tributary, flood hazard areas, freshwater wetlands and/or freshwater wetland transition areas.
8. The Division has determined that the riparian zone required adjacent to this portion of the un-named Tributary is 50 feet. Although no disturbance is proposed to any vegetated riparian zone, please note that **any un-authorized clearing of trees or other vegetation in the riparian zone is prohibited.**
9. **Planting and Restoration of the Riparian Zone:**
  - a. **The plantings shall be concurrent with the permitted activity as shown on the approved plans or during the next appropriate growing season if construction commences between November and March.**
  - b. **The applicant shall be responsible for ensuring the survival of the trees, woody shrubs and other vegetation with adequate watering and care through the first growing season. Any losses of trees or woody shrubs shall be replaced during the next appropriate planting season.**
  - c. **The restoration area shall not be maintained as a lawn or as a landscaped area, rather the area shall be allowed to revert to a natural plant community.**

#### **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 email notification to the Bureau of Coastal & Land Use Compliance & Enforcement at [CLU\\_tomsriver@dep.nj.gov](mailto:CLU_tomsriver@dep.nj.gov) at least 3 days prior to commencement of site preparation and/or regulated activities, whichever comes first. The notification shall include proof of completion of all pre-construction conditions, including proof of recording of permits, approved plans and/or conservation easements, if required. The permittee shall allow an authorized Bureau representative on the site to inspect to ensure compliance with this permit.
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 PLAN(S):**

The drawings hereby approved consist of five (5) sheets prepared by Roberts Engineering Group, LLC, undated, last revised October 11, 2023, and entitled:

“T0617.00 WEST BERLIN STORAGE BIN INSTALLATION WEST BERLIN MAINTENANCE YARD, CAMDEN, NEW JERSEY”

“EXISTING CONDITIONS PLAN, NOTES & LEGEND”-Sheet C001.00,

“SITE CONSTRUCTION PLAN”- Sheet C004.00,

“SITE ENVIRONMENTAL PLAN”- Sheet C005.00,

“SITE GRADING PLAN”-Sheet C006.00,

“RIPARIAN RESTORATION PLAN”- Sheet FWW-02, dated March 25, 2021, last revised October 11, 2023.

**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:



Digitally signed by  
Chingwah Liang  
Date: 2023.10.11  
16:14:49 -04'00'

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Chingwah Liang, Environmental Engineer 3  
Watershed & Land Management

- c: Municipal Clerk, Township of Berlin  
Municipal Construction Official, Township of Berlin  
Agent (original) – Brendan Brock (New Jersey Department of Transportation)