PROFESSIONAL SERVICES DESCRIPTION
FOR THE POSITION OF:

Port of Paulsboro
Dredging and Dredge Material Management
Inspection Services
During the Construction Phase

SUBMISSION DEADLINE:
May 12, 2011 at 11:00 A.M.

FAIR AND OPEN PUBLIC SOLICITATION PROCESS
FOR PROFESSIONAL SERVICES

FOR

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
109 BUDD BOULEVARD
WOODBURY, NEW JERSEY 08096
Through this Request for Qualifications/Proposals, the Gloucester County Improvement Authority (GCIA), on behalf of the South Jersey Port Corporation (SJPC) and the County of Gloucester, New Jersey seeks to engage a specialty consultant for the term from the date the successful consultant is issued a notice to proceed letter until completion of the dredging and dredge material management activities associated with the Port of Paulsboro, a 4-berth marine terminal. While construction on the marine terminal commenced during the fall of 2009, on-site dredging activities are forecast to commence on or about July 1, 2011 in compliance with NJDEP and US Army Corps of Engineers permit approvals. This professional services contract will be awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.

The specialty consultant’s Standard Requirements of Technical Proposal (items A thru M) and Cost Proposal must be received prior to and will be publicly opened and the Total Cost read aloud on May 12, 2011 at 11:00 A.M. at the GCIA administrative office located at 109 Budd Boulevard, Woodbury, New Jersey. Each specialty consultant is advised that compliance with the “Fair and Open Standardized Submission Requirements and Selection Criteria” is required. These requirements must be obtained by contacting Danae Ciociola of the GCIA at 856-848-4002.

**Port of Paulsboro Overview**

In summary, the Dredging and Dredge Material Management Inspection Team is to oversee the planning, equipment, techniques and methods that will be implemented by the Contractor to accomplish the dredging and dredge material management related activities (i.e. the Work) for the Paulsboro Marine Terminal. The Inspection Team shall make recommendations as required to ensure that the contract value associated with dredging and dredge material management is not exceeded, the Work is accomplished in compliance with NJDEP and USACOE permit conditions and the PMT-004 Contractor’s approved implementation schedule is achieved. In addition, the Dredging and Dredge Material Management Inspector will coordinate and integrate the dredge material management inspection activities, progress and findings with the Construction Management Team, which is overseeing the Port of Paulsboro’s construction program. Throughout the dredging and dredge material processing, placement and disposal process, the Dredging and Dredge Material Management Inspector shall work with the Construction Management Team and in particular, the Project Safety Director to effectively implement the project’s safety and Owner Controlled Insurance Programs while verifying that the installed work is compliant with the approved design and quality standards.

The Port of Paulsboro consists primarily of two components – a marine terminal and an access road and bridge, which are further detailed in the NJDEP and USACOE permit approvals, and include ancillary items such as an adjacent esplanade area, an off-site tidal wetland mitigation area, and an off-site kayak launch. The Construction Management Team shall be responsible for managing the construction, dredging and crane installation of Phase I of the marine terminal, which has a maximum available construction cost of $135 million. Phase I construction, dredging and crane installation is funded by South Jersey Port Corporation (SJPC) revenue bonds and includes up to 1,500 linear feet of pile supported wharf, backlands, a ship to shore crane, a mobile harbor crane and ancillary items as detailed previously. Construction of the access road and bridge has a maximum available construction cost of $16 million and is funded by a grant agreement between the New Jersey...
Department of Transportation (NJDOT) and the County of Gloucester, New Jersey. As of December 31, 2010, construction of Phase I of the Marine Terminal and the Access Road and Bridge are fully funded.

In an effort to facilitate project implementation, the Borough of Paulsboro, the County of Gloucester, New Jersey, the GCIA and the SJPC have entered into a number of agreements. A Development and Management Agreement (DMA) between the SJPC and GCIA is dated August 1, 2009 and establishes that the GCIA shall act as exclusive development and contracting agent for, and the benefit of, SJPC with respect to the development and construction of the Paulsboro Port project.

The Port of Paulsboro team has recently obtained (i) NJDEP Waterfront Development Permit / Water Quality Certificate / Acceptable Use Determination / Freshwater Wetlands Individual Permit / Flood Hazard Act Permit (e.g. NJDEP File No. 0800-07-0003.3) and (ii) US Department of the Army, Philadelphia District Section 10 and Section 404 Permit (e.g. CENAP-OP-R-2007-1125-35). Refer to a copy of each permit, which is available as reference material.

In addition to these State and Federal permit approvals, the marine terminal’s final design is underway by CH2M Hill, a professional consulting and engineering firm located in Philadelphia, PA, which is under contract to the GCIA.

From a construction standpoint, the Paulsboro team has previously awarded five construction contracts. One contract is complete whereas the second is substantially complete. The five construction contracts are:

- PMT 001 – Site Preparation / Fill Material Round 1
- PMT 002 – Select Demolition
- PMT 003 – Access Road and Bridge
- PMT 004 – Bulkhead, Dredging and Subgrade Preparation
- PMT 005 – Monitoring Well Extension Round 2

A subsequent contract, PMT 006 – Tidal Wetland Mitigation, is scheduled for award in May 2011. Upwards of 10 additional construction packages or contracts are envisioned. The additional construction elements include the pile supported wharf; utility rough-in, distribution and connection; final site work and surface pavements; vertical buildings and infrastructure; esplanade and kayak launch. Each of which are further defined herein and in the approved permit documents. The Dredging and Dredge Material Management Inspection Team is to assist the Construction Management Team in overseeing the PMT004 Dredging Contractors work to ensure that the dredging and dredge material placement and disposal are conducted in compliance with the balance of the Port of Paulsboro construction activities.

In support of the construction program, the Port of Paulsboro has implemented an Owner Controlled Insurance Program (OCIP), which covers only on-site construction, dredging and dredge material management activities. Refer to Attachment B for further OCIP related details.
Key aspects of the Port of Paulsboro include the construction, commissioning, startup and operation of the Paulsboro Marine Terminal. At full build, the terminal’s waterside components are planned to consist of a 2,850 foot pile-supported wharf structure combined with pile-supported access trestles and adjacent backland infrastructure. The backland infrastructure is planned to include a combination of transit sheds, warehouses, processing facilities, paved open storage areas, truck/rail loading and unloading areas, maintenance facilities, administration offices, a security gate complex and access roads. At the completion of Phase I of the Port of Paulsboro, a complete, operating, MTSA regulated marine terminal is required.

As further detailed in the PMT004 Construction Contract, the NJDEP Waterfront Development Permit No. 0800-07-0003.3 and the USACOE Permit No. CENAP-OP-R-2007-1125-35, the Dredging and Dredge Material Management Team shall, at a minimum, manage the following on-site activities:

- Dredging to approximately 40 + 2 foot depths from MLW for berths 1 thru 3 and to approximately 20 + 2 foot depth from MLW for the barge berth will generate approximately 334,000 cubic yards (CY) of sediment of which 132,000 CY is fine grained (i.e. predominantly silt) and 202,000 CY is coarse grained (i.e. predominantly sand);

- Material to be dredged was sampled and tested for a broad suite of chemical constituents including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, pesticides and poly-chlorinated biphenyls (PCBs). Based on this testing, approximately 86,000 CY of dredge material is expected to contain a limited number (6) of chemical constituents of concern (COCs), which exceed NJDEP non-residential soil remediation standards. The specific COCs identified are; benzo(a)pyrene, dinitrotoluene, PCBs, dieldrin, arsenic, and lead;

- Fine grain dredged material shall be dredged mechanically utilizing a NJDEP-ODST approved modified clamshell bucket and reduced hoist speeds within specific reach or dredge areas as further detailed in the permit documents;

- Material containing COCs will be amended with Portland cement or other NJDEP approved admixture to bind the COCs and stabilize it for transportation. The amended material will then be taken offsite and landfilled at the Gloucester County Solid Waste Complex in South Harrison Township, Gloucester County, New Jersey;

- Remaining fine grain material will be amended if required for structural stability and be beneficially reused as backfill;

- Coarse grain material will be dredged mechanically and also beneficially used as fill onsite.

For reference purposes, other on-site activities that are expected to be simultaneously occurring include the following:
- Installation of approximately 1,570 feet of low-profile bulkhead wall along the channel-side of the wharf, which shall retain existing sediments from sloughing off into the dredging area;

- Installation of approximately 2,870 feet of knee-wall bulkhead along the shoreline, which shall retain on-site fill material;

- Placement, grading and compaction of fill material atop of existing sub-grade to raise the proposed post-construction elevation above the 100-year flood plain;

- Soil compaction techniques such as the placement of surcharge material within areas of historic fill placement along the Delaware River shoreline;

- Installation of the required storm water management collection, distribution and outfall systems;

- Installation of the primary electrical power supply (feed) and high mast lighting system and other utility infrastructure such as potable water, fire water, sanitary sewer, telecommunications, and IT;

- Following the commencement of dredging activities, construction of two deep water berths (e.g. Phase I) consisting of up to approximately 1,500 linear feet of pile supported concrete deck, which is interconnected with the existing shoreline by pile supported deck, retaining wall or similar infrastructure;

- Construction of in-terminal access roads, retaining walls, rail crossing, rail circulation and yard infrastructure;

- Construction of linear esplanade (i.e. buffer / transition area) along southern and western site boundary;

- Creation of off-site mitigation, such as the fresh water wetlands and intertidal habitat, in Logan Township;

- Development of new waterfront access thru the use of a kayak launch in Mantua Township; and

- Construction of a two lane access road that connects to Paradise Road crosses State Route 44 and feeds directly to Exist 19 of I-295. The new access road is approximately eight tenths of a mile long that includes a three span 490-foot long bridge across the Mantua Creek. The bridge is a steel girder structure on concrete piers and abutments supported by piles.

The project implementation schedule includes the following intermediate milestones:

- Site Preparation: Round 1 - complete

- Site Preparation: Round 2 and surcharge activities - commenced March 2011
• Access road and bridge construction – commenced March 2011

• Dredging in compliance with environmental permit conditions – planned July 2011

• Wharf (2-berths) construction – planned to commence in fall 2011 following dredging & design completion

• Esplanade (i.e. buffer / transition) area – planned to commence in fall 2011 following Borough of Paulsboro acceptance

• Commence initial terminal operations – December 2012

• Complete marine terminal phase I (2-berths) – March 2013

**Company Qualifications**

The prospective Dredging and Dredge Material Management service firm shall provide details that indicate successful inspection and oversight of the planning, equipment, techniques and/or methods utilized by the Consultant for the following minimum number of projects:

• 10 dredging projects during the past 20 years, of which 5 required the handling of at least 350,000 cubic yards;

• 3 dredge material management projects during the past 10 years that utilized either on or off-site beneficial reuse of the dredge material;

• 2 dredging and/or dredge material management projects during the past 10 years whereby clamshell dredging with environmental buckets were required;

• 1 project that required different material handling procedures due to differing in-situ material characteristics (i.e. contaminated vs. non-contaminated) during both in-water dredging and subsequent on-land processing and transport to comply with environmental conditions; and

• 1 dredging and/or dredge material management project that was conducted in the Delaware River during the past 10 years that exceeded 50,000 cubic yards or a number of projects in the Delaware River during the past 5 years that collectively totaled more than 50,000.

The prospective dredging and dredge material management service firm is to submit project descriptions that highlight compliance with the above characteristics, while also including items such as scope of work performed, implementation schedules, construction cost, compliance with established budgets, innovative construction and engineering solutions and other pertinent features of importance. In addition, project specific contact information and references are to be included.
Staff Qualifications

Prospective dredging and dredge material management service firms are to submit a comparative table that demonstrates the proposed staff’s previous project related dredging and dredge material handling experience inclusive of the following attributes:

In addition, resumes are to include detailed descriptions regarding compliance with the following minimum qualifications per key staff position.

- **Dredging Works Manager**
  - 15 years of marine construction and related dredging and dredge material management experience
  - Held key construction related dredging and dredge material management positions with at least 1 mechanical dredging capital project that had a total dredging volume in excess of 350,000 CY
  - 2 dredge material management projects during the past 10 years that utilized either on or off-site beneficial reuse of the dredge material;
  - 1 project that required different material handling procedures due to differing in-situ material characteristics (i.e. coarse vs. fine grain).

- **Dredging Works Field Engineer**
  - 2 years of dredging and / or dredge material management experience

SCOPE OF SERVICES

In support of Port of Paulsboro Phase I development program, which will be performed on behalf of the GCIA and the SJPC, the following services provide an overview of the Dredging and Dredge Material Management Inspection Team’s scope of work.

**General**

The Dredging and Dredge Material Management Inspection Team shall be responsible for coordinating the execution and completion of the dredging and dredge material management works and for providing for this purpose the following key staff positions.

- **Dredging Works Manager**
- **Dredging Works Field Engineer**
- **Office Support Staff, such as Office Engineer and CADD / Graphic**

Based upon the planned construction and dredging implementation program, the Dredging and Dredge Material Management Inspection Team is required to provide the following resources in compliance with the designated period of performance.
### TABLE 1
**SCOPE OF SERVICES – PERIOD OF PERFORMANCE**

<table>
<thead>
<tr>
<th>No.</th>
<th>Position / Description</th>
<th>Period of Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dredging Works Manager</td>
<td>Jun 1, 2011 thru Dec 31, 2011</td>
</tr>
<tr>
<td>2</td>
<td>Dredging Works Field Engineer – 18 hrs / day for 7 days / week)</td>
<td>Jul 1, 2011 thru Nov 30, 2011</td>
</tr>
<tr>
<td>4</td>
<td>Office Support Services</td>
<td>Jun 1, 2011 thru Dec 31, 2011</td>
</tr>
</tbody>
</table>

The Dredging Works Field Engineer position is intended to be on-site for a period of 18 hours a day with sufficient overlap between Field Engineers for coordination, productivity assessment and issue resolution purposes. Based upon the PMT004 Contractor’s Work Plan, the dredging contractor is expected to dredge 24 hours per day, 7 days per week but landside dredge material processing activities are planned to occur only during daylight hours. Although a Dredging Works Field Engineer position is not planned during a full 3rd shift (e.g. balance of 24 hour day), the Dredging and Dredge Material Management Inspection Team is to make provisions for managing the dredging work conducted during the 3rd shift.

The Dredging and Dredge Material Management Inspection Team shall monitor and update the Construction Management Team regarding the progress of the Dredging Works Schedule throughout the execution of the Works. The Dredging and Dredge Material Management Inspection Team shall proactively report to the Construction Management Team if the Dredging Works Schedule is unlikely to be met and recommend to the Construction Management Team appropriate corrective measures.

The Dredging and Dredge Material Management Inspection Team shall provide (electronically and based on a standard report format to be agreed to within 30 days of execution of this contract) to the GCIA and Construction Management Team an overview and summary of the progress of the Dredging Work carried out in relation to the Port of Paulsboro project, at monthly intervals throughout the implementation of the project. The monthly progress report is to be submitted by the 5th day of each month. The monthly progress report is to include a detailed report showing actual against planned progress for key dredging activities and highlight the following:

- Any specific problem or concern as to progress, quality or cost;
- Any actual or pending interface issues with other construction activities or Delaware River / Mantua Creek vessel traffic;
- Remedial measures in progress or planned, to remedy any shortfalls in the contractor’s performance;
- Summary of planned work for next month including any concerns or issues expected thereof and proposed preventive measures to reduce or eliminate these concerns.

Working thru and in coordination with the Project Safety Director, the SJPC’s insurance broker (Connor Strong) and the Owner Controlled Insurance Program (OCIP) underwriter, the Dredging
and Dredge Material Management Inspection Team shall use its best efforts to ensure the implementation of the GCIA / SJPC’s OCIP.

**Reporting and Meetings**
In support of the Construction Management Team, the Dredging and Dredge Material Management Inspection Team shall:

- Monitor contract compliance by Weeks Marine, i.e. the PMT004 – Bulkhead, Dredging and Subgrade contractors, or their subcontractors at any level;
- Provide input to the Construction Management Team as required to meet schedule timeframes and attend daily and/or weekly on-site meetings with the PMT004 contractors and monthly on-site status meetings with the GCIA;
- Provide input to the Construction Management Team for minutes of meetings for circulation to the GCIA, attendees, and other interested parties as approved by the GCIA;
- Create, monitor, update and distribute an Action Item Log or similar tracking tool to ensure relevant information is provided to the Construction Management Team and the GCIA and to notify both of decisions required in a timely manner;
- As described previously, create and distribute within the 1st five days of each month, a Dredging and Dredge Material Management Monthly Progress Report for inclusion in the Construction Management Team’s Port of Paulsboro Monthly Progress Report.

The Dredging and Dredge Material Management Team shall appoint a site supervisory team, as outlined above, with appropriate qualifications and experience to monitor and inspect the dredging and dredge material management activities and to verify that such activities are completed in accordance with the terms of the contracts concerned.

The following are specific inspection, survey and analytical tasks that shall be performed to effectively oversee the PMT004 Contractor’s construction activities:

1. Conduct pre and post-dredging hydrographic surveys;
2. Based on hydrographic surveys, conduct calculations that quantify dredged material as required for purposes such as verify actual vs. scheduled productivity, review monthly contractor invoices, prepare monthly status reports and to verify completion of specific dredging reaches;
3. Review and provide confirmation of dredge positioning, area dredged and material removed, dewatered, off-loaded, processed, placed on-site and hauled off-site as reported by the Contractor on a daily basis;
4. Provide daily observation of dredging techniques and practices to ensure compliance with Best Management Practices, PMT-004 Contract, NJDEP Waterfront Development Permit and USACOE Section 10 and Section 404 Permits;
5. Provide a correlation of material dredged to either (i) transported to on-site placement or (ii) transported to off-site disposal;
6. Verify, document and submit to the Construction Management Team and the GCIA the Contractor’s daily reported equipment and on-site manpower utilization;

7. Review progress schedules and projections submitted by the Contractor;

8. Conduct analyses of entitlement and costs associated with any Contractor claims for additional compensation;

9. Review periodic partial payment invoices for quantity of work complete and recommend amounts for payment to the Construction Manager and the GCIA;

10. In support of the Construction Management Team and via the GCIA’s Resident Design Liaison, review and analyze for acceptability all Contractor submittals and re-submittals that pertain to Dredging and Dredge Material Management;

11. Develop an information database that consists of the Contractor’s daily submittals and inspection daily reports for use in support of the SJPC / GCIA in any potential enforcement actions and or claim defense;

12. Conduct, distribute, organize and submit to the Construction Manager and the GCIA inspection photos that highlight dredging progress, material handled, debris encountered, material processing, on-site placement, off-site transport, testing, de-watering, unloading, damage and special events;

13. Develop, organize and submit to the Construction Manager and the GCIA a weekly progress report that tracks planned vs. actual progress and highlights key issues related to achievement of milestones, production levels and changed conditions.

Along with the Construction Management Team, the Dredging and Dredge Material Management team shall provide insight regarding the administration of the dredging and dredge material management portion of the PMT004 contract including a recommendation for payment of interim payment certificates. The Dredging and Dredge Material Management Team shall use its best efforts, through the use of best management practices, to ensure that the final costs of the dredging and dredge material management activities are within the $9.645 million cost as detailed in the contractor’s schedule of values and to this effect shall establish and implement a rigorous quantity verification process. In support of the Construction Management Team, the Dredging and Dredge Material Management Team shall closely monitor dredging progress and identify potential delays and, in the event thereof, convey alternative measures to the Construction Management Team Contractor(s) that could be implemented to increase the progress or productivity of the dredging work.

If delay or contract claims are submitted by the PMT004 Contractor regarding dredging or dredge material handling activities, the Dredge and Dredge Material Management Team shall review, document and notify the Construction Management Team regarding the merit of the claim.

**EQUIPMENT AND FACILITIES TO BE PROVIDED BY THE GCIA**
The Construction Management Team is located at the Port of Paulsboro construction site office. The Dredging and Dredge Material Management staff shall interface with the Construction Management Team on a daily basis and convey necessary data and information as required to the Construction
Management Team in order to assist the effective management of the Paulsboro Marine Terminal project and the PMT004 Bulkhead, Dredging and Subgrade project specifically. The Port of Paulsboro construction site office shall provide a desk and chair for each of the Dredging Works Field Engineers. Restroom facilities, local telephone service, high-speed cable connection, conference room facilities and a small refrigerator are available for use. All other field equipment, office furniture, amenities or supplies shall be provided by the dredging and dredge material management firm.

**SCHEDULE**
Upon receipt of a Notice-To-Proceed, the Dredging and Dredge Management Team shall commence the performance of services within a period of 14 business days. A notice to proceed is targeted for May 31, 2011. The Dredging and Dredge Management Team is to include a statement in their response to this proposal, confirming the availability of each of the designated staff personnel per the period of performance indicated in the Scope of Service description.

**INSURANCE**
Refer to the attached Paulsboro Marine Terminal & Access Road and Bridge Owner Controlled Insurance Program (OCIP) Requirements and Deduct Calculation document for Construction Management Services. In summary, on-site activities performed by the Dredging Works Field Engineers shall be included in the OCIP program whereas the balance of the Work provided by the Dredging and Dredge Material Management firm shall not be included in the OCIP program. In addition to outlining the responsibilities of the Construction Management Team, the document also outlines the insurance evidence required for the Dredging and Dredge Material Manager’s off-site activities. Furthermore, the document highlights the additional insured, which include GCIA, Gloucester County Utilities Authority, Borough of Paulsboro, West Deptford Township, BP North America and the South Jersey Port Corporation.

**PROJECT COMMITMENT**
Upon written notice from the GCIA that a member of the Dredging and Dredge Material Management Team’s key staff is not performing the scope of service in an acceptable or professional manner, the Consultant will take immediate action to correct the unacceptable situation. If after 30 calendar days the situation is not corrected to the sole satisfaction of the GCIA, the Consultant agrees to replace the key staff member immediately at no additional cost to the GCIA. If the Consultant and GCIA agree that a key staff member is to be replaced, the Consultant agrees to present a minimum of three alternative candidates for GCIA to interview.

**REFERENCE MATERIALS**
Copies of existing construction contract documents (e.g. PMT-004 Bulkhead, Dredging and Subgrade) as well as the NJDEP Waterfront Development Permit and the USACOE Section 10 and Section 404 Permit are available for review at the Paulsboro Construction Site Office upon scheduling of an appointment. The Construction Site Office is located at 303 Mantua Avenue, Paulsboro, New Jersey. On-site review is limited to 8:30 AM to 10:30 AM and from 1:00 PM to 3:00 PM, Monday through Friday. Please contact Marlin Peterson, Director of Port Development at

April 2011
856. 628. 3993 to schedule an appointment. Coping of the reference materials at the Construction Site Office is prohibited. Copies can be purchased for a fee from the GCIA. Contact Barbara Cramer of the GCIA at 856. 848. 4002 x519 for details.

**PROPOSAL CONTENT**

Each Proposal is to provide the following information:

1. **Company Qualifications** statement indicating key team members, responsibilities and supporting materials, as appropriate, in compliance with requirements herein.

2. **Staff Qualifications** statement identifying key staff, responsibilities, chain of command, physical location where each staff member will perform services, in compliance with requirements detailed herein.

3. **Technical Approach** narrative that describes and details the methodology that shall be utilized by the Proposal Team to oversee the Port of Paulsboro’s dredging and dredge material management activities as outlined in the Scope of Services herein. The RFP will be included in the Consultant’s Agreement therefore a rewriting of the scope of service is not required.

4. **Additional Services**, if any, suggested by the Proposal Team that will (i) assist in expediting the dredging and dredge material management work implementation, (ii) assist in minimizing the capital cost of implementing the dredging and dredge material management work or (iii) enhance the near-term and/or long-term value of the completed marine terminal for the SJPC.

5. **Cost Proposal**, as detailed herein.

6. **Acceptance of Professional Services Agreement** statement. A sample copy of the GCIA’s Professional Services Agreement is provided herein. Exceptions, if any, to the enclosed Professional Services Agreement must be submitted to the GCIA in writing along with the Technical and Cost proposal.

**REQUEST FOR PROPOSAL (RFP) EVALUATION – BASIS FOR BEST VALUE SELECTION**

The GCIA shall award the Dredging and Dredge Material Management Contract to the Proposer whose offer has been determined to (i) be substantially responsive to the Request For Proposal Documents and (ii) provides the best value (i.e. combination of low price and high ranking of evaluation factors) as determined from the GCIA’s Evaluation Committee.

Each proposal received in response to the GCIA’s Request For Qualifications / Proposals for Professional Services Description For the Position of Port of Paulsboro Dredging and Dredge Material Management Services Under a Fair and Open Process and is received in compliance with the Proposal Due Date and Time will be evaluated and a ranking assigned by the GCIA Evaluation Committee.
Committee. For reference purposes, the evaluation factors and order of priority are as follows:

**Evaluation Factor Priority**

1. Cost
2. Technical Approach
3. Staff Experience, Qualifications and Capabilities
4. Dredging and Dredge Material Management Team’s Experience, Qualifications and Capabilities

The GCIA reserves the right in its sole discretion to reject any or all proposal packages. As indicated above, the evaluation factors will be used by the Gloucester County Improvement Authority (GCIA) to establish a ranking of the proposal packages received. The highest ranking will indicate the proposal that provides the best value for the GCIA and will be recommended for award to the GCIA Board of Commissioners. Following GCIA Board of Commissioner approval, if a Professional Services Agreement cannot be executed with the best value proposal team, the GCIA Board reserves the right to overturn the initial recommendation of award and proceed with the next highest rated proposal team. If an acceptable Professional Services Agreement cannot be achieved with either of the two highest ranked Proposal Teams, the GCIA reserves the right to cancel this Best Value proposal process and re-advertise the scope of services.

**COST PROPOSAL FORMAT**

GCIA requires that the Dredging and Dredge Material Management Inspection Team provide a **Not To Exceed (NTX) Fee** that is based upon a combination of (a) daily billing rates per person for on-site personnel, (b) hourly billing rates per person for office personnel and (c) direct expenses. The durations for each component are to reflect the schedule of work as defined in Table 1 Period of Performance and the Cost -Proposal Worksheet. The **NTX Fee** is to include all labor and materials to complete the scope of work detailed in this Request For Proposal.

If the Period of Performance for a specific position is requested by the GCIA beyond the duration listed in Table 2, the daily or hourly billing rate provided in Table 2 as appropriate will be used as a basis for a change of service. The commencement dates of the Dredging Works Field Engineer positions are linked to the commencement date for the PMT004 Contractor’s on-site dredging activities as detailed in the implementation schedule herein. If the progress of the work requires a postponement to the commencement date for the on-site dredging activities, the Dredging and Dredge Material Management Inspection Team agrees to an equivalent postponement to the commencement date for the Dredging Works Field Engineer position(s).
## TABLE 2  
### COST PROPOSAL WORKSHEET

<table>
<thead>
<tr>
<th>No.</th>
<th>On-Site Position / Description</th>
<th>Daily Billing Rate ($)</th>
<th>Period of Performance</th>
<th>Total Days</th>
<th>Subtotal ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dredging Works Field Engineer I *</td>
<td>$</td>
<td>Jul 1, 2011 thru Nov 30, 2011</td>
<td>#</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Dredging Works Field Engineer II *</td>
<td>$</td>
<td>Jul 1, 2011 thru Nov 30, 2011</td>
<td>#</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Dredging Works Field Engineer III *</td>
<td>$</td>
<td>Jul 1, 2011 thru Nov 30, 2011</td>
<td>#</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL On-Site Cost**

<table>
<thead>
<tr>
<th>No.</th>
<th>Office Position / Description</th>
<th>Hourly Rate ($)</th>
<th>Period of Performance</th>
<th>Total Hours</th>
<th>Subtotal ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Dredging Work Manager</td>
<td>$</td>
<td>Jun 1, 2011 thru Dec 31, 2011</td>
<td>#</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Office Engineer</td>
<td>$</td>
<td>Jun 1, 2011 thru Dec 31, 2011</td>
<td>#</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>CADD / Graphic Engineer</td>
<td>$</td>
<td>Jun 1, 2011 thru Dec 31, 2011</td>
<td>#</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Office Support</td>
<td>$</td>
<td>Jun 1, 2011 thru Dec 31, 2011</td>
<td>#</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Pre-Dredge Survey</td>
<td>n/a</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Post-Dredge Survey</td>
<td>n/a</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Other Direct Expense (specify each item)</td>
<td>n/a</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL Office Cost**

**TOTAL NTX COST ($)**

TOTAL NTX COST PROPOSAL (in words)

* Actual number of on-site Dredging Works Field Engineers and office staff positions, including appropriate daily or hourly billing rates and direct expenses are to be defined by the Proposer.
ATTACHMENT A

Construction Management Team

**SJPC / GCIA**

- Construction Manager
  - 6/11-3/13
  - 22 mo

- CH Safety Coordinator
  - 3/11-2/13
  - 24 mo

- CH Resident Design Liaison
  - 9/10-3/13
  - 31 mo

- Civil/Facility Works
  - 6/11-3/13
  - 22 mo
  - Field Engr I
    - 11/11-10/12
    - 12 mo
  - Field Engr II
    - 2/12-3/13
    - 12 mo
  - Admin Asst
    - 6/11-3/13

- Marine Works
  - 10/11-3/13
  - 18 mo

- Road/Bridge Works
  - 6/11-11/12
  - 18 mo

- Dredging Works
  - 6/11-12/11
  - 7 mo
  - DMEngr I
    - 7/11-11/11
  - DMEngr II
    - 7/11-11/11

- Project Controls
  - 6/11-3/13
ATTACHMENT B

Paulsboro Marine Terminal & Access Road and Bridge
Owner Controlled Insurance Program (OCIP)
Requirements and Deduct Calculation
Dredging and Dredge Material Management Services
1. Introduction and Expectations

SOUTH JERSEY PORT CORPORATION ("Owner") has elected to implement an Owner Controlled Insurance Program ("OCIP") for the PORT OF PAULSBORO’s MARINE TERMINAL & ACCESS ROAD AND BRIDGE PROJECT, which will provide Workers’ Compensation, Employer’s Liability, Commercial General Liability and Excess Liability for the Construction Manager and all Contractors providing labor to the project. The Gloucester County Improvement Authority, as agent for the Owner, is authorized to act on behalf of the Owner regarding the OCIP implementation. Owner shall purchase and maintain these coverages in a company or companies lawfully authorized to do business in New Jersey. Owner agrees to pay all premiums associated with the OCIP including deductibles or self-insured retentions. While the OCIP is intended to provide broad coverages and high limits, the OCIP is not intended to meet all insurance needs of the Construction Manager (CM). In addition to any insurance provided by Owner, the CM will be responsible for providing certain insurance as specified below (see Contractor-Provided Coverage). The CM is advised to discuss the OCIP with their insurance agent or consultant to assure that proper coverages are maintained.

Participation in the OCIP is mandatory (except for Excluded Contractors) but not automatic. Unless otherwise directed by Owner, any Contractor not enrolled in the OCIP shall be required to maintain their insurance as a Cost of the Work. They will also be required to participate in the Health & Safety Plan and adhere to the standards in the Health & Safety Plan. The CM is required to furnish certain insurance coverages (see CM-Provided Coverage). The CM will promptly furnish the Owner, and the OCIP Administrator (i.e. Consolidated Risk Solutions) with certificates of insurance providing evidence that all required insurance is in force.

“Eligible Contractor” – includes contractors and subcontractors providing labor on the Project site including Construction Manager, Contractors and subcontractors of all tiers unless more specifically defined otherwise (see definition of Excluded Contractor/Parties below).

“Excluded Contractor/Parties” - includes (but is not limited to) consultants, architects, engineers, suppliers (that do not perform or subcontract installation), vendors, materials dealers, truckers (includes trucking to the project site where delivery is the only scope of work performed), guard service contractors, other temporary project services, contractors performing asbestos or lead abatement, building wrecking, EFIS, or any other environmental remediation as well as any Contractor or subcontractor of any tier specifically determined by Owner to be excluded from OCIP.

2. Contractor Responsibilities

The CM shall adhere to all criterions and perform all reporting requirements as set forth in this Document, the Owner Controlled Insurance Program Procedures Manual and the Health & Safety Plan. Withholding information or failure to adhere to these manuals will or can result in the termination of the contract, withholding payments, fines being assessed by the appropriate state agencies or commissions or in default judgments from a lawsuit against the Owner. The CM will, at its own expense, be responsible for any fines or judgments arising out of failure to follow these procedures. Owner shall deduct from monies due or to become due under the provisions of the Agreement the amount of any fines or judgments paid by Owner.

The CM’s responsibilities shall include, but not be limited to:

I. Compliance with applicable Health & Safety Plan, OCIP Manual and Claims Procedures as outlined in the respective manuals setting forth their respective requirements.

II. Provide necessary contract, operation and insurance information.
III. Immediately notifying the OCIP Administrator of all subcontract awards. Upon execution of a subcontract, the awarding CM will immediately report all new subcontractors to the OCIP Administrator for enrollment in the OCIP. The awarding CM will incorporate all the provisions in this manual in any subcontractor agreement and shall cause its subcontractor to cooperate fully with Owner, the OCIP administrator and insurance companies for the Project, in the administration of the OCIP. The subcontractors agree to cooperate in the Health & Safety Plan and claim handling procedures as established for the Project by Owner. Construction Manager shall not permit any Contractor or subcontractor to enter the Project Site prior to enrollment in the OCIP unless they are specifically excluded from the program, covered by their own insurance and approved by Owner. Failure to comply with the outlined protocols shall negate the afforded coverage(s). If any Eligible Contractor or subcontractor does not enroll in the OCIP in a timely manner, Owner will calculate 3% of the contract value and this amount will be removed from the Contractor’s contract via a deductive change order. The foregoing language is (1) applicable to Owner’s award of Contracts as well as CM’s award to subcontractor(s) (2) required to be included in all Contracts and (3) required to be included in all lower tiered contracts.

IV. Provide and maintain monthly payroll records and other records as necessary for premium computation.

V. Cooperation with any insurance company or OCIP Administrator with respect to requests for claims, payroll or other information required under the OCIP

VI. Immediately notify the OCIP Administrator when/if the CM provided off-site or non-OCIP coverages have been cancelled, materially changed or not renewed.

VII. Complete and submit the following forms to the OCIP Administrator; and require that lower tier Contractor(s) complete and submit these forms, with bid if required but at least five (5) business days prior to inception of on-site work.

1. Form A – Contractor Information
2. Form B – Insurance Cost Calculations
3. Form C – Assignment and Consent

VIII. Minimum Safety Requirements

All Contractors must meet or exceed the minimum safety requirements and adhere to all safety standards as outlined in the site specific Health & Safety Plan:

Failure to follow the procedures outlined in the OCIP Procedures Manual or Site Health & Safety Plan could result in fines being assessed against the CM. Owner shall deduct from monies due or to become due under the provisions of this contract for any applicable fines that are assessed against the CM. Failure to comply with certain procedures as required in the OCIP Manual may result in fines assessed by the State authorities. The CM will be responsible for fines that may be assessed due to its non-compliance.

If the CM of any tier should fail to comply with their respective obligations, under this specification, Owner may withhold any payments due said CM (as the case may be) until such time as the CM shall have performed their obligations to Owner’s reasonable satisfaction.

SUSPENSION OF CM’s WORK: Should the CM fail to provide a safe area for the performance of the Work or any portion thereof, Owner or its designee shall have the right, but not the obligation, to suspend work in the unsafe area or require CM to correct the unsafe condition. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the CM to the extent provided in the Agreement.
3. OCIP Provided Coverages

The OCIP is for the benefit of Owner, Construction Manager, and Contractors of every tier (unless specifically excluded) who have on-site labor. OCIP coverage applies only to work performed at the Project Sites. Project sites include (i) the Marine Terminal site, (ii) the Access Road and Bridge site, (iii) the Tidal Wetland Mitigation site and (iv) the Kayak Launch site. Contractors must provide their own insurance for off-site activities as defined Section 5 – Insurance Requirements for Contractors Enrolled in the OCIP.

The CM will receive their own Workers’ Compensation Policy; the Commercial General Liability and Excess Liability Policies will be made available for review upon written request to Owner. The OCIP Procedures Manual is intended to provide general information as to the insurance coverage provided by the OCIP and is not intended to be a substitute for policies issued nor shall it be interpreted as altering or changing any of these policies. Through the OCIP, the Owner, at its own expense, will provide and maintain in force the types of insurance listed in subparagraphs (a) through (c) below:

A. Workers’ Compensation and Employer’s Liability Insurance will be provided in accordance with applicable State Law. The CM will receive a copy of their own Workers’ Compensation policy. Limits of Liability and coverages will be as follows:
   a. Workers’ Compensation – Applicable Statutory Benefits
   b. Employer’s Liability – On Site Only:
      1. $1,000,000 Bodily Injury Each Accident
      2. $1,000,000 Bodily Injury by Disease – Policy Limit and
      3. $1,000,000 Bodily Injury by Disease – Each Employee
   c. Including USL+H and Maritime Liability

B. Commercial General Liability Insurance will be provided on an “Occurrence” form under a master liability policy. Certificates of insurance will be provided to the CM reflecting the following Limits of Liability, Coverages, and Terms:
   a. Limit of Liability:
      1. $2,000,000 Per Occurrence
      2. $4,000,000 General Aggregate (Reinstated Annually)
      3. $4,000,000 Products/Completed Operations Aggregate (10 Yr. Term)
      4. $2,000,000 Personal Injury and Advertising Injury Per
         Occurrence/Annual Aggregate
      5. $300,000 Fire, Explosion, Smoke, Water Damage and Sprinkler
         Leakage Fire Legal Liability

C. Excess Liability Insurance will be provided under master liability policies for all insureds. Certificates of insurance will be provided to the CM reflecting the Limits of Liability Coverages, and Terms as follows:
   a. Limits of Liability:
      1. $100,000,000 any one occurrence and general aggregate annually; and
      2. $100,000,000 Annual Aggregate Products and Completed Operations
   b. Coverages and Terms:
      1. Excess of Commercial General Liability
      2. Excess of Employer’s Liability and
      3. Completed Operations (10 Year Term)
D. Coverage Expiration and Availability of Coverage

a. Expiration of Coverage

Except for completed operations coverage, it is intended that the insurance furnished by the Owner under this Agreement will discontinue for the CM upon certified completion of its respective work and final acceptance by either the next tier contractor, or the Owner whichever has ultimate responsibility for the applicable Contractor’s work. Owner-furnished insurance may also be discontinued by the Owner, in the event the Project is substantially delayed for an extended period of time, or the Project is permanently terminated for any cause.

b. Availability

Subject to market availability, all insurance specified herein shall be maintained continuously until project final completion until accepted or approved by Owner or its agent. All insurance shall provide for SOUTH JERSEY PORT CORPORATION to take occupancy of the Work or any part thereof during the term of said insurance. If coverage is diminished or cannot be renewed due to market constraints and limitations, the CM will be notified within the “30 day” cancellation or non-renewal period as provided in the policies. In the event the OCIP is cancelled mid-term, the CM must subsequently provide their own coverage, either due to market constraints or after OCIP insurance coverage has been officially discontinued, reimbursement for such coverages will be subject to the rates and calculations formerly agreed upon as the basis for the original insurance deduction. Owner shall have the sole and exclusive right to terminate the CM’s participation in the OCIP if the respective CM is not reasonably adhering to this agreement and/or the reasonable safety, loss prevention or loss control recommendations of the OCIP insurance carrier(s).

E. Other

For any Contractor not enrolled in the OCIP, or in the event the OCIP is cancelled mid-term, and Contractor must subsequently provide its own coverage, either due to market constraints, availability, or when completing punch list items after Owner provided insurance coverage has been officially discontinued, coverage noted in Section 5 must apply to all operations both on and off the project site subject to the minimum limits outlined.

F. Certificates and Policies

All insurance coverage under the OCIP, furnished by Owner, outlined above shall be written by financially secure insurance companies. Owner, through the OCIP Administrator, will be responsible for providing Contractors with appropriate policies or certificates of insurance evidencing the coverage outlined above.

G. Termination/Modification of the OCIP

Owner reserves the right to terminate or to modify the OCIP in any portion thereof. To exercise this right, Owner shall provide thirty (30) days advance written notice prior to cancellation to Contractors covered by the OCIP. The Contractors and Construction Manager shall immediately be required to obtain appropriate replacement insurance coverage acceptable to Owner. The reasonable cost of such replacement insurance will be reimbursed by Owner. The reimbursement of such costs shall be calculated in the same manner as was used to arrive at the originally agreed upon insurance deduct. Written evidence of such insurance, in the form of certificates of insurance, shall be provided to Owner prior to the effective date of the termination or modification of the OCIP.

H. Governing Conditions

In the event of conflict between Insurance Policies Terms and Conditions and this Addendum concerning Project Insurance Conditions, the insurance policies will govern.

I. WARRANTY PERIOD

A Contractor who has otherwise completed its work at the Project Site and whose OCIP insurance coverage has been terminated, who returns to the site to perform warranty type work does so under its own insurance coverages and not under those provided by the OCIP. Evidence of such insurance must be presented prior to returning to the Project Site.
J. Assignment of Return Premiums. Owner will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of Owner’s provision of said coverages the CM agrees to:

a. Identify all applicable insurance costs in its contract price; furnish the proper documentation to support this cost and cooperate with the OCIP Administrator in the confirmation of the CM’s insurance cost calculations.

b. Irrevocably assign to and for the benefit of Owner, all return premiums, premium refunds, premium discounts, dividends, credits, and any other money due Owner in connection with the Insurance which Owner herein agrees to provide, and agrees to evidence same by signing the Form C of the OCIP Procedures Manual. The CM further agrees to require each lower tier Contractor to execute the assignment of the Form C, for the benefit of Owner.

4. CM Insurance Cost Indemnification

All bids are to be submitted GROSS of (including) Insurance Costs. The CM shall identify, on Form B (OCIP Insurance Cost Calculation Form), the cost that they would incur to provide coverages and terms as listed below. The CM agrees to identify ALL costs associated with said insurance for all work performed under their contract, including but not limited to insurance premiums, expected losses within any retention or deductible program, as well as overhead and profit markups. The CM shall submit a copy of their policy declaration page(s) and premium rate page(s) to support the accuracy of the insurance cost calculations identified on Form B. Once reviewed and approved by the OCIP Administrator, the amount shown on Form B will be noted as a DEDUCT for insurance and will be removed from the contract/bid via a deductive change order.

The following procedures should be followed in determining Insurance Cost:

(a) First dollar coverage is provided under the OCIP therefore Form B calculations should be based on first dollar cost. A CM’s insurance program that includes large deductibles; self-retention levels; self-insured portions (Workers’ Compensation or General Liability) must use the following for their calculations:

(i) Although Deductible or Self-Retention Credits or Self-Insured amounts are to be identified, they will not serve to reduce insurance costs. To accurately calculate the actual cost of insurance when using any of these programs requires including the cost for project loss funding. Verification of this amount requires the CM furnish loss runs and payroll information on all work (including any Wrap-Ups) for the last four years. Since this information may not be available at the time of bid:

1. Policies using Composite rates must show at a minimum the deductible/self-retention/self-insured amount and the rating breakdown. If the credit percentage is not available, minimum and maximum rates for the program must be identified.

2. Corporate allocations will not be allowed; the same format for calculation as shown for Composite Rates must be shown on the Form B and furnished with the bid documents.

(ii) Any credits (other than credits for deductibles or self-retention or self-insured plans), or surcharges shown on the declaration and/or rating sheets will be used to verify CM’s actual cost.

(iii) Each Contractor using subcontractor(s) will show 3% of their subcontract value on their enrollment form. This cost will be on a GROSS basis, including the subcontractors’ insurance cost. This insurance cost will be verified and DEDUCTED from their Contract Value, thus reducing the total value of the Prime contract.
(iv) If the CM does not furnish the required information shown above, state rates will be used for Workers’ Compensation calculations and rates average rates as documented in the OCIP Administrator’s database will be used for General Liability calculations.

(v) The CM acknowledges and agrees that the insurance cost identified on Form B, is included in their financial bid. The insurance cost for the CM will be verified against the rating & declaration pages of their Workers’ Compensation, General Liability & Umbrella policies. Once verified, this amount will be deducted from the bid.

(vi) All information furnished during this process will be considered confidential.

(vii) The CM will require that lower tier subcontractors follow the same procedures by including this manual in the subcontract.

(b) **Change Order Pricing.** All Change Orders are to be priced **INCLUSIVE** of insurance. Change Orders are to be reported to the OCIP Administrator. The OCIP Administrator will, using the rates and calculations approved for the original deduct calculation, determine the amount of insurance costs to be removed from the change orders.

(c) **CM’s responsibility for its Subcontractors.** The CM will include the procedures manual in all lower tiered subcontracts. The awarding CM shall require that all subcontractors of every tier complete and submit Forms A, B, and C and shall also require each lower tier subcontractor to provide a copy of the declarations page(s) and premium rate page(s) for each policy. The CM agrees and understands that each of its subcontractors of any tier, unless specifically excluded, must be enrolled into the OCIP and that any and all cost for OCIP provided insurance from these tiers will be removed from the CM’s contract amount. These costs will be removed by issuing deductive change orders reflecting the total sum of all deducts from the CM and all subcontractors of any tier.

(d) **Audit of “Insurance Cost”**. For insurance purposes, the CM agrees to keep and maintain accurate records of their payroll for operations occurring at the Project Site. The CM agrees to complete Form D (Monthly Payroll Reporting Form) and submit it to the OCIP Administrator. If this report is not submitted in a timely manner, payment may be held until the report is received. At the end of each contract, an audit will be performed using the reported payroll furnished on the monthly payroll reports and/or Insurer audits of Payroll.

The CM agrees to permit Owner, the insurance carriers or the OCIP Administrator, the right to inspect and audit their relevant insurance policies and relevant payroll records used in determining premium costs. Should the estimated insurance deduction provided by the CM be less than the actual amount that it would have borne had it purchased its own insurance (instead of Owner providing this OCIP) pursuant to the rates and insurance calculation verified and agreed upon at time of enrollment, an adjustment will be made before final payment, such that the actual total deduct received by the Owner shall not be less than the amount that the CM would have otherwise paid for their own insurance for this project. Should the CM underestimate their payroll upon enrollment the Owner may elect to take a partial insurance deduction and calculate the actual insurance deduction upon contract completion based on actual payroll reported.

**PLEASE NOTE THAT THE CM’S INSURANCE CREDIT IS SUBJECT TO FINAL ADJUSTMENT BASED ON ITS ACTUAL FINAL CONTRACT VALUE. THIS ADJUSTMENT WILL TAKE PLACE AT CONTRACT CLOSEOUT.**
Provided the CM has provided the proper amount of credit due hereunder (as stated in the immediately preceding paragraph), nothing herein shall permit the Owner to increase the credit due from the CM on account of increased premiums payable by Owner.

(e) Coverage and limit requirements for purposes of calculation of the insurance Deduct are as follows:

(i) Workers’ Compensation and Employer’s Liability Insurance:

Workers’ Compensation Insurance Statutory Benefits as provided by New Jersey statute; and Employer’s Liability Limits:

- $1,000,000 Bodily Injury with Accident- Each Accident;
- $1,000,000 Bodily Injury by Disease- Policy Limit
- $1,000,000 Bodily Injury by Disease- Each Employee

IMPORTANT NOTE (USL&H): AS THE PROJECT SITES ARE ON OR NEAR NAVIGABLE WATERS, CONTRACTORS AND SUBCONTRACTOR’S WORKERS’ COMPENSATION / EMPLOYER’S LIABILITY RATES AND INSURANCE PREMIUM CREDIT CALCULATION MUST INCLUDE SURCHARGES FOR USL&H AND MARTIME COVERAGE.

(ii) Commercial or General Liability Insurance:

- $1,000,000 BI/PD each occurrence
- $2,000,000 Products/Completed Operations Aggregate
- $2,000,000 General Aggregate

Coverage shall include but not be limited to the following coverages:

- Contractual Liability to cover liability assumed under the agreement;
- Broad Form Property Damage Liability Insurance
- Explosion, collapse and underground hazard if such exposure exists;
- Independent Contractors;
  - Such policy shall include all of the coverages which may be included in coverages A, B, and C contained in the Commercial General Liability Policy, without deletion. Such policy must be issued upon an “occurrence” basis, as distinguished from a “claims made” basis.
- Products and Completed Operations (3 yrs)

(iii) Excess Liability:

- $10,000,000
- Coverage for Excess Liability should apply and follow form over primary coverages shown above.

5. Insurance Requirements for the CM Enrolled in the OCIP

For the work under this contract, and until completion and final acceptance of the work the CM shall provide certificates of insurance giving evidence that the following coverages are in force at least five (5) days prior to starting its work. All insurance shall be maintained in the form and with a company (or companies) reasonably satisfactory to Owner (not less than A. M. Best “A” rated). This Certificate of Insurance shall be filed with Owner and shall require that Owner be notified in writing thirty (30) days prior to cancellation, modification or non-renewal or any insurance policy listed in CM’s Certificate. The South Jersey Port Authority, Gloucester County Improvement Authority, Borough of Paulsboro, the Township of West Deptford, Gloucester County Utility Authority, the State of New Jersey, B.P. Products North America, Inc. and their directors, officers, representatives, agents and employees shall be included as Additional Insureds (As Their Interests
May appear on the Commercial General Liability and Excess Liability Policies. For any work under this contract, and until completion and final acceptance of the work, the CM, at their own expense, shall promptly furnish to the OCIP Administrator, certificates of insurance giving evidence that the following coverages are in force.

(a) **Automobile Liability Insurance:** Covering all owned, non-owned and hired vehicles used in connection with the work. The limits shall not be less than:
   a. $1,000,000 per accident combined for bodily injury and property damage

(b) **Workers’ Compensation and Employer’s Liability Insurance:**

   *(Shall show evidence of coverage for Off-site Activities only)*

   Workers’ Compensation Statutory limits – with Other States Coverage

   Employer’s Liability Limits will be provided as follows:
   a. $1,000,000 Bodily injury with accident – Each Accident
   b. $1,000,000 Bodily injury by disease – Policy Limit
   c. $1,000,000 Bodily injury by disease – Each Employee, and
   d. Endorsed to exclude the Designated Project Site

(c) **Commercial General Liability Insurance**

   *(Shall show evidence of coverage for Off-site Activities only)*

   a. Limits of Liability:
      1. $1,000,000 Each Occurrence
      2. $2,000,000 General Aggregate
      3. $1,000,000 Products/Completed Operations
   b. Including the following coverages:
      1. Occurrence Basis
      2. Premises Operations
      3. Contractual Liability
      4. Products/Completed Operations
      5. Broad Form Property Damage
      6. Additional Insured Endorsement (ISO Form CG 2010 11/85 Edition or its equivalent)

(d) **Excess Liability Insurance**

   $10,000,000 Any one occurrence and general aggregate annually, and
   $10,000,000 Annual Aggregate Products and Completed Operations

   Coverages and Terms:
   - Excess of Commercial General Liability
   - Excess of Employer’s Liability
   - Completed Operations
(e) **Builder’s Risk Insurance (if applicable)** providing “All-Risk” coverage on a replacement cost basis in the amount of the Contract Sum including all change orders. Builder’s Risk Policies will include a waiver of subrogation by the Insurers in favor of the Owner or Owner’s Representative. Contractors and Subcontractors of any tier are solely responsible for all policy deductibles underinsured or uninsured losses. Owner and Owner’s Representative are to be included as Named Insureds.

(f) **Professional Liability Insurance.**  
   a. Per Claim Limit: $5,000,000  
   b. Aggregate Limit: $5,000,000

(g) **Other Insurance**: Aviation and/or Watercraft Liability Insurance if required by type of work in a form and from an insurance company satisfactory to the Owner with minimum limits of $25,000,000 any one occurrence. Hull Coverage is also to be provided.  
   
   If the CM chooses to include coverage for this project on any policy for which OCIP coverage is in place then the contractor’s coverage shall be Excess and/or Difference in Conditions (DIC) of the OCIP coverage. Additionally, having such coverage in place shall not reduce the deduction for insurance nor shall the contractor pass these charges back to the Owner.

(h) **Certificates of Insurance**: All required insurance shall be maintained without interruption from the date of commencement of the work under contract until the date of final payment. The CM will provide the OCIP Administrator (Consolidated Risk Solutions) with a certificate of insurance evidencing the above coverages, limits and amendments. This certificate and the representative policy shall specifically provide a thirty (30) day notice of cancellation, non-renewal or material change. Such certificate shall be maintained on file with the OCIP administrator throughout the duration of the Contractor’s work and until date of final payment. This certificate shall specify the following additional insureds:

   South Jersey Port Corporation,
   Gloucester County Improvement Authority,
   Borough of Paulsboro, Township of West Deptford, Gloucester County Utility Authority,
   B.P. North America, Inc. and the State of New Jersey including their directors, officers, representatives, agents and employees

(i) **Other Insurance**: Any type of insurance or any increase of limits of liability not described above which Owner, Construction Manager, Contractor, or Subcontractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense. All insurance coverage and cost provided by the CM for this project must be identified.

(j) **Subcontractor Participation**: The CM will immediately report all new subcontracts to the OCIP Administrator for enrollment into the OCIP. The CM shall incorporate all the provisions of this Addendum in all subcontract agreements. The CM shall require its subcontractors to cooperate fully with Owner, Project Safety Director, OCIP Administrator, and OCIP insurance companies in the administration, safety and accident prevention, and claims handling procedures of the program. In accordance with this Addendum, the CM shall not permit any subcontractors to enter the project site prior to enrollment in the OCIP unless subcontractor is officially excluded from OCIP and has provided evidence of its own insurance. Failure to do so may result in the negation of all OCIP coverages.
(k) **Waiver of Subrogation:** The CM and subcontractors waive all rights of subrogation and recovery against Owner, their designee(s), broker(s), and any other contractors of all tiers to the extent of any loss of or damage to which is insured under the OCIP. Notwithstanding the foregoing and not by way of limitation, the CM and subcontractors each waive their rights of subrogation and recovery for damage to any property or equipment, against Owner, their designee(s) or any other contractor of any tier.

(l) **No Release:** The carrying of the above-described insurance shall in no way be interpreted as relieving the CM of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

(m) **Approval of Forms and Companies:** All insurance described in this contract shall be written by an insurance company or companies authorized to do business in the State of New Jersey and shall be in a form and content satisfactory to Owner. No Party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the insurance policies described herein.

### 6. Insurance Requirements for Contractors Excluded from the OCIP

THE FOLLOWING SETS FORTH THE INSURANCE COVERAGES THAT THE CONTRACTOR/SUBCONTRACTOR MUST PROVIDE IF THEY ARE AN “ELIGIBLE CONTRACTOR” OR IF THE OWNER DECIDES NOT TO INCLUDE THE CONTRACT IN ITS OCIP AT TIME OF AWARD.

Contractor/subcontractor shall obtain and maintain the insurance coverages specified in this section (Also Section 8 of the OCIP Procedures Manual). Said coverage shall be maintained on a form and from insurance companies reasonably acceptable to Owner. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy.

All insurance shall be provided for BOTH on-site and off-site activities or operations.

1. Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than $1,000,000.

2. For those contractors involved in the transportation of hazardous materials, the policy shall include the following endorsements: MCS-90 and ISO 9948.

3. Statutory Workers’ Compensation Insurance and Employer’s Liability insurance with statutory limits as required by law, including USL&H and Maritime coverage, if appropriate, and Employer’s Liability limits of not less than $1,000,000 each accident/$1,000,000 each employee/$1,000,000 policy limit.

4. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy CG 0001 (“Occurrence Form”). The limits shall apply per project and shall be

   Each Occurrence $1,000,000
   General Aggregate $2,000,000
   Products/Completed Operations Aggregate $2,000,000
   Personal/Advertising Injury Aggregate $1,000,000

   *3 year Products & Completed Operations Extension*

5. Excess Liability on a Per Project basis with coverage no less restrictive than required above with a minimum limit per occurrence as set forth below unless an alternate value has been accepted by the owner:

   Contractors and
   Subcontractors of every tier: $5,000,000
(6) Builder’s Risk Insurance providing “All-Risk” coverage on a replacement cost basis in the amount of the Contract Sum including all change orders. Builder’s Risk Policies will include a waiver of subrogation by the Insurers in favor of the Owner, Owner’s Representative and Construction Manager. Contractors and Subcontractors of any tier are solely responsible for all policy deductibles underinsured or uninsured losses. Owner, Owner’s Representative and Construction Manager are to be included as Named Insureds.

(7) Other Insurance:

Aviation and/or Watercraft Liability Insurance if required by type of work, in a form and from an insurance company satisfactory to Owner with minimum limits of $25,000,000 any one occurrence. Hull Coverage should also be provided.

Contractor’s Pollution Liability Insurance, if required by type of work, in a form and with limits of liability, and from an insuring entity satisfactory to Owner.

Professional liability insurance if required by Owner, in a form and from an insuring entity and with limits of liability satisfactory to Owner.

Each policy required under this Section (or Section 8 of the OCIP Procedures Manual), except the workers’ compensation policy, shall name South Jersey Port Authority, Gloucester County Improvement Authority, Borough of Paulsboro, Township of West Deptford, Gloucester County Utility Authority, B.P. North America, Inc. and the State of New Jersey and their directors, officers, agents, and employees, and any additional entities as Owner may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insured. The Commercial General Liability insurance additional insured endorsement shall be written on Form CG 20 10 11 85 or its equivalent. The insurance required by this Addendum shall be written with insurance carriers duly authorized and admitted to transact that class of insurance in New Jersey. Such insurance shall be in a form and with an insurer with an A.M. Best rating of at least A-: Class VIII. All insurance shall conform to any additional Owner’s requirements outlined in the Procedures Manual and be acceptable to Owner. Contractor shall provide certificates of insurance coverage to OCIP Administrator as required by the Procedures Manual.

Each Certificate of Insurance shall contain a thirty (30) day Notice of Cancellation to the Certificate Holder for cancellation or material change in cover and shall remove the words “if any”, “endeavor to” or “But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives”. The Certificate of Insurance shall list all insurance carried by the insured for the coverages specified above.

Owner reserves the right to request a copy of all policies stated herein. Such copies must be certified by Contractor’s insurance broker as true and original copies.

Excluded Contractor’s failure to procure or maintain the insurance required by this Section (or Section 8 of the OCIP Procedures Manual) shall constitute a material breach of the contract under which the Owner may immediately suspend or terminate the contract or, at its discretion, procure or renew such insurance to protect the Owner’s interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid together with interest thereon from the date paid by Owner until the date paid by Contractor.
7. Definitions

“Owner Controlled Insurance Program (OCIP)” – An Insurance program providing Workers’ Compensation, Employer’s Liability, Commercial General Liability and Excess Liability coverages for the Owner/Sponsor, Construction Manager, Resident Engineer, Contractor(s) and subcontracts of any tier, who have been properly enrolled, while performing operations as defined by contract documents at the Designated Project Site.

“Project Site and Project Site Operations (Work)” – The sites, located at 303 Mantua Ave, Paulsboro, NJ 08066 (aka the PROJECT), Gloucester County DREAM Park, 460 US Route 130, Logan Township, NJ 08085 and The Kayak Launch Site located at the Mantua Creek Pump Station, Berkley Road, Mantua, NJ 08051 and defined as the “Project” in your Contract. Project site includes operations necessary or incidental within the site boundaries of the project, providing such necessary or incidental operations shall not include operations at the insured’s permanently established workplace, shop, warehouse, plant, yard, office or other property even if such operations are for fabrications of materials to be used at the Designated Project Site.

“Work” – Operations, as defined by Contract documents, at the Project Site.

“Project” – see Contract Documents

“Owner” – SOUTH JERSEY PORT CORPORATION. The public entity that has purchased and maintained the OCIP.

“Owner’s Agent” – GLOUCESTER COUNTY IMPROVEMENT AUTHORITY. The public entity that has entered into a Contract with the Construction Manager and with the Contractor.

“On-Site Activities” – Those activities at the Port of Paulsboro Project Site or emanating from adjacent sidewalks, streets and contiguous areas. The OCIP does not provide coverage for Off-Site activities

“Off-Site Activities” – Those operations performed by any insured party at the Contractors’ permanently established workplace, shop, warehouse, plant, yard, office or other property, even if such operations are for fabrications of materials to be used at the Designated Project Site.

“Contract” – A written agreement between: The Agent and Construction Manager and Contractor of any tier.

“Contractor” – Includes only those firms, joint venture entities, corporations, or other parties that enter into a Contract with the Agent to perform Work at the Project Site.

“Contractor(s)” – Includes all Contractors and subcontractors of every tier.

“Subcontractor(s)” – Includes only those firms, joint venture entities, corporations, or other parties that enter into a Contract with the Contractor to perform Work at the Project Site.

“Enrolled Contractors” – Includes all Contractors and subcontractors providing direct labor on the Port of Paulsboro Project Site who have submitted all necessary enrollment information and have been accepted in the OCIP as evidenced by an Approval Letter and Certificate of Insurance.

“Excluded Contractor/Parties” – includes (but is not limited to) consultants, architects, engineers, suppliers (that do not perform or subcontract installation), vendors, materials dealers, truckers (includes trucking to the project site where delivery is the only scope of work performed), guard service contractors, other temporary project services, contractors performing asbestos or lead abatement, building wrecking, FEIS, or any other environmental remediation as well as any Contractor or subcontractor or sub-subcontractor of any tier specifically determined by Owner to be excluded from the OCIP.
SAMPLE
Professional Services Contract Between
Dredging and Dredge Material Management Specialist and the GCIA
PROFESSIONAL SERVICES CONTRACT BETWEEN DREDGING AND DREDGE MATERIAL MANAGEMENT SPECIALIST AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ON BEHALF OF THE SOUTH JERSEY PORT CORPORATION FOR THE PAULSBORO MARINE TERMINAL PROJECT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS CONTRACT, is made on this _____ day of _______________, 2011, by and between the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as the “GCIA”, and TBD Construction Manager, hereinafter referred to as “TBD”, with offices at ________________________, hereinafter referred to as the “Construction Manager”.

RECITALS

WHEREAS, there exists a need for the GCIA to contract for Dredging and Dredge Material Management Services on behalf of the South Jersey Port Corporation for the Paulsboro Marine Terminal Project (“Services”); and

WHEREAS, Dredging and Dredge Material Management Specialist has provided to the GCIA a proposal for the Services dated ____________ 2011; and

WHEREAS, the Dredging and Dredge Material Management Specialist represents that it is qualified to perform the Services and desires to so perform pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the GCIA and the Dredging and Dredge Material Management Specialist do hereby agree as follows:

1. TERM. The term of this Contract shall be in accordance with the Proposal submitted and attached hereto as Exhibit “B”.

2. COMPENSATION. In consideration for the Services performed by Contactor during the Term, GCIA agrees to pay Dredging and Dredge Material Management Specialist such compensation as is identified in the Proposal attached hereto as Exhibit “B”.

   Upon receipt of an invoice and a properly executed voucher, and after approval by the Authority, the payment voucher shall be placed in line for prompt payment.

   Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. It is also agreed and understood that the acceptance of the final payment by the Dredging and Dredge Material Management Specialist shall be considered a release in full of all claims against the Authority arising out of, or by reason of, the work done and materials furnished under the contract.
Dredging and Dredge Material Management Specialist shall be responsible for all costs and expenses incident to the performance of consulting services provided for GCIA, including but not limited to, costs of any fees, fines, licenses, bonds or taxes required of or imposed against Dredging and Dredge Material Management Specialist and all of Dredging and Dredge Material Management Specialist’s other general costs of doing business. GCIA shall not be responsible for expenses incurred by Dredging and Dredge Material Management Specialist in performing Services for the GCIA except as provided in the Proposal or as specifically agreed upon in writing by the GCIA.

3. DUTIES OF DREDGING AND DREDGE MATERIAL MANAGEMENT SPECIALIST. The specific duties of the Dredging and Dredge Material Management Specialist shall be as set forth in GCIA’s Request For Proposal and Dredging and Dredge Material Management Specialist’s Proposal, which are both incorporated in their entirety and made a part of this Contract and attached hereto as Exhibit “A” and Exhibit “B” respectively. Should there occur a conflict between the description of the scope of work set forth in Exhibit “A” and Exhibit “B”, Exhibit “A”, the Request For Proposal shall prevail.

Dredging and Dredge Material Management Specialist agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Proposal.

4. FURTHER OBLIGATIONS OF THE DREDGING AND DREDGE MATERIAL MANAGEMENT SPECIALIST. During the performance of this Contract, the Dredging and Dredge Material Management Specialist agrees as follows:

a. The Dredging and Dredge Material Management Specialist or consultants, 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 Dredging and Dredge Material Management Specialist or consultants ensure that equal employment opportunity is afforded to such applicants recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Dredging and Dredge Material Management Specialist or consultant 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 the provisions of this nondiscrimination clause.

b. The Dredging and Dredge Material Management Specialist or consultant, where applicable, will, in all solicitations or advertisements for employees
c. The Dredging and Dredge Material Management Specialist or consultant, where applicable, will send to each labor union or representative or 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 Dredging and Dredge Material Management Specialist’s or consultant’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Dredging and Dredge Material Management Specialist or consultant, 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.

e. The Dredging and Dredge Material Management Specialist or consultant 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.

f. The Dredging and Dredge Material Management Specialist or consultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

g. The Dredging and Dredge Material Management Specialist or consultant 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.

h. The Dredging and Dredge Material Management Specialist or consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with 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.
i. In conforming with the targeted employment goals, the Dredging and Dredge Material Management Specialist or consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, 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 Law and applicable Federal Court decisions.

j. The Dredging and Dredge Material Management Specialist or consultant 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:

1) Letter of Federal Affirmative Action Plan Approval
2) Certificate of Employee Information Report
3) Employee Information Report from 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)

k. The Dredging and Dredge Material Management Specialist or consultant shall furnish such reports or other documents to the Division of Contract Compliance and EEO 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27,

5. COMPLIANCE WITH N.J.S.A. 19:44A-20.5 et seq. Dredging and Dredge Material Management Specialist agrees and acknowledges that this Contract was awarded in compliance with N.J.S.A. 19:44-A-20.5 et seq., which law requires that all contracts for “Professional Services” be awarded pursuant to a fair and open process. Dredging and Dredge Material Management Specialist further agrees and acknowledges that compliance with N.J.S.A. 19:44A-20.5 et seq. is material term and condition of this Contract and binding upon Dredging and Dredge Material Management Specialist.

6. LICENSING. If the Dredging and Dredge Material Management Specialist is required to maintain a license in order to perform the services which are the subject of this Contract, then, prior to the effective date of this Contract and as a condition precedent to its taking effect, Dredging and Dredge Material Management Specialist shall provide to the GCIA a copy of all current license to operate in the State of New Jersey, which license(s) shall be in good standing and shall not be subject to any current action to revoke or suspend and shall remain so throughout the term of this Contract.

Dredging and Dredge Material Management Specialist shall at all times conduct him or herself in compliance with all applicable federal, state and local laws, rules and
regulations and canons of professional ethics; and shall carry out their duties as to the best of his or her ability in accordance with highest applicable professional standards of care, using their best independent professional judgment. Dredging and Dredge Material Management Specialist must comply with all requirements of New Jersey law and regulations applicable to the GCIA.

Dredging and Dredge Material Management Specialist shall notify the GCIA immediately should the Dredging and Dredge Material Management Specialist, or such key personnel of the Dredging and Dredge Material Management Specialist as determined in the sole and reasonable judgment of the GCIA: (i) become the subject of any disciplinary actions, sanctions or other actions as a result of investigative proceedings by a state or federal agency, accrediting body, or professional association; (ii) be indicted or otherwise involved in a state or federal criminal prosecution or names as a party in any litigation that relates in whole or in part to the Dredging and Dredge Material Management Specialist’s professional ethics; and/or (iii) have its license suspended, revoked or changed in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Dredging and Dredge Material Management Specialist.

7. **TERMINATION.** This Contract may be terminated as follows:

a. If Dredging and Dredge Material Management Specialist is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by GCIA in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Dredging and Dredge Material Management Specialist’s license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

b. If, through any cause, the Dredging and Dredge Material Management Specialist, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Dredging and Dredge Material Management Specialist shall violate any of the covenants, agreements, or stipulations of this Contract, the GCIA shall thereupon have the right to terminate this Contract by giving written notice to the Dredging and Dredge Material Management Specialist of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Dredging and Dredge Material Management Specialist under this Contract, shall be forthwith delivered to the GCIA.

c. Bankruptcy or insolvency of the Dredging and Dredge Material Management Specialist; sale of the business of the Dredging and Dredge Material Management Specialist, or death or permanent disability of the Dredging and
Dredge Material Management Specialist in the event the Dredging and Dredge Material Management Specialist is an individual.

d. Should the GCIA default in the performance of this Contract or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the GCIA, the Dredging and Dredge Material Management Specialist may terminate this Contract, subject to the terms of Article 12 hereof.

e. Should the GCIA fail to pay Dredging and Dredge Material Management Specialist all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Dredging and Dredge Material Management Specialist’s may at its option, terminate this Contract.

f. The GCIA may terminate this Contract any time by a notice in writing from the GCIA to the Dredging and Dredge Material Management Specialist. If the Dredging and Dredge Material Management Specialist is terminated by the GCIA as provided herein, the Dredging and Dredge Material Management Specialist will be paid for the Services rendered to the time of termination.

g. Notwithstanding the above, the Dredging and Dredge Material Management Specialist, where applicable, shall not be relieved of liability to the GCIA for damages sustained by the GCIA by virtue of any breach of the Contract by the Dredging and Dredge Material Management Specialist, and the GCIA may withhold any payments to the Dredging and Dredge Material Management Specialist for the purpose of set-off until such time as the exact amount of damages due to the GCIA from the Dredging and Dredge Material Management Specialist is determined.

h. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned or subcontracted by the Dredging and Dredge Material Management Specialist, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the GCIA, and no obligation on the GCIA’s part to the assignee shall arise, unless the GCIA shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Dredging and Dredge Material Management Specialist, where applicable, shall be responsible for, shall keep, save and hold the GCIA harmless from, and shall indemnify and shall defend the GCIA against any claim, loss, liability, expense (specifically including, but not limited to costs, counsel fees and/or expert fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Dredging and Dredge Material Management Specialist’s services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any
of its officers, directors, employees, agents, servants or independent Dredging and Dredge Material Management Specialists, or from the Dredging and Dredge Material Management Specialist’s failure to perform pursuant to the terms of this Contract. The Dredging and Dredge Material Management Specialist’s liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. INSURANCE. In compliance with the GCIA’s Request For Proposal, the Dredging and Dredge Material Management Specialist shall maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the GCIA. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States.

Since Dredging and Dredge Material Management Specialist is a member of a profession which is subject to suit for professional malpractice, then Contactor shall maintain and continue in full force and effect an insurance policy for professional liability / malpractice with limits of liability as detailed in the GCIA’s Request For Proposal. Dredging and Dredge Material Management Specialist shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to GCIA a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the terms of this Contract. The GCIA shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contact taking effect. Dredging and Dredge Material Management Specialist also hereby agrees to continue said policy in full force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the GCIA with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Dredging and Dredge Material Management Specialist either refuse or neglect to perform the service which Dredging and Dredge Material Management Specialist is required to perform in accordance with the terms of this Contract, and if expense is incurred by the GCIA by reason of Dredging and Dredge Material Management Specialist’s failure to perform, then and in that event, such expense shall be deducted from any payment due to Dredging and Dredge Material Management Specialist. Exercise of such set-off shall not operate to prevent the GCIA from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY THE GCIA. In the event that the GCIA is prevented from performing this Contact by circumstances beyond its control, then any obligations owing by the GCIA to the Dredging and Dredge Material Management Specialist shall be suspended without liability for the period during which the GCIA is so prevented.

13. NON-WAIVER. The failure of either party hereto insist in any one or more instances upon strict compliance with the performance of this Contract or to take advantage of any respective rights hereunder shall not be construed to be a waiver of such provisions or the relinquishments of such rights in other instances, but the same shall continue and remain in full force and effect.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certificate mail to the GCIA, Attn: Executive Director, 109 Budd Boulevard, Woodbury, New Jersey 08096, or the Dredging and Dredge Material Management Specialist at __________________________, or by personal service, or, if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **COMPLIANCE WITH APPLICABLE LAW.** Dredging and Dredge Material Management Specialist shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and or any other entity having jurisdiction pertaining to the performance of Dredging and Dredge Material Management Specialist’s services.

17. **INDEPENDENT DREDGING AND DREDGE MATERIAL MANAGEMENT SPECIALIST STATUS.** It is the express intention and understanding of the parties that Dredging and Dredge Material Management Specialist is an independent Dredging and Dredge Material Management Specialist and not an employee, agent, joint venture or partner of the GCIA. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between GCIA and Dredging and Dredge Material Management Specialist and/or any employee or agent of Dredging and Dredge Material Management Specialist.

18. **TAXES AND BENEFITS.** Both parties acknowledge and agree that Dredging and Dredge Material Management Specialist is not an employee of the GCIA for state or federal tax purposes, and that GCIA has no obligation to provide to Dredging and Dredge Material Management Specialist or Dredging and Dredge Material Management Specialist’s agents and employees any benefits including, but not limited to Workers’ Compensation, Social Security, Federal and State withholding taxes, group insurance, retirement benefits or other contributing benefits and sick leave or vacation pay, customarily provided by an employer with respect to an employee.

19. **CONFLICT OF INTEREST.** Dredging and Dredge Material Management Specialist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. Dredging and Dredge Material Management Specialist further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

20. **CONFIDENTIALITY.** Dredging and Dredge Material Management Specialist agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize GCIA personnel or upon prior approval of the GCIA.
21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Proposal, which are referred to and incorporated herein.

**THIS CONTRACT** is dated this _______ day of ____________________, 2011.

The parties of this contract agree to incorporate into this Agreement mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and Attorney agrees to comply fully with the terms, provisions and obligations of said Section 5.3.

**IN WITNESS WHEREOF,** the GCIA has caused this instrument to be signed by its Chairman, Attested by its Secretary, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first passed fore that purpose, and Dredging and Dredge Material Management Specialist has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

BY: __________________________________________
    CHARLES FENTRESS, Chairman

ATTEST:

____________________________________________
PAUL W. LENKOWSKI, Secretary / Treasurer

**TBD COMPANY**
BY: __________________________________________

, President

ATTEST:

__________________________