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## **PROJECT SPECIFICATIONS**

**FOR**

**POPLAR DRIVE ROAD IMPROVEMENTS  
VALLEY ROAD (CR 512) TO CEDAR AVENUE  
NJDOT MUNICIPAL AID (MA-22) PROJECT**

**TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY**

**Date: September 12, 2023**

**BID DATE AND TIME  
Wednesday, October 18, 2023, 1:00 P.M.**

Ferriero Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Paul W. Ferriero', is written over a horizontal line.

Paul W. Ferriero, PE, CME  
Township Engineer  
License No. GE32978

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FEI Project No. 22LH102

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**NOTICE TO BIDDERS  
TOWNSHIP OF LONG HILL**

Notice is hereby given that sealed bids will be received by the Township Administrator of the Township of Long Hill in the County of Morris, State of New Jersey, in the courtroom located in the Municipal Building at 915 Valley Road, Gillette, New Jersey on **Wednesday, October 18, 2023, at time 1:00 p.m.**, prevailing time, and at that time and place publicly opened and read for the following:

**POPLAR DRIVE ROAD IMPROVEMENTS  
VALLEY ROAD (CR 512) TO CEDAR AVENUE  
NJDOT MUNICIPAL AID (MA-22) PROJECT**

The work to be performed includes the furnishing of all labor, materials, and equipment necessary to complete the work as shown on the drawings and described in the specifications for the milling and resurfacing of the entire road width, consisting of Hot Mix Asphalt Milling, 3" or Less (4,445 SY), and Hot Mix Asphalt Surface Course, 2" Thick (595 Tons); construction of 9" x 18" Concrete Vertical Curb (50 LF), and Concrete Sidewalk, Reinforced, 6" Thick (15 SY) for installation of ADA-compliant curb ramps; construction/replacement of granite block curbing (55 LF) necessary for drainage and integrity of the roadway surface; resetting/replacement of various inlets and inlet curb pieces to meet current stormwater management standards; replacement of traffic stripes and markings; installation of various regulatory and warning signs; and other incidental work.

Plans, specifications, and proposal forms are on file and open to public inspection at the Township Clerk's Office, 915 Valley Road, Gillette, New Jersey and may be obtained at the office of the Township Engineer at 180 Main Street, Chester, New Jersey, (908) 879-6209, between the hours of 8:00 am and 5:00 pm, prevailing time, Monday through Friday, excluding legal holidays, starting on **Monday, September 18, 2023**, upon receipt of a non-refundable payment of \$50.00, payable to Ferriero Engineering, Inc.

Each bid must be made on the prescribed forms furnished with the Contract Drawings and Specifications, including Proposal Form, Schedule of Prices, Bid Bond Guarantee, Acknowledgment of Receipt of Changes to Bid Documents, Non-Collusion Affidavit, Bidder's Qualification Form, Plan and Equipment Questionnaire, Site Inspection Affidavit, Stockholder Statement of Ownership, Consent of Surety, Consent to Investigation, Affirmative Action Acknowledgement, Disclosure of Prohibited Investment Activities in Iran, Russia, and Belarus, Prevailing Wage Acknowledgement, NJ Business Registration Certificate, Public Works Contractor Registration Certificate, List of Subcontractors, and Bid Opening Checklist.

Bid must be accompanied by a Consent of Surety and a Certified Check, Cashier's Check or Bid Bond of not less than ten (10%) percent of the amount bid, and not to exceed \$20,000.00.

Bids may be submitted by mail, but will be considered only if received on or before such date and time. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before the bid opening. No bids will be received after the time set forth above.

State of New Jersey Labor prevailing wage regulations and standards provisions will apply. Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq., PL 1975, c.127 (NJAC 17:27), and PL 1977, c.33. Bidders are required to comply with the New Jersey Business Registration Certificate Law, P.L. 2004, c. 57. Bidders are required to comply with the Public Works Contractor Registration Act, P.L. 1999, c. 238.

The Township reserves the right to reject any and all bids, to waive immaterial informalities, and/or to accept the bid which, in the opinion of the Township, will be in the best interest of the Township, all in accordance with the New Jersey Public Contract Law N.J.S.A. 40A:11-1 et. seq.

By order of the Township Committee of the Township of Long Hill.

Megan Phillips, Township Clerk

**GENERAL REQUIREMENTS FOR SUBMITTING BIDS  
TOWNSHIP OF LONG HILL**

1. All terms and conditions contained in the Notice to Bidders, published as required by law, are made a part of these specifications. A copy of said notice is included herein.
2. All bids must be made in the manner designated herein, must be enclosed in a sealed envelope, bearing the name and address of the bidder, addressed to the Township Clerk of the Township of Long Hill, and plainly marked on the outside **POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR 512) TO CEDAR AVENUE, NJDOT MUNICIPAL AID (MA-22) PROJECT, TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.**
3. All bids will be received and opened on **Wednesday, October 18, 2023, at 1:00 P.M.**, prevailing time, in the courtroom located in the Municipal Building at 915 Valley Road, Gillette, New Jersey 07933. Bids may be submitted by Certified Mail, Return Receipt Requested, but will be considered only if received by the Township Clerk on or before such date and time. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening.
4. Bids must be made on standard proposal forms provided by the Township in the manner designated therein, required by the specifications, and attached hereto.
5. Bids must be accompanied by a Statement of Ownership Certification Form, using the form attached hereto and made a part hereof. Pursuant to Chapter 33, Laws of 1977, if a bid is submitted by a firm, partnership or corporation, the names and addresses of all stock holders in the corporation or partners or owners in the partnership or firm submitting the bid, who own a ten percent or greater interest therein, must be set forth on the Statement of Ownership Certification.
6. Bids must be accompanied by a Non-Collusion Affidavit, using the form attached hereto and made a part hereof.
7. Bids must be accompanied by a Consent of Surety and a Bid Bond or Proposal Guarantee in the amount of ten percent (10%) of the amount bid, and may be given by certified check, cashier's check, or bid bond. Said guarantee need not be more than \$20,000. Such Proposal Guarantee shall be payable to the Township of Long Hill, and shall guarantee that if the contract is awarded to the bidder, the bidder will enter into a contract, and furnish any performance bond or other security required by the specifications in accordance with the specifications.
8. Bidders are required to comply with the requirements N.J.S.A. 10:5-31 et. seq. and of N.J.A.C. 17:27 and any amendments thereto, regarding Equal Opportunity Employment and Affirmative Action.
9. Bidders are required to provide Business Registration Certificates in accordance with P.L. 2004, c. 57.
10. Bidders are required to comply with the Public Works Contractor Registration Act, P.L. 1999, c. 238. All named contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive. Any non-listed contractor must be registered with the Department of Labor prior to physically starting work.
11. Only manufactured and farm products of the United States, wherever available, shall be used.
12. All deliveries shall be made at the time and at the place as specified hereinafter.

**GENERAL REQUIREMENTS FOR SUBMITTING BIDS  
TOWNSHIP OF LONG HILL (Continued)**

13. The Township reserves the right to consider bids for sixty (60) days after receipt. The contract shall be awarded to the lowest responsible bidder meeting all bid requirements. When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.

14. The Township reserves the right to reject any and all bids, if in the interest of the Township, it is deemed advisable to do so and to readvertise under those circumstances recognized in the Local Public Contract Law, as amended. The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the owner finds that it had a prior negative experience with the bidder.

15. At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the specifications and contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from his obligation in respect to his Bid.

16. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.

17. General. The Instructions to Bidders, General Requirements, Detailed Specifications, and all other documents which are part of the specification, shall apply to the entire specification, and to any part thereof, and shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

18. Acknowledgement of all signatures must appear on bond and related documents.

19. This project is being funded in part by a NJDOT Local Aid grant. Final payment is therefore subject to NJDOT inspection and acceptance of the project.

## DEFINITION OF TERMS

Municipality/Township	Township of Long Hill Morris County, New Jersey
Governing Body	Township Committee Township of Long Hill Morris County, New Jersey
Owner	Township of Long Hill Morris County, New Jersey
Engineer	Paul W. Ferriero, PE, CME Ferriero Engineering, Inc. 180 Main Street, PO Box 571 Chester, New Jersey 07930
Contractor	Party to whom the Contract is awarded acting directly or through authorized representatives and employees.
Plans & Specifications	All engineering plans and specifications prepared by Ferriero Engineering, Inc., and as recited herein, shall govern in the execution of the work.
Owner's Attorney	John R. Pidgeon, Esq. Pidgeon & Pidgeon 600 Alexander Road Princeton, NJ 08540

## INFORMATION TO BIDDERS

### 1. CONTRACT DOCUMENTS

A copy of the Contract Documents will be supplied to prospective bidders upon payment of the amount that is specified in the advertisement, none of which is refundable, for each set, payable in cash or check.

The Owner, pursuant to N.J.S.A. 40A:11-25 may require from any person proposing to bid hereon a statement showing his, her or its financial ability and experience in performing public work before furnishing such person with the Contract Documents therefore and, if not satisfied with the sufficiency of the statement, may refuse to furnish the Contract Documents to such person. Each bidder agrees to execute the Consent to Investigation Form included in this bid package to allow the Owner to verify all information supplied by the bidder.

### 2. PROPOSAL FORM

The proposal form is a complementary part of the Contract Documents and shall be used by the bidder in his, her or its submission. The Bidder shall specify a written price and a price in numerals for each item and a written numerical total cost for each item. All blank spaces for unit prices, extended totals, summation, and lump sums must be completed in ink or typewriter. All erasures or other physical changes in the bid shall be signed or initialed by the bidder. Any omission in the Proposal shall be just cause for rejection.

### 3. SUBMISSION OF BID

Bidders must use the proposal forms provided and submit their bid with the attached Contract Documents. The Proposal shall be enclosed in a sealed opaque envelope and the outside of the envelope shall bear the name and address of the bidder as well as the designation of the project.

Bids will be received by the Owner at the time and place designated in the Notice to Bidders.

### 4. BID BOND

Accompanying each bid shall be a certified check, cashier's check or bid bond, in an amount not less than ten percent (10%) of the amount of the bid but not more than \$20,000.00.

Such bid security shall be returned to all but the three lowest bidders within ten (10) working days after the date of bid opening and the bid securities of the three lowest bidders will be returned within three (3) working days after the Contract has been executed. If no Contract has been executed within sixty (60) days after the date of the bid opening, the Owner agrees to return the bid securities upon demand. No interest will be allowed upon any bid security. The form of bid security or bid bond, as the case may be, is included with this bid package.

### 5. CONSENT OF SURETY

In addition to the bid security, each bidder must file with his bid a letter from a surety company which states, in the event said bidder is awarded the Contract, that the surety company will furnish a performance bond and payment bond, in the amount for one hundred percent (100%) of the amount of the Contract. The form of Consent of Surety is included with this bid package.

## **INFORMATION TO BIDDERS (Continued)**

### **6a. PERFORMANCE BOND**

The successful bidder shall furnish and deliver to the Owner, along with the executed Contract, a bond in the amount of 100 percent (100%) of the accepted bid as security for the faithful performance of the Contract, and guaranteeing 100 percent (100%) of the work performed. The performance bond must be executed by a responsible surety company acceptable to the Owner and authorized to transact business in the State of New Jersey.

### **6b. PAYMENT BOND**

The Contractor or Contractors to whom the Contract is awarded shall also give a material and labor bond (hereinafter "Payment Bond") for 100 percent (100%) of the full amount of the Contract price in satisfactory legal form issued by a surety company or companies authorized to do business by and operating in accordance with the laws of the State of New Jersey. The Payment Bond shall be approved by the said Owner for the protection of all persons furnishing materials or labor for the construction of the Contract to the Contractor or any subcontractors. The Payment Bond shall be in the form required by Chapter 2A:44-143 to 147, NJSA and amendments thereto and supplements thereto. Said bond shall not be returned and canceled until all liability to any and all persons protected by the condition of said bond shall have been met by the Contractor or persons primarily liable for the payment thereof, or by the surety on said bond.

### **7. ERRORS IN BID**

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail, and the extended total shall be corrected. In case there is an error in the summation of the extended totals, the extended totals shall govern and the computed summation by the Engineer shall be accepted as the amount bid.

In the event there is a discrepancy between the item unit bid price written in numbers and the item unit bid prices written in words, the item unit bid prices written in words shall govern when calculating the extended total. In the event there is a discrepancy between the total amount of the bid written in numbers and the total amount of the bid written in words, the correct summation of the extended totals shall prevail.

### **8. ESTIMATED QUANTITIES**

The quantities as listed in the proposal are approximate only, and are given as a basis for the comparison of bids. The Owner reserves the right to increase or decrease any item to any amount.

Any such change in quantity shall not be regarded as sufficient grounds to renegotiate the unit price bid for that item unless such item is considered a major item and is increased or reduced by more than twenty-five percent (25%).

The proposal may include items which have been designated as "if and where directed." The estimated quantities set out in the proposal for "if and where directed" are presented for the purpose of obtaining a representative bid price, but are not indicative of the Owner's intent regarding incorporation into the project. The Owner has the right to direct the Contractor to perform work using "if and where directed" quantities.



## **INFORMATION TO BIDDERS (Continued)**

### **9. CONDITION OF JOB SITE**

Each bidder shall make a careful investigation of the job site and inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve the successful bidder of his obligation to perform the work as set forth in the Contract Documents.

Bidders are hereby notified that it will be their responsibility to obtain information which they may require as to subsurface conditions and the location of underground utilities.

Each bidder by submission of his bid represents that he has apprised himself of all conditions, and the kind, quality, and quantity of work to be performed.

### **10. ADDENDA AND INTERPRETATIONS**

No requests for interpretations or questions will be entertained less than 10 days (Saturday, Sunday and holidays excepted) prior to the date fixed for the opening of bids. No interpretations of the meaning of the Contract Documents will be made to any Bidder orally. Any and all revisions, interpretations or clarifications will be in the form of written Addenda to the Contract Documents which, if issued, will be provided by certified mail, or by certified facsimile transmission (meaning that the sender's facsimile machine produces a receipt showing the date and time of the transmission and that the transmission was successful) or by a delivery service that provides certification of delivery to the sender, to each of the persons who has received a bid package, at the respective addresses furnished for such purpose, not later than seven (7) days Saturday, Sunday or holidays excepted - prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation under such addenda. All addenda so issued shall become part of the Contract Documents. If any addenda materially change the solicitation, the Owner may postpone the date for the opening of the bids.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Each Bidder shall ascertain, prior to submitting its Bid, that it has received all Addenda, if any, issued and shall acknowledge receipt of all such Addenda on the Acknowledgement of Receipt of Addenda Form provided in the proposal.

### **11. FAILURE TO ENTER INTO CONTRACT**

Should the successful bidder fail to execute and deliver the Contract, Payment and Performance Bonds within fourteen (14) working days after the receipt of written notification by the Municipal Clerk that the Contract is ready for execution, the bidder shall forfeit to the Owner as liquidated damages the security deposited with the submitted bid.

### **12. CONTRACTOR'S EMPLOYEES.**

The Bidder will not be permitted to employ any laborer, worker or mechanic contrary to the rules of the various authorities having jurisdiction.

The Bidder shall not employ any employee of the Owner.

## INFORMATION TO BIDDERS (Continued)

### 13. REJECTION OF BIDS

The Owner reserves the right to reject any or all bids and to waive any informality if deemed in the best interests of the Owner and its citizenry and to readvertise under those circumstances recognized in the Local Public Contracts Law, as amended. The Owner reserves the right to reject all non-conforming, non-responsive, unbalanced or conditional bids.

The Owner reserves the right to reject the bid of any bidder if, in the Owner's judgment, it would not be in the best interest of the Owner and the citizens of the Owner to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

### 14. WITHDRAWAL OF PUBLIC WORKS BID

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Megan Phillips, Township Clerk, Township of Long Hill, 915 Valley Road, Gillette, New Jersey 07933. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Clerk may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Township's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Township will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

### 15. UTILITIES

Bidders are hereby notified that it will be the Contractor's responsibility to coordinate the work required of the various utility companies and to notify respective utility companies of any damages caused by the Contractor to their lines and see that the same will be repaired immediately at no cost to the Owner.

The Contractor will be held solely responsible for locating and protecting all underground utilities and structures affected by Contractor activities or the work; including, but not limited to, utilities and structures of the Owner, and the Contractor shall comply with all applicable provisions of the Underground Facility Protection Act (PC 1994, C.118). The Contractor shall notify, in writing, the owners of all utilities and structures which will or may be affected by the nature and scope of the project or the Contractor's operations. The Contractor shall, at his own expense, arrange with the owners of all utilities and structures

## **INFORMATION TO BIDDERS (Continued)**

for the location of their utilities, and shall pay all charges, costs and fees in connection therewith at his own expense.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the work. All required test pit excavations are to be performed prior to the start of work to locate existing subsurface piping and structures at the expense of the Contractor.

### **16. WORK SCHEDULING**

Prior to beginning of construction, on a date and time set by the Owner and notified to the successful bidder, but in any case within ten (10) days, Sundays and holidays excepted, after notification of the award of the Contract, the successful bidder shall deliver to the Owner and the Engineer (in addition to the other documents referred to in the Information for Bidders) a detailed Construction Schedule Bar Graph. The schedule is for the review of the Owner and the Engineer who may elect to comment upon the contents as it may suit their respective interests. The successful bidder shall also submit in writing, prior to beginning of construction, the methods of construction to be used in the performance of this project.

Neither the comments upon nor the acceptance of the Methods of Construction or the Construction Schedule Bar Graph by the Owner or Engineer shall relieve the Contractor of his responsibility for the means, methods, techniques, sequences and procedures of construction, or for the safety precautions and programs incident thereto; and neither the Owner nor the Engineer will be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The Construction Schedule Bar Graph must be in accordance with the calendar days permitted for construction and must indicate appropriately the percentage of work scheduled for completion by any given day of the Schedule.

The Contractor shall enter his actual progress on the Construction Schedule and shall deliver copies to the Owner and Engineer at least twice each month. If at any time, in the opinion of the Owner, progress is not being maintained as required by the Construction Schedule, amendments shall be made to the Schedule to regain the progress in the work required by the Contract Documents, without additional cost to the Owner. In this circumstance the Owner may require the Contractor to increase the number of shifts, overtime operations, and/or days of work, and to submit for review any amendments to the Construction Schedule as the Owner deems necessary to demonstrate how the required rate of progress will be regained. The amendments shall be subject to the review of the Owner, but action or inaction by the Owner shall not relieve the Contractor of any responsibility under the Contract.

### **17. THE BIDS**

On a bid for any Contract, the Township Committee reserves the right to hold a hearing to determine who is the most qualified bidder based on experience, ability to perform the work, financial ability, and work previously performed by the bidder in the particular area for which he has bid. The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contract Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Owner finds that it has had a prior negative experience with the bidder. All bidders agree that the decision of the Owner shall be final and not appealable unless such decision is made in bad faith, etc. The

## INFORMATION TO BIDDERS (Continued)

reason for the non-appealability of this decision is for the necessity of the Contract to be awarded as expeditiously as possible because of the type of funding being given to this project. In any event, the Township Committee reserves the right to determine between two (2) tie bidders who shall receive the Contract by drawing lots. In the event that the Township Committee makes such a decision, the names of each of the tie bidders shall be placed in a suitable receptacle and deposited in a closed container which shall be vigorously shaken and the Clerk, Deputy Clerk or the Engineer shall draw the name of the successful bidder from the receptacle. All Contractors, by submitting a bid, agree to the foregoing terms in determining a tie between two (2) bidders.

### 18. NON-DISCRIMINATION & AFFIRMATIVE ACTION PROGRAM

The successful bidder shall comply with Exhibit B of the State of New Jersey Department of the Treasury Affirmative Action Office, Public Agency Regulations for Awarding Contracts pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

The successful bidder shall comply with all applicable requirements of the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966 and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., as well as all Federal Laws and Executive Orders prohibiting discrimination in the workplace. Bidders are also required to comply with the requirements of P.L. 1975, Chapter 127. **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, CHAPTER 127.**

All bidders and all Contractors who are negotiating for the Contract, as a precondition to entering into a valid and binding procurement or service contract with the Owner are required to submit to the Owner prior to or at the time the Contract is submitted for signing by the Owner (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- a. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- b. A certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
- c. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4; provided, however, that a Contractor shall not be eligible to submit an initial Employee Information Report unless the Contractor certifies and agrees as follows: "The Contractor, or subcontractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and agrees to submit immediately to the Affirmative Action Office a copy of the initial employee information report." The Contractor shall also submit a letter stating the form was completed and appropriate copies sent to the Affirmative Action Office for processing on the Contractor's letterhead.

The successful bidder is required to submit one of the above within ten (10) days after receipt of Notice of Award and prior to Contract execution. If the bidder fails to supply the Township with the necessary

## **INFORMATION TO BIDDERS (Continued)**

Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

No later than three (3) days after signing the Contract, the bidder or Contractor is required to submit to the Owner compliance officer and the Affirmative Action Office an initial project manning table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

### **19. SAFETY AND HEALTH**

The successful bidder shall comply with all Federal, State, County and local regulations, laws and statutes which apply to the work and to safety and health in particular. The Contractor and/or Subcontractors shall adhere to all applicable safety codes. Applicable safety codes shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards (OSHA)"; "Safety and Health Regulations for Construction" of the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety; "Construction Safety Code," and "Maintenance, Construction and Demolition," and "Building Code".

The successful bidder shall be solely and completely responsible for conditions in, on or near the work area, including operational safety during performance of work. This requirement will apply continually, 24 hours a day until final acceptance of the work by the Owner and shall not be limited to normal working hours.

Construction observation of the Contractor's performance by the Engineer is not intended to and shall not include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

Neither the Township nor its consultants shall have any responsibility for the means, methods, sequences or techniques selected by the successful bidder to perform the work; for safety precautions and programs incident to the work; or for any failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the successful bidder furnishing and performing the work.

### **20. AMERICAN GOODS AND PRODUCTS**

Only manufactured or farm products of the United States, wherever available, are to be used in the work in accordance with N.J.S.A. 40A:11-18 of the New Jersey Local Public Contracts Law.

### **21. PUBLIC INFORMATION**

Any and all information submitted with or subsequent to the bids will be considered public information and as such may be open to full review and scrutiny by the general public. Submission of a bid will constitute a full waiver by bidder of any right to confidentiality with regard to information that is submitted with the bid or subsequently provided to the Owner pursuant to the requirements of the Contract documents.

### **22. BENEFICIAL OWNERSHIP IN BIDDER**

Pursuant to Chapter 33, PL 1977, all bidders shall set forth, utilizing the form included with this bid

## **INFORMATION TO BIDDERS (Continued)**

package, the names and addresses of all stockholders in the corporation, partners in a partnership or other persons in a business entity who has a ten percent (10%) or more interest or any individual who has a ten percent (10%) or more interest in the business entity which may bid on the aforesaid Contract.

### **23. PAYMENT OF WAGES**

Bidders on the Contract will be required to comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, effective Jan. 1, 1964, as amended by Chapter 64 of P.L. 1974, and to pay the prevailing wage rates for the locality in which the project is to be performed. The prevailing wage rate shall be determined by the Secretary of Labor in accordance with the Davis/Bacon Act, as amended, or the New Jersey Prevailing Wage Law of 1963, Chapter 150 (N.J.S.A. 34:11-56.25 et. seq.), as amended, whichever rates are higher. All statutory provisions shall be deemed to be included herein.

The Contractor shall pay the minimum rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the minimum wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the minimum wage rate prescribed for that craft by the New Jersey Department of Labor, the higher rate shall be the rate paid. The state wage rates in effect at the time of award are made a part of the Contract, pursuant to Chapter 150, Laws of 1983 (N.J.S.A. 34:11-56.25 et. seq.) and are included herein.

In the event it is found that any employee of the Contractor or any subcontractor covered by the Contract has been paid a rate of wages less than the minimum wage required to be paid by the Contract, the Owner may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

### **24. NON-COLLUSION AFFIDAVIT**

Each bidder shall submit a fully executed Non-Collusion Affidavit with its bid utilizing the form included with this bid package.

### **25. CONSENT TO INVESTIGATION**

Each bidder shall submit a fully executed Consent to Investigation with its bid utilizing the form included with this bid package.

### **26. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable Federal, State and County Laws, Municipal Ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full. P.L. 1999, c.440 is about to take effect and its provisions shall control to the extent of any inconsistency between that legislation and these specifications.

### **27. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed"

## INFORMATION TO BIDDERS (Continued)

from the Owner and to achieve substantial completion of the project pursuant to Article 2.14 of the General Conditions of the Contract. The Bidder must also agree to pay as liquidated damages, the sum of Seven Hundred and Fifty (\$750.00) per day, for each consecutive calendar day thereafter as herein provided.

### 28. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds, consents of surety or performance bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

### 29. CONTRACTOR'S EMPLOYEES

The Bidder will not be permitted to employ any laborer, worker or mechanic contrary to the rulings of the various authorities having jurisdiction. The Bidder shall not employ any employee of the Owner.

### 30. RIGHT TO TERMINATE CONTRACT

The Bidder's attention is directed to section 2.27 of the general conditions, which lists the eventualities of the Owner's right to declare the contractor in default and thereby terminate the contract.

### 31. STANDARDS AND SUBSTITUTIONS

The name and make of any article, device, material, form of construction, or equipment, etc., named in these Specifications, whether or not the words, "or equal", are used, shall be known as "standard". All proposals shall be based on the standard quality specified. Where two or more standards are named together, bidders may bid on any standard named, regardless of the order in which they are named.

It is the intention of the Specifications to permit the Contractor to base his bid on an "equal". If he chooses to base his bid on a "so called equal" he does so at his own risk. In order to obtain approval to use this "equal", the following steps must be taken:

1. The complete specification and description of the proposed equal bid shall be furnished to the Owner for approval, prior to the award of Contract.
2. In all cases concerning the equality of any substitution, the decision of the Owner shall be final. If the Contractor does not seek approval as described above, one of the standards named shall be used.

### 32. CONSIDERATION OF PROPOSALS

Competency and responsibility of bidders, their facilities, and experience in similar work will be considered in making the awards as well as costs. Bids from parties not regularly and practically engaged in the scope and class of work bid upon, may be rejected at the discretion of the Owner.

Each bidder shall submit with the proposal a list of other Owners for which he has completed similar projects.

No bid will be accepted from, or a Contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who, or which, is in default upon any Contract or obligation to the State or to this or any other Owner. Failure of any bidder to have completed a previous contract will be

## **INFORMATION TO BIDDERS (Continued)**

evidence of irresponsibility. Failure of a bonding corporation to have completed or paid for completion of a previous contract, where a Contractor has failed to complete, will be evidence of a default.

Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.

### **33. EXTENSION OF TIME**

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, Township of Long Hill, or any other Contractor employed by the Owner under the work, or any damage caused by fire, or other casualty, for which the Contractor is not responsible, or by the combined action of workmen, in no way caused by or resulting from default or collusion on the part of the Contractor (burden of proof being the Contractor's), or abnormal weather conditions, then the time fixed for completion of the work will be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Township, but no such allowance will be made unless a claim therefore is presented in writing to the Township of Long Hill within forty-eight (48) hours of the occurrence of such delay, and then only when approved in writing by the Township of Long Hill.

### **34. EXTENSION OF TIME NOT A WAIVER**

Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.

### **35. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the Owner, and its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees against and from all suits and costs of every description, including but not limited to costs of legal and from all damages which may be brought against the Owner or any of its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees arising out of, or resulting from, the work that is the subject of this agreement. The indemnification provided by the Contractor includes indemnification for any alleged fault or negligence on the part of the Owner or any of its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

### **36. INSURANCE**

The successful bidder shall be required to provide the Owner with a Certificate of Insurance evidencing liability coverage, in accordance with the amounts indicated within the General Conditions of the contract. The successful bidder shall also be required to provide the Owner with a Certificate of Insurance showing Workers' Compensation Insurance coverage in the statutory amounts. The Certificate of Insurance must



## **INFORMATION TO BIDDERS (Continued)**

be furnished upon the execution of the Contract and the Owner must be named as an additional insured on all of the Contractor's liability policies.

### **37. SIGNATURE OF BIDDERS**

The firm, corporate, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm". In case of an individual, use the term "doing business as", or "sole owner".

All corporations or partnerships bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the partners owning ten percent (10%) or greater interest in that partnership, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding that ten percent (10%) ownership criteria established in the act has been listed.

### **38. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (REVISED 4/10)**

#### **EXHIBIT B**

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C.17:27**

#### **CONSTRUCTION CONTRACTS**

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment with- out regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gen- der identity or expression, disability, nationality or sex.

**INFORMATION TO BIDDERS (Continued)**  
**EXHIBIT B (Cont'd.)**

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C.17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5- 31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

**INFORMATION TO BIDDERS (Continued)**  
**EXHIBIT B (Cont'd.)**

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

**INFORMATION TO BIDDERS (Continued)**  
**EXHIBIT B (Cont'd.)**

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project work- force report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter IO of the Administrative Code (NJAC 17:27)**.

39. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS  
N.J.S.A. 52:32-44, P.L. 2004, c.57

In accordance with the New Jersey Business Registration Certificate Law P.L. 2004, c. 57, and as amended

## INFORMATION TO BIDDERS (Continued)

by P.L. 2009, c.315 (a-557/S2366) effective January 18, 2010 all business organizations that do business with the Township are required to be registered with the State and must provide the Township with a copy of a Business Registration Certificate.

### **New Jersey Business Registration Requirements**

Attach a copy of the business registration certificate issued by the Department of the Treasury, Division of Revenue, for the bidder and for each principal subcontractor.

The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of the business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. The Township will not be responsible for a contractor's failure to comply with this requirement.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al), or subsection e. or f. of section 92 of P.L. 1977, c.110(N.J.S.A. 5:12-92) or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **OBTAINING A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. Businesses may

- 1) Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the "online" link and then select "Register for Tax and Employer Purposes".
- 2) Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm)
- 3) Call the Division at 609-292-1730 to have the form mailed to you.
- 4) Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Individuals may submit the attached Form NJ-REG-A (page 17) or may download it from the web at [www.nj.gov/treasury/revenue/pdf/forms/reg\\_a.pdf](http://www.nj.gov/treasury/revenue/pdf/forms/reg_a.pdf).

### **39. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

Under the Public Works Contractor Registration Act (P.L. 1999, c. 238), no Contractor or subcontractor will be permitted to bid on or engage in any contract for public work over \$15,444 (public work defines in section 2 of P.L. 1963, c.150 (C.34:11-56.26)), unless that Contractor or subcontractor is registered with the New Jersey Department of Labor.

## INFORMATION TO BIDDERS (Continued)

All bidders must include a copy of their Certificate of Registration with the New Jersey Department of Labor with the bid or must provide proof that they have submitted a registration application to the Department (copy of application and proof of payment of fee).

Failure to provide either a certificate or proof of submission of an application to the Department shall be grounds for rejection of the bid.

A copy of the registration can be obtain through the State's web page at:

<https://www.njportal.com/lwd/pwcr>

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: <a href="mailto:contreg@dol.state.nj.us">contreg@dol.state.nj.us</a>
Trenton, New Jersey 08625-0389	Website: <a href="http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html">http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html</a>

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us) for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

#### 40. WORK WITHIN MORRIS COUNTY RIGHT-OF-WAY.

The successful bidder is responsible to obtain any and all county road opening permits which will include posting of a bond and insurance as required by the County. No separate payment will be made for obtaining and maintaining road opening permits. Costs shall be included in various items within the proposal. Costs of required bond and insurance will be borne by the contractor.

## **SPECIAL CONDITIONS OF THE CONTRACT**

## **SPECIAL CONDITIONS OF THE CONTRACT**

### **1.01 SCOPE OF WORK**

The work to be performed includes the furnishing of all labor, materials, and equipment necessary to complete the work as shown on the drawings and described in the specifications for the milling and resurfacing of the entire road width, consisting of Hot Mix Asphalt Milling, 3" or Less (4,445 SY), and Hot Mix Asphalt Surface Course, 2" Thick (595 Tons); construction of 9" x 18" Concrete Vertical Curb (50 LF), and Concrete Sidewalk, Reinforced, 6" Thick (15 SY) for installation of ADA-compliant curb ramps; construction/replacement of granite block curbing (55 LF) necessary for drainage and integrity of the roadway surface; resetting/replacement of various inlets and inlet curb pieces to meet current stormwater management standards; replacement of traffic stripes and markings; installation of various regulatory and warning signs; and other incidental work.

The Contractor shall be required to visit the project site prior to preparing his bid in order to properly assess the conditions and difficulties likely to be encountered during construction.

The Contractor is advised that the work on this project must be performed in accordance with the weather limitations specified in the technical specifications. Notice to proceed will not be given to the Contractor until such time as the weather will permit continuous construction.

A representative of the Engineer shall inspect all work on a full-time basis. Quantity tickets and receipts for material deliveries shall be provided to the Owner's representative, at the time of delivery of the specific material only. No tickets/receipts will be accepted, for any quantities of materials at any other time. Quantity tickets/receipts will serve as the basis of payment for the volume items. Material testing will be in accordance with the specific material requirements within the technical specifications sections contained herein.

The Contractor shall be required to maintain strict adherence to the specified time limit for completion of this project. Materials and equipment shall be obtained from manufacturers and suppliers who can insure delivery times compatible with the overall project time limit.

Coordination of the Contractor's work with the Owner and utility companies is imperative. No work involving interruption of the existing services may commence without providing adequate notice and receiving the approval of the Owner. Also, included is the controlling of traffic, where such work operations affect normal operations, and conforming to the required working hours as contained herein.

### **1.02 TECHNICAL SPECIFICATIONS.**

The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction dated 2019 shall apply to the various items of work, which constitute the construction contemplated under this Contract except as supplemented and/or amended by the Special Provisions. In cases of conflict between the Standard Specifications and the Special Provisions, the provisions of the Special Provisions shall apply.

It is provided that whenever anything is, or is to be, done if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established,



## SPECIAL CONDITIONS OF THE CONTRACT

approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer".

Within the Standard and/or Supplemental Technical Specification of this Contract the following definitions shall apply:

1. Standard Specifications shall mean the New Jersey Department of Transportation, "Standard Specifications for Road and Bridge Construction", dated 2019. Within the referred to portions of the Standard Specifications wherein the following terms are used, they shall mean respectively:

State, Department, Commissioner, Owner: Township of Long Hill

Engineer: Paul W. Ferriero, PE, CME  
Ferriero Engineering, Inc.  
180 Main Street, PO Box 571  
Chester, New Jersey 07930

Inspector: Representative of the Owner  
or the Engineer

Laboratory: Laboratory designated by  
the Owner or the Engineer

Supplemental Specification: Supplemental Technical Specifications,  
if any, to the Standard Specifications  
and Supplemental Technical  
Specifications for items not included in  
the Standard Specifications

2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction and Demolition", and "Building Code", whichever is the more stringent for the applicable requirement.

3. Local Regulatory Agency(ies): Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions; otherwise, the Contractor shall be responsible to determine same in the local area of the Contract.

4. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Supplemental Specifications of the Contract.

5. Bid Proposal Items: Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be considered included in the cost of other items, or work.



## **SPECIAL CONDITIONS OF THE CONTRACT**

Engineer. The Contractor shall contact the Engineer five (5) days before beginning work so that examination of said supplies can be made.

### **1.07 SANITARY ARRANGEMENTS**

Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observations, shall be constructed and maintained by the Contractor, in such manner and at points as shall be approved or directed and their use shall be strictly enforced. The collections in the same shall be disinfected and removed by the Contractor.

### **1.08 ASPHALT AND FUEL PRICE ADJUSTMENTS**

The asphalt price adjustment, for projects that utilize 1,000 tons or more of hot mix asphalt, shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as revised by the Standard Inputs periodically issued by the Department. A fuel price adjustment, for eligible items, shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as revised by the Standard Inputs periodically issued by the Department. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract times the fuel usage factors as determined by the Department. In the event that 1,000 tons of asphalt and or 500 gallons of fuel for eligible items is utilized, the appropriate price adjustments shall be calculated and included in the final quantity change order as a supplemental item.

### **1.09 WORK WITHIN MORRIS COUNTY RIGHT-OF-WAY**

The Contractor is responsible to obtain any all-county road opening permits which will include posting of a bond and insurance if required by the County. No separate payment will be made for obtaining and maintaining road opening permits. Costs shall be included in various items within the proposal. Costs of required bond and insurance will be borne by the contractor.

### **1.10 CONFORMITY WITH THE CONTRACT**

In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE. Do not take advantage of a discrepancy, error, omission, or ambiguity in the Contract. The Department will promptly make, in writing, interpretations or corrections if necessary. The Contractor is not relieved of the obligation to complete work because of a discrepancy, error, omission, or ambiguity. Do not make changes to the Work without written direction from the Department.

# **GENERAL CONDITIONS OF THE CONTRACT**

# GENERAL CONDITIONS OF THE CONTRACT

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## GENERAL CONDITIONS OF THE CONTRACT

### 2.01 DEFINITIONS

Certain terms are used from time to time in the Contract Documents and shall be construed as follows:

Township/Owner/Owner - shall mean the Township of Long Hill, Morris County, New Jersey.

Township Council/Governing Body - shall mean the Township Council of the Township of Long Hill, Morris County, New Jersey.

Contractor - shall mean the successful bidder who is the party of the second part of the Agreement. For convenience throughout the Contract Documents, the Contractor shall be referred to as an individual.

Contract Documents - consist of the Notice to Bidders, Information to Bidders, Special Conditions, General Conditions, Supplemental Specifications, Proposal, Contract, Plans Accompanying the Specifications, Addenda or other information mailed or otherwise transmitted to prospective bidders prior to the receipt of bids, if any, Change Orders, Field Orders and Supplementary Agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of the Contract.

Drawings - shall mean all sketches, blueprints, plans, reproductions of drawings pertaining to the construction of the structures and appurtenances.

Engineer - shall mean the individual or his agent so designated by the Owner.

Extra Work - shall mean any work required by the Owner, which in the judgment of the Engineer, involves changes in or additions to that work required by the Contract Documents.

Final Acceptance – The written acceptance by the Owner for all the Work, including the exceptional items described under the definition for substantial completion.

Specifications - shall mean the directions, provisions and requirements, contained herein, together with all written agreements made to the method and manner of performing the work or the quantities and qualities of materials to be furnished under the Contract.

Standard Specifications - shall mean the U.S. Customary English Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, as indicated in the Supplemental Specifications and as amended herein.

Subcontractor - shall mean those having a direct Contract with the Contractor to furnish materials worked to a special design according to the Contract Documents of this work.

Substantial Completion - When all work is complete, with the exception of landscaping Items, removal of SESC measures, final cleanup, and repair of unacceptable work; provided the Engineer has determined that, the Project is safe and convenient for use by the public, failure to complete work and repairs excepted above will not result in the deterioration of other completed work and the value of the remaining landscaping work, removal of SESC measures, repairs, and final cleanup is less than 2 percent of the Total Adjusted Contract Price.

## GENERAL CONDITIONS OF THE CONTRACT

Surety - shall mean the corporate body which is bound with and for the Contractor and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has Contracted.

Written Notice - shall mean notice which has been duly served when delivered to or at last known business address of the person, firm or corporation for whom intended or when enclosed in a prepaid postage wrapper or envelope addressed to such person, firm, or corporation at the last known business address and deposited in a United States mail box. All notices sent by mail shall be certified, and the time of receipt shall be used for the determination of any waiting period for action to be taken as called for in the Contract Documents.

Work - shall mean all labor, materials, supplies, tools and equipment, insurance, bonds, and other facilities necessary to complete the Contract.

Note: When a term used in the Contract Documents is not specifically defined in this section the definition listed in the Standard Specifications and/or International Building Code shall be used. In the event a conflict between the definitions of terms exists between the Contract Documents and the Standard Specifications, the Contract Documents shall govern.

### 2.02 INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is required or called for by any one of them shall be as binding as if mentioned by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work in a good and workman-like manner. In the performance of the work, the Contractor shall also bear all costs of insurance; obtain and pay for any necessary permits; royalties; conform to all federal, state, county, and municipal legislation pertinent to this project; and protect the work during construction.

### 2.03 ORDER OF COMPLETION

The Contractor shall submit a schedule which will show the order in which the proposed work will be performed and the dates when each part will be started and completed. The order of work shall be continuous and subject to the approval of the Engineer. The Contractor is advised that inclement weather limitations will apply and that work shall not be scheduled until such time as weather conditions will permit continuous construction.

### 2.04 OWNERSHIP OF DRAWINGS

All furnished Drawings, with the exception of the Contract set, are the property of the Engineer, and shall be returned to him at the completion of the work. Three (3) sets of prints of the Contract Drawings and one (1) sets of specifications will be furnished to the Contractor, upon request, without cost. Additional sets requested by the Contractor will be furnished at the cost of production.

### 2.05 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work; the character, quality and quantity of the necessary material; the character of equipment and facilities needed to perform the work; the general and local surface and subsurface conditions;

## GENERAL CONDITIONS OF THE CONTRACT

all federal, state, county and municipal ordinances which may affect the work to be performed under this Contract.

### 2.06 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all parts of the work, temporary and permanent, until the project is accepted by the Township. The Contractor shall also bear all losses resulting from any unforeseen difficulties which may be encountered; or delays of work resulting from the breaking, leaking or relocation of any underground utilities; or from delays required for any related or adjoining Contract and shall save the Township harmless from all claims of any kind arising from the performance of the Contract.

The Contractor shall be responsible for any and all damage caused by or due to flooding during construction which damages either personal and/or real property, and it will be his responsibility to take adequate steps during the course of construction to prevent such damage.

The Contractor is solely responsible for compliance with all applicable safety regulations including, but not limited to, those of the Occupational Safety and Health Administration (OSHA), State of New Jersey, Department of Labor and Industry, etc.

The Contractor shall comply with any and all "Buy American" requirements of Federal and State law, including N.J.S.A. 40A:11-18 which provides that only manufactured products of the United States, wherever available, be used.

### 2.07 OWNER'S RESPONSIBILITY

The Owner shall be responsible for the ownership of lands, easements, or slope rights upon which the proposed work is to be constructed. The Owner shall not be responsible for lands used for storage of the Contractor's equipment. If the Contractor desires temporary use of other land during construction, he will secure written permission from the owner and shall file a duplicate copy of such permission with the Owner and the Engineer.

### 2.08 SUBCONTRACTORS

The Contractor, prior to engaging any subcontractor, shall furnish the Engineer, in writing, with the name and address of the subcontractor; and the nature and extent of the work to be performed. A list of completed similar projects, as indicated in the Quality Assurance sections of the various technical specifications contained herein in the bid documents, by the subcontractor and the name, address and phone number of the Engineer-in-charge shall also be furnished. The Contractor shall not award any subcontract until the proposed subcontractor has been approved by the Engineer and evidence has been presented to the Owner that the employees of the subcontractor are protected by compensation insurance.

The Contractor agrees that he is fully responsible to the Owner for acts or omissions of his subcontractor and of persons either directly or indirectly employed by them.

The Owner reserves the right to require the Contractor to construct, with his own employees, not less than forty percent (40%) of the total value of the Contract, such percentage to be calculated on the basis of the original bid proposal.



## **GENERAL CONDITIONS OF THE CONTRACT**

Nothing contained in the Contract Documents, shall create any contractual relation between any subcontractor and the Owner.

### **2.09 SUPERINTENDENCE**

The Contractor shall keep on the work site at all times during its progress, a competent superintendent who shall be satisfactory to the Engineer. The superintendent shall not be changed except with the written consent of the Engineer, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent and have full authority to act for the Contractor. Any directions so given shall be confirmed in writing by the Engineer upon written request of the Contractor.

The Contractor shall also furnish to the Owner the telephone numbers of his superintendent and assistants for any emergency arising outside the normal work day schedule as a result of the Contract. If such an emergency does arise, and the Owner cannot contact the Contractor or his agents, or the Contractor or his agent does not arrive on the job site within two (2) hours of such notification, the Owner reserves the right to correct the situation. Any costs incurred by the Owner shall be reported, in writing, to the Contractor for immediate payment. No additional estimates for work under this Contract shall be paid to the Contractor until the Owner is in receipt of payment for such emergency work.

### **2.10 PROTECTION OF WORK, PROPERTY AND PROJECT PHOTOGRAPHS**

The Contractor shall continuously maintain adequate protection of all his work, the Owner's property, existing utility facilities and adjacent property from injury or loss arising in connection with this Contract. He shall be responsible for such damage, loss or injury except if caused by agents or employees of the Owner.

In the event of emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act to prevent such threatened loss of property without authorization by the Owner, and he shall act, without appeal, if instructed by the Owner. Any compensation due to the Contractor by reason of such action shall be determined by agreement prior to the submittal of the next monthly estimate.

Contractor shall be responsible to take pre-construction photos or video. A copy of the photos or video shall be provided to the engineer prior to beginning any work. No separate payment will be made. All costs shall be considered included in various items within the proposal.

### **2.11 INSPECTION OF WORK**

The Township shall have the right to inspect all materials and work performed during any phase of construction and the Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection. The Contractor shall notify the Engineer of any work requiring inspection seventy-two (72) hours prior to commencing work. Unless otherwise authorized, work shall be done only in the presence of the Engineer or an authorized representative. Any work done without proper inspection will be subject to rejection and not approved for payment. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

## GENERAL CONDITIONS OF THE CONTRACT

No work shall be closed or covered until it has been duly inspected and approved. Should unapproved work be covered, the Contractor shall, if requested by the Engineer, uncover all work for inspection. The cost of uncovering the work and replacement shall be borne by the Contractor.

The cost of inspection shall be borne by the Township during the normal work week. The wages and overhead for inspection services on Saturdays, Sundays, legal holidays, or on week days outside the hours of 8:00 am to 4:00 p.m., inclusive, shall be borne by the Contractor if the Owner so elects. The Owner reserves the right to deduct from the Contractor's payments which shall be retained by the Owner, an amount sufficient to cover the excess cost of wages, overhead and fees paid by the Owner to any inspector or inspectors necessarily employed on the work outside the above-mentioned times, such amount to be determined on the basis of actual cost of wages, overhead and fees.

For purposes of this clause, the term "excess cost" refers to overtime premia, etc., caused by the non-regular work days and hours.

### 2.12 DIFFERING SITE CONDITIONS.

If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area. Upon receipt of a differing site conditions notice, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present. If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

If the contracting unit's investigation and directions increase the contractor's costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date, in accordance with Article 2.13 of the General Conditions. If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance in accordance with Article 2.13 of the General Conditions. If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed. As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

## GENERAL CONDITIONS OF THE CONTRACT

The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

### 2.13 CHANGES IN THE WORK

The Owner may order extra work or make changes by altering, adding or deducting from the work without invalidating the Contract. All such work shall be authorized by change order executed in strict compliance with the requirements of N.J.A.C. 5:30-11. The Owner reserves the right to increase or decrease any item listed in the proposal to any amount. Any such change in quantity shall not be regarded as sufficient grounds to renegotiate the unit price bid for that item unless such item is considered a major item and the quantity is increased or reduced by more than twenty five percent (25%). All change orders, except minor field modifications authorized pursuant to N.J.A.C. 5:30-11.4, shall be authorized in advance by resolution of the Township Council. No work shall be performed on the involved phase of the contract until the resolution is passed.

In giving instructions, no extra work or change shall be made unless said order is written, except in an emergency endangering life and property. (See 2.10, Protection of Work and Property.) Prior to the execution of any written change order the value of such extra work shall be determined in writing in one of the following ways:

## GENERAL CONDITIONS OF THE CONTRACT

- a. By unit prices named in the Proposal and the Contract
- b. By force account method as outlined in the Standard Specifications

Under method b above, the Contractor shall be required to submit an estimate of the labor, material and equipment and applicable profit and overhead percentages anticipated to perform the work. The estimate shall include specific documentation of the equipment rate established in the Rental Rate Blue Book, published by Equipment Watch. At the completion of the work, a copy of all paid receipts associated with the extra work shall be submitted.

It is understood that the Owner reserves the right to have any extra work done by any person, persons, or corporation other than the Contractor if an agreement upon the prices to be paid for such extra work cannot be promptly reached between the Owner and the Contractor. The Contractor agrees to make no claim for damages or for any privileges or rights other than that provided in the Contract by reason of such work by others. Any extra work done by the Contractor shall be included in the monthly estimates.

### 2.14 TIME OF COMPLETION

Contract Time shall start from the date of the "Notice to Proceed." The Notice to Proceed will be given by the Engineer following the pre-construction meeting, which will be scheduled within ten (10) calendar days after the execution of the Contract. The start date established in the Notice to Proceed and will be no later than twenty (20) calendar days from the date of the preconstruction meeting unless both parties to the Contract agree to a date to be established. The Contractor shall commence the work not later than 10 calendar days after the Notice to Proceed Date has been given to the Contractor in writing by the Engineer.

Substantial Completion of the Work shall be accomplished within ninety (90) consecutive calendar days, plus any authorized extensions of time as approved by written agreement. The Substantial Completion date shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this Contract and all else necessary and incidental in connection with the performance of this Contract.

If the Contractor fails to complete the work within the specified time plus extensions, the Contractor shall be responsible to the Owner as liquidated damages for the sum of seven hundred and fifty (\$750) dollars per calendar day for every day thereafter until the completion and acceptance of the work. Such liquidated damages shall not be considered as a penalty. The Owner shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

### 2.15 MEASUREMENT AND PAYMENT.

The Engineer will use the United States customary units to measure work completed under the contract. The Engineer will determine quantities of Work performed under the Contract using measurement methods and computations conforming to good engineering practice. For measured quantities, the Engineer will measure to the significant figure as follows:

<b>Item Unit Price</b>	<b>Significant Figure</b>
< \$50.00	1

## GENERAL CONDITIONS OF THE CONTRACT

\$50.00 to	0.1
\$500.00	
> \$500.00	.01

For measured quantities that are measured by area, and where areas contain fixtures that are not part of the Item, the Engineer will only deduct the areas of individual fixtures having an area of greater than nine square feet. For measured quantities that are measured by volume, the Engineer will calculate volumes using the end area method. For measured quantities that are measured by weight, the Engineer will calculate weight using the net certified weight tickets corrected for any loss or waste.

There shall be no additional or separate payment for any work, or portion of work, unless specifically provided for in the "Measurement and Payment" subsections of the various items. Any work or portion of work indicated or required to be done in accordance with the plans for which there is not a specific line item shall be considered included in the unit prices bid for the various items in the proposal, unless provided for by change order.

The Contractor agrees to accept the payment provided for in the Contract as full payment for furnishing labor, materials, tools, equipment, and other resources necessary to complete the Work, and for performing the Work contemplated and embraced under the Contract in a complete and acceptable manner. Except where specified elsewhere in the Contract, payment will include full compensation for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, or for the action of the elements that the Contractor may encounter during the prosecution of the Work.

### 2.16 MONTHLY ESTIMATES

The Engineer shall prepare a monthly estimate for partial payment to the Contractor not later than the first (1st) day of each month. No later than the last day of the month, the Owner will attempt to make partial payment to the Contractor on the basis of the Engineer's estimate utilizing the Owner's existing voucher procedures. All such payments shall be considered tentative only, subject to correction in any subsequent estimate, and need not be based on accurate measurement. These payments are to be made purely to allow the Contractor to meet his current bills and for no other purpose. The Owner will retain ten percent (10%) of the amount of each partial payment for Contracts up to \$100,000.00 and two percent (2%) for Contracts in excess of \$100,000.00, until the final payment

In the preparation of the monthly estimates, no allowance will be made for materials until said materials have been incorporated in the work.

### 2.17 WITHHOLDING OF PAYMENT

The Owner shall have the right to withhold payment for the following:

- a. Defective work not corrected
- b. Claims filed or responsible evidence indicating probability of filing claims.
- c. Failure of the Contractor to make proper payments to subcontractor or for material or labor.
- d. Unpaid damages by the Contractor to subcontractors, the Owner or any other agency or person.

## GENERAL CONDITIONS OF THE CONTRACT

### 2.18 FINAL ESTIMATE AND FINAL PAYMENT

Upon completion of all work, except maintenance, the Engineer shall file with the Owner a final estimate stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor. Final payment will not be released until the maintenance bond is submitted and approved by the Owner and the Contractor agrees to the final estimate and affixes his signature thereto. The Owner reserves the right to disregard claims for compensation submitted by the Contractor after the date of the final estimate. The date of final acceptance of the work shall be the date when the final payment is ordered paid by the Owner.

The acceptance of the final payment by the Contractor shall be and operate as a release for all things done or furnished in connection with this work and for every act of the Owner. This payment shall not operate to release the Contractor or his Sureties from any obligation under this Contract.

### 2.19 MAINTENANCE

Before final payment is made, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to ten percent (10%) of the final estimate and such Bond shall remain in full force and effect for a period of two years from the date of acceptance of the work. The Bond shall provide that the Contractor guarantees to replace, during the two-year period, any defective material or damage of the work to the satisfaction of the Engineer without cost to the Owner.

The Owner reserves the right to withhold five percent (5%) of the final estimate in lieu of the Maintenance Bond.

If during the two-year period, any installation work shall be found to be defective, the Owner shall order, in writing, the repair of such work. The repairs shall be undertaken within twenty-four hours of the written notice and work shall be continuous, during regular working hours, until the replacement or repair is completed. If the Contractor fails to perform or fails to continue to perform the necessary repairs the Owner may cause such work to be corrected and the cost thereof shall be paid by the Contractor or his Surety before the Bond will be released.

The Contractor is not obligated to repair any work that he may prove, to the satisfaction of the Engineer, has resulted from abuse of the work by parties other than the Contractor.

If the Owner puts to use any portion of the work prior to the final payment, the maintenance period for such portion of the work shall still be considered from the date of acceptance.

### 2.20 DEFECTIVE WORK

The Contractor without compensation shall promptly remove from the site, all materials condemned by the Engineer, and shall promptly replace and re-execute any work found to be defective by the Engineer prior to the final payment. The Contractor shall not be relieved of his obligation to remove unsuitable materials or correct defective work even though such work and materials may have been previously inspected or estimated for monthly payment.

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within ten (10) working days after written notice, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided,

## GENERAL CONDITIONS OF THE CONTRACT

and the expense thereof shall be deducted from the amount to be paid to the Contractor. An itemized list of expenses incurred by the Owner shall be submitted to the Contractor with the next monthly payment.

The Contractor is responsible to correct all defective work regardless of whether payment has been made and/or accepted by the Engineer.

### 2.21 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions, be they drawings or otherwise, involve extra cost under this Contract, he shall give written notification to the Engineer within forty-eight (48) hours after the receipt of such instructions with copies sent to the Owner. In any event, before proceeding to execute the work, the Contractor shall meet with the Engineer to afford the opportunity to modify the design or construction procedure, to establish the validity and the value of the claim as provided in 2.12, Changes in the Work.

If the Contractor claims compensation for any alleged damages sustained by reason of acts of the Owner, or its agents, the Contractor shall immediately notify the Engineer so that a proper appraisal can be made. Within five (5) days thereafter, the Contractor shall submit to the Engineer a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be valid or entitled to payment unless as herein before specified. Work under the Contract shall not be terminated or delayed during any discussions or negotiations related to claims for extra cost.

### 2.22 LINE AND GRADE

The Contractor is responsible to stake out all such lines and grades as he may deem necessary in order to accurately construct the project.

The Contractor shall furnish grade sheets to the Engineer for review at least (3) days before beginning construction. The Contractor shall make no claims for any delays resulting from improper notice.

No separate payment will be made for surveying and stakeout work. All costs shall be considered included in the various bid items in the proposal.

### 2.23 PUBLIC UTILITIES

The following is a list of corporations, companies, agencies, or municipalities owning or controlling the utilities in the vicinity of the project site, and the name, address and telephone number of their local representatives:

Jersey Central Power & Light  
300 Madison Avenue  
P.O. Box 1911  
Morristown, NJ 07962-1911  
Attn: Robin Alston-Santiago  
Tel: (973) 401-8143  
Cell: (732) 608-4445

## GENERAL CONDITIONS OF THE CONTRACT

Verizon  
Attn: Sandra Rowe  
Engineering Department  
114 Paterson Street  
Paterson, NJ 07501  
Tel: (973) 925-1480

Public Service Electric & Gas  
Summit Gas Shop  
48 Middle Avenue  
Summit, New Jersey 07901  
Attn: Keith Wilson  
Tel: (201) 420-3950

NJ American Water Co. (Sanitary Sewer and Water)  
167 JFK Parkway  
Short Hills, NJ 07078  
Attn: John Polakowski  
Tel: (973) 564-5732  
Cell : (973) 459-1157

Township of Long Hill  
Department of Public Works  
Attn: Al Gallo  
Tel: (908) 647-0070

Cell: (908) 413-6730 Notification of major utilities for markout shall be made by the Contractor by calling Garden State Underground Location Service at 1-800-272-1000.

The Contractor shall contact in writing, all agencies which may have utilities located in the area of work prior to commencement of construction and a copy of such notification shall be forwarded to the Engineer. A meeting of all utility company officials with the Contractor and Engineer shall be arranged by the Engineer to eliminate any possible misunderstandings or confusion during construction.

Upon completion of the work, the Contractor shall obtain a written statement from the various utility companies stating that all manholes or valve boxes within any paved or easement area under this Contract are free of any foreign matter and can be readily opened.

### 2.24 CHATTEL MORTGAGES

No materials, equipment, or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies used by him in the work.



## GENERAL CONDITIONS OF THE CONTRACT

### 2.25 INSURANCES

Contractor shall procure and maintain at Contractor's expense, insurance of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the Work, Contractor shall furnish to the Township a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the Township showing that Contractor has complied with this subsection. The Contractor shall not let any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be terminated, changed, non-renewed or canceled until thirty (30) days prior written notice has been given the Township. Upon request, the Contractor shall furnish the Township with a certified copy of each policy itself, including the provisions establishing premiums. Insurance policies shall provide for reinstatement of full coverage after payment of any claim. All policies to be provided by the Contractor to the Township shall contain no exclusions for the work about to be performed. The types and minimum limits of insurance are as follows.

The Contractor shall take out and maintain during the life of the Contract, the following types of insurance:

1. Worker's Compensation & Employee Liability Insurance – The policy shall cover all of Contractor's employees employed at the work site and, in case any work is sublet, Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all his employees unless such employees are covered by Contractor. All such insurance shall be in amounts as are required by law.
  - a. \$1,000,000.00 per accident
  - b. \$1,000,000.00 per employee (disease)
2. General Liability
  - a. Bodily Injury -----\$1,000,000.00 per occurrence
  - b. Property Damage -----\$1,000,000.00 per occurrence
  - c. Bodily Injury and -----\$1,000,000.00 aggregate  
Property damage combined
3. Automobile Liability \$1,000,000.00 per occurrence  
Bodily Injury and Property \$1,000,000.00 aggregate  
Damage combined
4. Excess Umbrella Liability-----\$3,000,000.00

The insurance policy shall be endorsed to include broad form general liability, public liability, contractual liability and completed operations coverage. The Township shall be named as an additional insured on all of the aforementioned policies, except worker's compensation, and such policies shall include an endorsement to that effect.

The existence or approval of any insurance policies hereunder is not intended to and shall not be construed as a limitation of any liability assumed by or imposed upon Contractor as a result of this Contract and/or as a limitation on the extent of Contractor's responsibility for payment of damages

## GENERAL CONDITIONS OF THE CONTRACT

resulting from his Work under this Contract. Insurance may only be provided from companies that are licensed to provide insurance in the state of New Jersey. Policies shall be underwritten by companies with a current A.M. Best rating of A-, with a Financial Size Category of VII or better.

Insurance policies shall be endorsed to provide written notice by certified mail to the Owner 30 days before changes to and cancellation of the policy.

Documentation identifying all exclusions and deductible clauses shall be submitted. The limits of liability noted herein do not relieve the Contractor from liability in excess of the stated coverage. Deductibles for each policy are limited to \$250,000 per occurrence. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this contract and as imposed by law.

Work within County Right-of -Ways: Contractor shall procure and maintain insurance in accordance with Morris County requirements. No separate payment will be made. Cost of the required insurance will be borne by the Contractor

### 2.26 WORK BY OTHERS

The Owner reserves the right to do any work which may connect with, become part of or be adjacent to the work embraced in this Contract, at any time, by Contract or otherwise.

The Contractor shall not interfere in any way with such other Contractor or person or persons which the Owner may employ and shall suspend such part, or all of his work, or shall prosecute the same in a manner, as may be ordered, to afford all reasonable facilities for doing such other work. Where the Contractor cannot agree as to who has precedence in any location, the decision shall rest with the Engineer, whose determination shall be final and conclusive. Any time lost, due to the work by others, shall not be just cause for additional compensation by the Contractor

In the event any damage or claims of damage arise due to the work by additional Contractors, the Contractor shall indemnify and hold the Owner harmless from all such claims

### 2.27 RIGHT OF OWNER TO DECLARE CONTRACTOR IN DEFAULT

The Owner has the right to declare the Contractor in default under the following circumstances:

1. The Contractor becomes insolvent;
2. The Contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
4. The Contractor fails to commence work when notified to do so by the Owner;
5. The Contractor shall abandon the work;
6. If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the Owner or Engineer with respect to the work.
7. The Contractor shall, without just cause, reduce his working force to a number which, if maintained, would be insufficient in the opinion of the Owner, to complete

## GENERAL CONDITIONS OF THE CONTRACT

the work in accordance with the progress schedule and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Owner;

8. The Owner shall be of the opinion that the Contractor is not or has not been executing the contract in good faith and in accordance with its terms;
9. If the Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work within the prescribed period.
10. If the Contractor fails to make prompt payment to persons supplying labor or materials for the work
11. The Owner shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of the Contract.
12. A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
13. The Contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;
14. The Owner shall be of the opinion that the work cannot be completed within the time herein specified or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the Contractor's control; and
15. The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.
16. The Owner shall be of the opinion that performance of the Contract by the Contractor is unsatisfactory.
17. If the Engineer is of the opinion, and certifies in writing, that the work or any part thereof is unnecessarily or unreasonable delayed, or that the Contractor is not complying with the orders of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

Before the Owner shall exercise its right to declare the Contractor in default, the Contractor shall be given an opportunity to be heard on two (2) days' notice.

The right to declare the Contractor in default for any of the grounds specified or referred to herein shall be exercised by sending the Contractor a notice, signed by the Owner, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract.

The Owner shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.

The Owner may then enter upon and take possession of the work, or any part thereof, and by purchase of necessary materials and equipment, by and/or direct employment of labor complete the work; or the Owner may cause the work to be completed by other persons by Contract without

## GENERAL CONDITIONS OF THE CONTRACT

advertising; or the Owner may re-advertise and re-let the uncompleted portions of the work and all expenses or financial loss to the Owner by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due the Contractor under this Contract.

In case such expense shall exceed the amount which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the Owner.

Should such expense be less than the amount payable under the Contract, had the same been completed by the Contractor, he shall receive the difference after deducting the amount retained as herein before or hereinafter specified.

All the work undertaken by the Owner, by Contract or otherwise, shall be certified by the Engineer as to the amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his sureties, successors, assigns or lienors.

In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Owner shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the work.

### 2.28 REMOVAL OF EQUIPMENT

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies from the work. If such removal is not completed within five (5) business days after written notification by the Owner, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

### 2.29 CONTRACTOR'S RIGHT TO TERMINATE WORK

If the work shall be stopped by order of the court or any other public authority for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or subcontractors, the Contractor may, upon ten (10) days' notice to the Owner, discontinue performance of the work and/or terminate the Contract, in which event the liability of the Owner to the Contractor shall be determined as provided herein before except that the Contractor shall not be obliged to pay to the Owner an excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor.

### 2.30 SUSPENSION OF WORK

The Owner, on account of public necessity, adverse weather conditions, or other reasons, may order all or any part of the work suspended, and thereupon, the Contractor shall neatly pile up all materials, provide and maintain walks, crossings and other areas of public access, and take other means to properly protect the work. In case of stoppage of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor in such manner, but the Contractor shall be entitled to no claims for damages. Under no circumstances shall the materials be used which have been affected by the weather. The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

## GENERAL CONDITIONS OF THE CONTRACT

If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, the contractor shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing. If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

### 2.31 POWERS OF THE ENGINEER

The Engineer shall have unrestricted access to all parts of the work. The Engineer shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work the Engineer shall determine the adequacy of the Contractor's methods, plant, and appurtenances. The Engineer shall determine in all cases the quantity, quality, and acceptability of the several kinds of work and materials and shall determine all questions in relation to the work and the construction thereof.

In case there is any inconsistency or ambiguity in the Contract Documents brought to his attention by the Contractor, the Engineer shall base his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid. The Engineer shall decide any difference or conflicts which may arise between the Contractor and other Contractors of the Owner in regard to their work.

### 2.32 APPEAL BY THE CONTRACTOR

Should the Contractor take exception to any determination made by the Engineer relating to this Contract, the Contractor shall within ten (10) calendar days after receiving notification of such decision, file with the Owner a written notice appeal, together with a full statement of facts as he

## GENERAL CONDITIONS OF THE CONTRACT

believes them to be true. A copy of said notice and statement of fact shall be furnished to the Engineer.

Upon completion of the work, all matters of appeal shall be submitted to a Board of Arbitrators, composed of three members, one of whom shall be appointed by the Owner, one by the Contractor and the third member shall be chosen by the first two. The cost of appeal shall be borne by the Contractor in matters wherein the decisions of the Engineer are affirmed, and in other matters the costs shall be borne jointly by the Contractor and the Owner in such proportion as the Board of Arbitrators shall determine.

The decision of the Board of Arbitrators shall be conclusive and binding upon both the Owner and the Contractor.

### 2.33 UNAUTHORIZED WORK

Work done without lines and grade being given, work done beyond the lines and grades shown on the drawings or as given, or any extra work done without written authorization will be considered unauthorized. Such work will be at the expense of the Contractor and will not be paid for by the Owner. Work so done, may be ordered removed and/or replaced by the Engineer at the Contractor's expense.

### 2.34 MAINTENANCE OF TRAFFIC

The Contractor shall provide for and maintain local vehicular traffic during construction operations wherever feasible. At no time shall he close off any street by barricading or other methods without the prior consent of the Owner, County and/or State. If and when it becomes necessary to close the street to the normal flow of traffic the "closure" will be in accordance with the guidelines set forth in the specifications. The Contractor shall notify the Police Department, Fire Department and the Engineer, and shall at all times provide ingress and egress for emergency services as provided by the aforesaid departments. Detour routes, if approved by the Engineer, County and/or State, must be adequately and fully marked by the Contractor for the entire length of the detour.

### 2.35 EROSION AND SEDIMENTATION CONTROL

The Contractor shall schedule and conduct the work exercising such precautions as necessary to prevent and/or reasonably minimize the pollution or contamination of stream and other waters with sediment or other harmful materials. Wherever construction exposes work which is subject to erosion, the extent of such exposures in advance of subsequent construction shall be subject to the approval of the Engineer. Erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable.

During construction, the Contractor shall shape the top of earthwork so as to affect the drainage of rainwater and to prevent the flow of runoff over the slopes except at locations selected or approved by the Engineer. If and where the Engineer so directs, temporary slope drains shall be constructed to carry the runoff. The erosion control measures described herein shall be continued until the grass on seeded slopes is sufficiently established to be an effective erosion deterrent.

Unless otherwise approved in writing by the Engineer, construction operations in rivers, streams and impoundments should be restricted to those areas where channel changes are shown on the

## GENERAL CONDITIONS OF THE CONTRACT

plans and to those areas which must be entered for the construction of temporary or permanent structures, rivers, streams and impoundment's shall be promptly cleared of all falsework, piling, debris, or other obstructions placed therein or caused by the construction operations.

Excavation from the roadway, channel changes, cofferdams, etc., shall not be deposited in or so near to rivers, streams, or impoundments so that it will not be washed away by high water or runoff.

Each 5,000 square feet of cut face of earth excavation and/or fill for roadway slopes will be treated to establish a temporary vegetative cover as described in the "Standards for Soil Erosion and Sedimentation Control in New Jersey" immediately after the completion of excavation and/or embankment operations in the same area. All work must also be in accordance with the local Soil Conservation District and maintained throughout the duration of the project including during the contract cessation period.

Unless specific bid items are provided in the Bid Proposal Forms included within the bid documents for specific Soil Erosion and Sediment Control Items, no separate payment will be made to the Contractor for providing soil erosion and sedimentation control measures, the cost of which shall be considered included in the unit bid price of the various items of work.

### 2.36 DEWATERING FACILITIES

The Contractor shall provide suitable and adequate dewatering equipment to ensure satisfactory construction and maximum progress.

### 2.37 SOLID WASTE DISPOSAL

The Contractor is directed to N.J.A.C. 7:26-1, et, seq., Rules of the Department of Environmental Protection, Division of Waste Management. The Contractor shall be required to follow the applicable rules and regulations. In general, these regulations require that all solid wastes (including, without limitation, concrete, black top, demolition or construction debris, unacceptable fill, etc.) must be disposed in an approved, licensed disposal facility. Also, any truck hauling this type of material to a landfill must have a permit issued by the Bureau of Registration and Permit Administration, NJ Department of Environmental Protection, 840 Bear Tavern Road, Trenton, NJ 08625.

Prior to the removal of any solid waste material from the site, the Contractor shall submit a written statement from a licensed solid waste disposal facility operator which grants the Contractor permission to use the facility for the disposal of materials originating at the Owner's project site.

The cost of all permit and disposal fees and hauling costs which may be necessary for compliance with all applicable laws and regulations shall be included in the various prices bid in the proposal.

### 2.38 FINAL CLEAN UP

Before final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish; shall leave the ground and adjacent property in a neat and satisfactory condition; shall remove all obstructions from waterways caused by his operations; and shall clean all new and existing storm water drains within and adjacent to the work which have been obstructed by the Contractor.

## GENERAL CONDITIONS OF THE CONTRACT

### 2.39 LIENS

The Contractor agrees that he will furnish the Owner with satisfactory evidence that all persons who have done work or furnished materials under this agreement and are entitled to a lien, therefore, have been fully paid off and are no longer entitled to such lien. The Owner may withhold payment in the event claims are filed or it has reasonable evidence indicating the probability of claims being filed or it has reasonable evidence indicating the probability of claims being filed. The form of the certificate is found in Appendix A. The certificate must be completed and submitted with all partial and final payment requests.

### 2.40 COMPLIANCE WITH LABOR STATUTES AND RULES

The Contractor agrees to comply with all the laws of the State of New Jersey regarding labor and compensation with all labor statutes, rules, regulations, and ordinances applicable and having the force of the law. The Contractor in matters of non-discrimination agrees that:

- a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason or race, creed, color, national origin, or ancestry, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employees engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such Contract on account of race, creed, color, national origin, or ancestry.
- c. There may be deducted from the amount payable to the Contractor by the Contracting public agency, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract.
- d. This Contract may be canceled or terminated by the Contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice of the Contractor from the Contracting public agency of any prior violation of the section of the Contract.
- e. The Contractor agrees to comply with all State statutes, rules and regulations dealing with minimum wage rates and failure to do so shall subject the Contractor to forfeiture of the Contract or other penalties imposed by law.
- f. Contractors are responsible for subcontractor compliance.
- g. The Contractor shall instruct his personnel to follow all safety regulations of the Occupational Safety and Health Administration (OSHA) and officials of the State of New Jersey Department of Labor and Industry. The Contractor is forewarned that the regulatory agencies could impose a work stoppage if their representatives inspect the Contract work and discover that safety precautions mandated by the agencies have been violated.



## GENERAL CONDITIONS OF THE CONTRACT

- h. In the case of projects with Contracts exceeding \$50,000.00 that are part of the project, the Contractor shall have an Affirmative Action Plan. The form AA-201B and/or others as it may be requested by the Affirmative Action Office shall be completed by the Contractor and furnished to the Governing Body and the Affirmative Action Office no later than three (3) days after the Contractor signs the Contract.

### 2.41 AMERICAN GOODS AND PRODUCTS

Only manufactured products of the United States, wherever available, shall be used for this project.

### 2.42 SUBMITTALS

The Contractor shall submit for review by the Engineer shop drawings for all fabricated work and for all manufactured items required to be furnished in the Contract and as required by the specifications. All drawings submitted to the Engineer shall be reviewed and stamped "reviewed" for conformance to the plans and specifications as regards to measurements, size, materials, and details by the Contractors, including all drawings submitted to him by his subcontractors and suppliers of equipment included in his Contract.

Engineer's review of the Contractor's shop drawings shall in no way relieve the Contractor of any of his responsibilities under the Contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Engineer and noted as "reviewed" or "reviewed as noted", shall be entirely at the Contractor's risk. The Engineer's review will be confined to general arrangement and compliance with the Contract drawings and specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

The review of shop drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any structure, equipment, or apparatus unless it passes all the tests and requirements of these specifications.

Equipment manufacturers supplying equipment for the project shall examine the plans and specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected. Equipment to be furnished shall carry a guarantee of satisfactory operation under the operating conditions shown on the drawings.

The procedure in the review of drawings being submitted by the Contractor shall be as follows:

1. The Contractor shall submit six (6) prints of the drawings to the Engineer for his review. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles and other requirements. Unless otherwise specified, such drawings shall be submitted at least fourteen (14) calendar days before they are required for fabrication of the materials by the Contractor or supplier.
2. When a drawing is satisfactory to the Engineer, it will be stamped "Reviewed", be dated and two (2) copies thereof will be returned to the Contractor by letter with a request to submit three (3) additional copies of each drawing and one copy of each drawing in reproducible form (brown line) for purposes of recording.

## GENERAL CONDITIONS OF THE CONTRACT

3. When a drawing requires minor corrections by the Engineer, he will stamp thereon "Reviewed as Noted" and will return two (2) copies thereof, to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit three (3) prints of the corrected drawings for review. The Contractor shall revise and resubmit the drawings as required by the Engineer. The procedure as outlined in No. 2 above will then be followed.
4. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit" and will return two (2) copies thereof to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit three (3) prints of the corrected drawings for review. The Contractor shall revise and resubmit the drawings as required by the Engineer, until review thereof is obtained. The procedure as outlined in No. 2 above will then be followed.
5. Should a drawing be unacceptable to the Engineer, he will stamp thereon "Not Accepted". It will be the Contractor's responsibility to resubmit a drawing that will be acceptable.
6. Shop drawings, showing the layout of equipment, piping, fixtures, conduit runs, electrical gear, ducting and all fabricated and manufactured items for inclusion into the project, shall be drawn and submitted at the scale used on the Contract drawings for the plan, sectional plans, sections and details for that particular building or installation.
7. Contract drawings shall not be reproduced by mechanical, chemical or photographic methods and resubmitted as "shop drawings".

Shop drawings submitted by subcontractors shall be sent directly to the Contractor who shall thoroughly check all subcontractor's shop drawings as regards measurements, sizes of members, materials, and details to satisfy himself that they conform to the intent of the Contract drawings and specification. All subcontractor submittals must bear the stamp of approval of the Contractor, as evidence that such submittals have been checked by the Contractor. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the Contractor for correction before submitting them to the Engineer.

All details on shop drawings submitted for review shall clearly show the relation of the various parts, and where the work depends upon field measurements such measurements shall be obtained by the Contractor and noted on the shop drawings before being submitted for review.

All submissions shall be properly referenced to indicate clearly the specifications section, location, service, and function of each particular item. Identification of items shall be made in ink and submissions showing only general information are not acceptable.

All submissions shall be properly bound, labeled to indicate Contract number, and shall include certification of the origin (Buy American) of materials and equipment. Each element of the submission shall be marked and tabulated.

If the shop drawings contain any departures from the Contract requirements, request for review thereof shall be made in the Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall, at his own

## GENERAL CONDITIONS OF THE CONTRACT

expense, prepare and submit revised layout and structural drawings for review. Such drawings shall be the same size as the Contract drawings unless otherwise approved.

Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where electrical control equipment having internal wiring is required, the detail shop wiring diagrams for such equipment will be required and will, in general, not be reviewed. The submittal for each item of equipment shall include an elementary diagram of the input and output elements which require connections to external equipment and a complete step by step description of the control action of the equipment being submitted.

One complete submittal of shop drawings shall be made at the same time for any one phase of a project such as structural, piping, reinforcing, etc. Shop drawings shall not be submitted piecemeal for said phases.

### 2.43 CONTROL OF MATERIALS

The materials used in the work shall conform to the requirements of the Contract Documents. All materials furnished for the project shall be new, unless otherwise specified in the Contract. The source, brand, or type of material from that which has been approved for use shall not be changed without the written consent of the Owner or its agents.

All materials are subject to inspection and testing at any time before acceptance. The Owner's test results are the official test results for the acceptance or rejection of materials. The Owner will base acceptance or rejection on acceptance testing results, or Certifications of Compliance for the various materials as specified in the respective methods of testing or in the applicable subsections applicable to that particular material or work.

The Owner will not pay for unapproved materials, and the Contractor shall remove and replace unapproved materials at no cost to the Owner. When the Owner performs testing on materials, the Owner will bear the expense of the testing except as otherwise specified. For aggregates that do not meet the requirements of the Contract for gradation or density or are not used in the Work after being tested, the Owner has the right to charge the Contractor for the cost of sampling and testing

### 2.44 CERTIFICATE OF COMPLIANCE

The Contractor shall submit a Certification of Compliance from the manufacturer stating that the materials and assemblies fully comply with the requirements of the Contract Documents when required by the Contract or requested by the Owner. The Certification of Compliance from the manufacturer shall contain the following information:

1. Project Name.
2. Name of the Contractor.
3. Material description.
4. Quantity of material represented by the certification.

## GENERAL CONDITIONS OF THE CONTRACT

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

Before incorporating the materials into the Project, the Contractor shall obtain three (3) copies of the manufacturer's Certifications of Compliance for materials, components, and manufactured items that are accepted by certification. The Contractor shall retain 1 copy of the Certificate of Compliance and submit 2 copies to the Engineer. A transmittal letter shall accompany the Certification of Compliance and shall identify the Item for which it is submitted. The Contractor may submit the Certifications of Compliance electronically to the Engineer in a scanned document. The scanned document shall include the transmittal and all backup documentation.

### 2.45 DISPUTES

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration, as required by P.L. 1997, c. 371, pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Township and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Township and Contractor. Nothing herein shall prevent the Township from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this Section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (N.J.S.A. 40A:11-1, et. seq.). The joinder of parties to any dispute hereunder shall be governed by the provisions of P.L. 1997, c. 371.

# **PROPOSAL**

# PROPOSAL

To: Township of Long Hill

For: Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue,  
NJDOT Municipal Aid (MA-22) Project, Township of Long Hill, Morris County, NJ

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Municipality is, shall be, or will become directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work, or business to which it relates.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendence, Labor, Material, Tools and Equipment, and all else necessary therefore, and incidental thereto for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and the Municipality reserves the right to increase or decrease the items specified in the Contract Documents. It is further understood that the total price stated by the undersigned in the Schedule of Prices is based on the estimated quantities and it will control in the awarding of the Contract, and that payments will be made for the actual measurements of the authorized work as constructed in accordance with the unit prices stated hereafter in the Schedule of Prices.

Accompanying this Proposal is a Consent of Surety and a certified check, cashier's check, or bid bond for a minimum of ten (10%) percent of the amount bid but not more than \$20,000.00, payable to the Municipality, which is agreed by the undersigned to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the work within the stipulated time, otherwise, the bid security shall be returned to the undersigned as specified in the Contract Documents.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Firm's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

## SCHEDULE OF PRICES

**Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT  
Municipal Aid (MA-22) Project  
Township of Long Hill, Morris County, New Jersey**

Item No.	Estimated Quantity	Unit	Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Totals (In Figures)
1	5	Unit	Breakaway Barricade _____ Dollars _____ Cents	\$ _____	\$ _____
2	10	Unit	Drum _____ Dollars _____ Cents	\$ _____	\$ _____
3	20	Unit	Traffic Cone _____ Dollars _____ Cents	\$ _____	\$ _____
4	220	SF	Construction Signs _____ Dollars _____ Cents	\$ _____	\$ _____
5	80	Hours	Traffic Director, Flagger _____ Dollars _____ Cents	\$ _____	\$ _____
6	Allow	Dollars	Fuel Price Adjustment One Thousand _____ Dollars Zero _____ Cents	\$1,000.00	\$1,000.00
7	Allow	Dollars	Asphalt Price Adjustment One Thousand Five Hundred _____ Dollars Zero _____ Cents	\$1,500.00	\$1,500.00
8	1	LS	Final Cleanup _____ Dollars _____ Cents	\$ _____	\$ _____
9	1	LS	Clearing Site _____ Dollars _____ Cents	\$ _____	\$ _____
10	5	CY	Excavation, Test Pit _____ Dollars _____ Cents	\$ _____	\$ _____
11	20	CY	Excavation, Unclassified _____ Dollars _____ Cents	\$ _____	\$ _____
12	50	CY	Dense Graded Aggregate Base Course, Variable Thickness _____ Dollars _____ Cents	\$ _____	\$ _____
13	4,445	SY	HMA Milling, 3" or Less _____ Dollars _____ Cents	\$ _____	\$ _____
14	36	SY	Hot Mix Asphalt Pavement Repair _____ Dollars _____ Cents	\$ _____	\$ _____

Item No.	Estimated Quantity		Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Totals (In Figures)
15	350	LF	Polymerized Joint Adhesive _____ Dollars _____ Cents	\$ _____	\$ _____
16	450	Gal	Tack Coat _____ Dollars _____ Cents	\$ _____	\$ _____
17	595	Ton	Hot Mix Asphalt 9.5 M 64 Surface Course _____ Dollars _____ Cents	\$ _____	\$ _____
18	30	Ton	Hot Mix Asphalt 9.5 M 64 Intermediate Course, _____ Dollars _____ Cents	\$ _____	\$ _____
19	4	Unit	Reset Existing Casting _____ Dollars _____ Cents	\$ _____	\$ _____
20	1	Unit	Reconstructed Inlet, Type B, Using Existing Casting _____ Dollars _____ Cents	\$ _____	\$ _____
21	2	Unit	Reconstructed Inlet, Type A, (Oversized) Using Existing Casting _____ Dollars _____ Cents	\$ _____	\$ _____
22	2	Unit	Bicycle Safe Grate _____ Dollars _____ Cents	\$ _____	\$ _____
23	49	SY	Concrete Sidewalk, 4" Thick _____ Dollars _____ Cents	\$ _____	\$ _____
24	15	SY	Concrete Sidewalk, Reinforced, 6" Thick _____ Dollars _____ Cents	\$ _____	\$ _____
25	15	SY	Hot Mix Asphalt Driveway, 4" Thick _____ Dollars _____ Cents	\$ _____	\$ _____
26	6	SY	Detectable Warning Surface _____ Dollars _____ Cents	\$ _____	\$ _____
27	50	LF	9" x 18" Concrete Vertical Curb _____ Dollars _____ Cents	\$ _____	\$ _____
28	55	LF	Belgian Block Curb _____ Dollars _____ Cents	\$ _____	\$ _____



Item No.	Estimated Quantity		Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Totals (In Figures)
29	100	LF	Traffic Marking Lines, 4" _____ Dollars _____ Cents	\$ _____	\$ _____
30	154	LF	Traffic Markings Lines, 8" _____ Dollars _____ Cents	\$ _____	\$ _____
31	25	LF	Traffic Markings Lines, 12" _____ Dollars _____ Cents	\$ _____	\$ _____
32	88	SF	Traffic Markings Symbols _____ Dollars _____ Cents	\$ _____	\$ _____
33	8	SF	Regulatory and Warning Sign _____ Dollars _____ Cents	\$ _____	\$ _____
34	2	Unit	Reset Water Valve Box _____ Dollars _____ Cents	\$ _____	\$ _____
35	4	Unit	Reset Manhole, Sanitary Sewer, Using Existing Casting _____ Dollars _____ Cents	\$ _____	\$ _____
36	24	SY	Topsoil Spreading, 4" Thick _____ Dollars _____ Cents	\$ _____	\$ _____
37	24	SY	Fertilizing and Seeding, Type A-3 _____ Dollars _____ Cents	\$ _____	\$ _____
38	24	SY	Straw Mulch _____ Dollars _____ Cents	\$ _____	\$ _____

**Total –Items (1 through 38):** \$ \_\_\_\_\_

**TOTAL AMOUNT OF BID** in Words and Figures (Items 1 through 38, Inclusive):

\_\_\_\_\_ \$ \_\_\_\_\_  
(In Words) (In Figures)



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ being of full age and being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named project; that I executed the said Proposal with full authority so to do, that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; that all statements contained in said Proposal and in this affidavit are true and correct, and made will full knowledge; that the State of New Jersey and owner relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. (NJSA 52:34-1

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Print Name and Title)

Subscribed and sworn to

before me this     day of             , 20\_\_

\_\_\_\_\_  
Notary Public of

My commission expires             , 20\_\_

**BIDDER'S QUALIFICATION FORM**

(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and Contract amount:

1. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address & Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address & Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address & Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_

4. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address & Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_

5. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_

\_\_\_\_\_  
Engineer Name, Address & Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_

## PLAN AND EQUIPMENT QUESTIONNAIRE

Submitted to \_\_\_\_\_

By \_\_\_\_\_

A Corporation  
A Co-partnership  
An Individual

Principal Office \_\_\_\_\_

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected the proposed work? Explain in detail.

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2. Explain your plan or layout for performing the proposed work.

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3. The work, if awarded to you, will have the personal supervision of whom?

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4. Do you intend to do the proposed work with your own forces? \_\_\_\_\_

5(a). Do you intend to sublet any portions of the work pursuant to section 16 of P.L. 1971, c. 198 (C.40A:11-16), which includes the furnishing of plumbing and gas fittings, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which the subcontractors shall be qualified in accordance with P.L.1971,c.198(C.40A:11-1 et seq.)? \_\_\_\_\_. If so, state the amount of any subcontract(s), and the name and address of the Subcontractor(s).

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5(b). Do you intend to sublet any portions of work not included in 5(a) above? \_\_\_\_\_  
If so, state amount of subcontract(s), the nature of the work to be subcontracted, and the name and address of the subcontractor(s) (Provide additional sheets if necessary).

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**STATUS OF CONTRACTS ON HAND**

6. Give full information about all of your Contracts, whether private or government Contracts, whether prime or sub-Contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of Contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance to be Completed	Estimated Date of Completion
<b>Totals</b>							



9. Have you made Contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

\_\_\_\_\_ YES \_\_\_\_\_ NO

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by \_\_\_\_\_, and are available for and intended to be used on the Project, if \_\_\_\_\_ is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of Contract, as set forth in Article 25 the Governing Body has the right to take over the leased equipment for use in completing the work.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization  
By \_\_\_\_\_

\_\_\_\_\_  
Title or Person Signing

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, Being duly sworn, deposes and says that he/she is \_\_\_\_\_ of the above \_\_\_\_\_  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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



**SITE INSPECTION AFFIDAVIT**

I, \_\_\_\_\_, on behalf of the bidder,  
\_\_\_\_\_, do hereby declare that, I or my

(Name of Bidder)

duly authorized representative, did adequately inspect the scope of work within the limits of Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT Municipal Aid (MA022) Project, Township of Long Hill, Morris County, New Jersey for the purpose of being fully informed as to the location and condition of the project site. I inspected the project site on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and I hereby acknowledge

that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By: \_\_\_\_\_

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

\_\_\_\_\_  
(Bidding Firm)

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_, \_\_\_\_\_.

**CORPORATION OR PARTNERSHIP STATEMENT**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District Contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten (10%) percent of its stock of any class or of all individual partners in the Partnership who own a ten (10%) percent or greater interest therein.

Date: \_\_\_\_\_, 20 \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_  
Incorporated \_\_\_\_\_ Partnership \_\_\_\_\_

Business Address:  
Street \_\_\_\_\_  
City \_\_\_\_\_  
State & Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_

Listed below are the names and addresses of all stockholders in the Corporation or Partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the Partnership who own a ten (10%) percent or greater interest therein.

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

We have no one person who owns ten (10%) percent or more of the Corporation or Partnership.

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

If extra space is required, add sheets as necessary.

NOTE: This Corporation or Partnership statement is made part of this proposal form and shall be completed and returned with your bid.

**FORM OF CONSENT OF SURETY**

TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding Bid is made, be awarded to the person or persons submitting same, it will become bound as surety and guarantor for its faithful performance and labor and material payment in an amount of dollars equal to the sum of \_\_\_\_\_ and will execute a bond as party of the third part thereto when required to do so by the Township of Long Hill.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Surety Company Attorney-in-Fact)

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

Attest:

By: \_\_\_\_\_

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

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

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

**FORM OF BID BOND**

TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
hereinafter called the Principal, as Principal, and the \_\_\_\_\_  
of \_\_\_\_\_,  
a Corporation duly organized under the laws of the state of \_\_\_\_\_,  
hereinafter called the Surety, as Surety, are held and firmly bound unto the Township of  
Long Hill, hereinafter called the Obligee, in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, the  
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for the construction of \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such Bid, and give such Bond as may be specified in the Bidding or Contract Documents  
with good and sufficient Surety for the faithful performance and labor and material  
payment of such Contract, or in the event of the failure of the Principal to enter such  
Contract and give such Bond, if the Principal shall pay to the Obligee the difference, not  
to exceed the penal amount hereof, between the amount specified in said Bid and such  
larger amount for which the Obligee may in good faith Contract with another party to  
perform the work covered by said Bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_ in the  
presence of:

\_\_\_\_\_  
(Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
(Seal)  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

**CONSENT TO INVESTIGATION**

TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY

The Bidder hereby gives its consent to the Township of Long Hill, Morris County, New Jersey, or its authorized representatives to investigate and verify all information contained herein including financial and law enforcement information with respect to the Bidder. The Bidder agrees that all financial institutions, law enforcement agencies and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Bidder. The Bidder further agrees that the Township of Long Hill and/or its authorized representatives are authorized to inspect all premises and relevant records of said business entity in order to verify information contained herein.

The Bidder agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Bidder \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

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

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

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

**AFFIRMATIVE ACTION ACKNOWLEDGMENT**

**TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY**

**Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT  
Municipal Aid (MA-22) Project  
Township of Long Hill, Morris County, New Jersey**

**Contractor acknowledges that his firm is an Affirmative Action Employer and  
certifies compliance with all requirements:**

\_\_\_\_\_  
**(Name of Firm)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Address of Firm)**  
\_\_\_\_\_

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

**AFFIRMATIVE ACTION ACKNOWLEDGMENT**

**TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY**

**Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT  
Municipal Aid (MA-22) Project  
Township of Long Hill, Morris County, New Jersey**

REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS PL. 1975 CHAPTER 127 (N.J.A.C. 17:27)

**If Awarded a contract, the Successful Bidder will be required to comply with the requirements of PL. 1975, Chapter 127 N.J.A.C.17:27. Within three (3) days after receipt of the notification of intent to award the contract, the Successful Bidder shall present one of the following:**

- 1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program;  
or**
- 2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or**
- 3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.**

**The successful Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.**

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF PL. 1975. CHAPTER 127.**

**AFFIRMATIVE ACTION ACKNOWLEDGMENT**

**TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY**

**Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT  
Municipal Aid (MA-22) Project  
Township of Long Hill, Morris County, New Jersey**

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a photostatic copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of PL. 1975, Chapter 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

NOTE: A contractor's Bid must be rejected as non-responsive if a contractor fails to comply with requirements of PL. 1975, C. 127, within the time frame stipulated.



**DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN  
IRAN, RUSSIA, AND BELARUS**

**P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4**

**Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT  
Municipal Aid (MA-22) Project  
Township of Long Hill, Morris County, New Jersey**

Bidder: \_\_\_\_\_

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**PART 1**

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**COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>    [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS / CONTRACT AMENDMENTS AND EXTENSIONS**

**I certify**, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the NJ Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.  
*(Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

**I am unable to certify** as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below.* Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

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**PART 2**

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**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR**

**INVESTMENT ACTIVITIES IN IRAN.** You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, **if needed, on additional sheets provided by you.**

**CERTIFICATION**

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

\_\_\_\_\_  
*Printed Name of Authorized Agent*

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Name / Person / Entity*

**Prevailing Wage Rate  
Acknowledgement**

**TOWNSHIP OF LONG HILL  
MORRIS COUNTY, NEW JERSEY**

**Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT  
Municipal Aid (MA-22) Project  
Township of Long Hill, Morris County, New Jersey**

Public bodies are expected to require proof of registration of all contractors bidding on the project and all subcontractors identified in such bids.

Bidders on the contract shall pay the prevailing wage rates for the locality in which the project is to be performed as determined by the New Jersey Department of Labor Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

The state wage rates in effect at the time of award will be made a part of this contract, pursuant to Chapter 150 Laws of 1983 (N.J.S.A. 34:11-56.25 et. seq.)

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Date

**BID OPENING CHECK LIST  
ITEMS TO BE SUBMITTED BY BIDDER**

CONTRACT TITLE: Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT Municipal Aid (MA-22) Project, Township of Long Hill, Morris County, New Jersey

CONTRACT NO. \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

BIDDER'S COMPANY NAME \_\_\_\_\_

DATE OF BID OPENING October 18, 2023

TIME 1:00 pm

Items to be Submitted	Description of Item to be Submitted	Applicable Specification Page No.	Item Properly Submitted	
			Yes	No
1.	Proposal – Schedule of Prices	P-2 – P-5		
2.	Acknowledgement of receipt of changes to be Documents	P-6		
3.	Non-Collusion Affidavit	P-7		
4.	Bidders Qualification Form	P-8		
5.	Plan & Equipment Questionnaire	P-9 – P-12		
6.	Site Inspection Affidavit	P – 13		
7.	Corporation or Partnership Statement	P-14		
8.	Consent of Surety	P-15		
9.	Bid Bond	P-16		
10.	Consent to Investigate	P-17		
11.	Affirmative Action Acknowledgement	P-18 – P-20		
12.	Disclosure of Prohibited Investment Activities in Iran, Russia, and Belarus	P-21		
13.	Prevailing Wage Acknowledgement	P-22		
14.	NJ Business Registration Certificate (General & Subcontractors)			
15.	Public Works Contractor Registration Certificate (General & Subcontractors)			

The checklist is provided only as a convenience to the Bidder to guard against unintentional noncompliance with the requirements for a complete Proposal.

In case of any conflict between the requirements of the checklist and the requirements of the Contract Documents, the requirements of the Contract Documents shall prevail.

# **CONTRACT**

# CONTRACT

**POPLAR DRIVE ROAD IMPROVEMENTS  
VALLEY ROAD (CR 512) TO CEDAR AVENUE  
NJDOT MUNICIPAL AID (MA-22) PROJECT  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ**

**THIS CONTRACT** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, **BY AND BETWEEN: THE TOWNSHIP OF LONG HILL**, a municipal corporation of the State of New Jersey, having an address at 915 Valley Road, Gillette, New Jersey 07933 hereinafter called the “Township” **AND** \_\_\_\_\_, having an address at \_\_\_\_\_ party of the second part, hereafter called the “Contractor”,

## WITNESSETH:

That the parties to these presents, for themselves and for their successors and assigns, each in the consideration for the undertaking, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise, and agree as set forth below:

### **ARTICLE I - SCOPE OF WORK**

The Contractor hereby agrees to provide those services and to perform that work specifically detailed in the accompanying Proposal, all in accordance with the Contract Documents. The Information to Bidders, Special Conditions and the General Conditions of the Contract, Specifications and all documents referenced therein are made a part hereof and are specifically incorporated herein by reference.

### **ARTICLE II - TIME OF COMPLETION**

The work to be completed under this Contract shall be commenced not later than ten (10) calendar days after the Notice to Proceed Date has been given to the Contractor by the Engineer and shall be completed within ninety (90) consecutive days from the Contractor’s written Notice to Proceed Date.

### **ARTICLE III - THE CONTRACT SUM**

The Contract price for all of the services set forth in the Specifications, Information to Bidders, and the General and Special Conditions of the Contract shall be \$\_\_\_\_\_, payable by the Township subject to additions and deductions as provided in the General Conditions of the Contract and the accompanying Bid Proposal as follows:

The Contractor shall complete a Township payment voucher and return it signed to the Township Administrator, who will review same and, assuming the Township Engineer

authorizes payment, shall sign same and forward the voucher with his/her recommendation for payment to the Township Committee for execution as well.

Payment by the Township shall be made in accordance with its established payment procedures.

**ARTICLE IV - INDEMNIFICATION**

The Contractor agrees to indemnify, defend, and save the Township and all of its officers, agents and employees harmless from liability and legal defense costs which may arise out of its suits, actions, and claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property, or from the said Contractor, or by or in consequence of any neglect or omission on the part of the Contractor or his or its agents or employees. The various unit prices and Contract sum quoted in the accompanying Proposal shall be for, and is to include, all labor, material, and equipment; the payment of all claims and obligations; and whatever else is necessary to complete the Contract to the satisfaction of the Township Engineer.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year as first above written.

**ATTEST:**

**TOWNSHIP OF LONG HILL**  
in the County of Morris

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**CONTRACTOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ :  
: SS:  
COUNTY OF \_\_\_\_\_ :

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
personally came before me and this person acknowledged under oath to my satisfaction that:  
(a) this person signed, sealed and delivered the attached document as President of the  
corporation named in this document; and (b) this document was signed and made by the  
corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

\_\_\_\_\_  
Notary

STATE OF NEW JERSEY:  
: SS:  
COUNTY OF MORRIS :

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, Megan Phillips personally came before me and  
this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the  
**TOWNSHIP OF LONG HILL**, the municipal corporation named in the attached document; (b)  
this person is the attesting witness to the signing of this document by the proper municipal officer  
who is Scott Lavender, the Mayor of the municipal corporation; (c) this document was signed and  
delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution  
of the Township Committee; (d) this person knows the proper seal of the municipal corporation  
which was affixed to this document; and (e) this person signed this proof to attest to the truth of  
these facts.

Sworn and Subscribed to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
, Clerk

\_\_\_\_\_  
(Notary sign, seal, stamp)

**FORM OF PERFORMANCE AND PAYMENT BOND  
and  
FORM OF MAINTENANCE BOND**



**FORM OF**  
**PERFORMANCE BOND (100%)**

THIS FORM APPLIES TO THE SUCCESSFUL BIDDER(S) AFTER NOTIFICATION OF AWARD. THE PERFORMANCE BOND MUST BE SUBMITTED TOGETHER WITH THE EXECUTED CONTRACT.

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

\_\_\_\_\_, \_\_\_\_\_,  
(Name of Contractor) (Address of Contractor)

as Principal, and

\_\_\_\_\_, \_\_\_\_\_,  
(Name of Surety Company) (Address of Surety)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey as Surety, are held and firmly bound unto the **Township of Long Hill, Morris County, New Jersey** as Obligee (Owner), in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part of hereof for the construction, service or supply of the **POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR 512) TO CEDAR AVENUE, NJDOT MUNICIPAL AID (MA-22) PROJECT, TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract for the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

FORM OF PERFORMANCE BOND (continued)

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(Number)  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

Note: Date of PERFORMANCE BOND must not be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Important: Surety Companies executing BONDS must appear on the current New Jersey List of Approved Surety Companies issued by the New Jersey Department of Banking and Insurance pursuant to N.J.A.C. 11:1

**FORM OF**  
**LABOR AND MATERIALS PAYMENT BOND**

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

\_\_\_\_\_, \_\_\_\_\_,  
(Name of Contractor) (Address of Contractor)

as Principal, and

\_\_\_\_\_, \_\_\_\_\_,  
(Name of Surety Company) (Address of Surety)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey as Surety, are held and firmly bound unto the **Township of Long Hill, Morris County, New Jersey** as Obligee (Owner), in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ enter into a contract with \_\_\_\_\_ (Owner) for the

**POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR 512) TO CEDAR AVENUE, NJDOT MUNICIPAL AID (MA-22) PROJECT, TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ**

which contract is made part of this bond and the same as though set forth herein.

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

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey,

1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as such in said statutes provided.

IN WITNESS THEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: \_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Address

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
Witness Address

ATTEST: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
Corporate Address

SEAL: \_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

NOTES:

1. The date of the Bond shall not be earlier than the date of or a date after the day of the agreement.
2. Surety Companies executing BONDS must appear on the current New Jersey List of Approved Surety Companies issued by the New Jersey Department of Banking and Insurance pursuant to N.J.A.C. 11:1
3. If Contractor is a partnership, all partners shall execute the bond.

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address and Telephone Number of Contractor)

as Principal, hereinafter called Contractor, and \_\_\_\_\_,  
(Name and Address of Surety Company)

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the city of \_\_\_\_\_ as Surety, hereinafter called Surety, are held firmly bound unto the Township of Long Hill, 915 Valley Road, Gillette, New Jersey 0793 as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20 \_\_\_\_ entered into a contract with the Owner for \_\_\_\_\_ (Poplar Drive Road Improvements, Valley Road (CR 512) to Cedar Avenue, NJDOT Municipal Aid (MA-22) Project) in accordance with the drawings and specifications prepared by Ferriero Engineering, Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, and the same contract was completed and accepted on \_\_\_\_\_, 20 \_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall, for a period of two (2) years from and after the date of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1. Complete the Contract in accordance with its terms and conditions, and
- 2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner.

No rights of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

SIGNED AND SEALED this \* \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Principal Raised Corporate Seal (MUST BE AFFIXED)

\_\_\_\_\_  
Contractor Name (Corporate Seal)

By: \_\_\_\_\_ (Seal)  
(Must be President, Vice President, Owner, Partner, Manager, or Member)

\_\_\_\_\_  
(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_ (Seal)

\* Power of Attorney must be certified on this date or later.

**NOTE: Raised Corporate Seals are mandatory. Applicable sections of acknowledgments below must be completed and returned as part of the bond.**



# State of New Jersey Department of Transportation



## Special Provisions For State Aid Projects

**FY 2019 Edition**  
**Revision 23: April 2023**

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

## **SPECIAL PROVISIONS**

**POPLAR DRIVE ROAD IMPROVEMENTS  
VALLEY ROAD (CR 512) TO CEDAR AVENUE  
NJDOT MUNICIPAL AID (MA-22) PROJECT  
TOWNSHIP OF LONG HILL MORRIS COUNTY, NEW JERSEY**

**Project Manager**  
**Mark Kataryniak, PE**  
**Ferriero Engineering, Inc.**  
**180 Main Street, PO Box 571**  
**Chester, NJ 07930**  
**(908) 879-6209**  
**[Mark.kataryniak@ferrieroengineering.com](mailto:Mark.kataryniak@ferrieroengineering.com)**

### **AUTHORIZATION OF CONTRACT**

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

### **SPECIFICATIONS TO BE USED**

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

These Special Provisions consist of the following:

Pages SP-1 to SP-61 inclusive.

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

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at [https://www.nj.gov/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

### **GENERAL**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.



the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

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

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

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

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

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

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

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

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

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

# DIVISION 100 – GENERAL PROVISIONS

## SECTION 101 – GENERAL INFORMATION

### 101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

The following sections of the 2019 Standard Specifications, except as noted herein in these Special Provisions, are deleted and replaced with the requirements contained within the Information to Bidders, Special Conditions, General Conditions, and Supplemental Technical Specifications of the Contract Documents:

DIVISION 100 GENERAL PROVISIONS, Section 101 to Section 109

DIVISION 150 CONTRACT REQUIREMENTS, Section 151 to Section 153, and Section 154 to Section 157

### 101.03 TERMS

THE FOLLOWING TERM IS ADDED:

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

THE FOLLOWING IS OMITTED:

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

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

ADD THE FOLLOWING TERM:

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

REVISE THE FOLLOWING TERM:

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

### 101.04 INQUIRIES REGARDING THE PROJECT

#### 2. After Award of Contract.

Local Aid District 1 Office  
Adam Iervolino, Senior Executive Service

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

200 Stierli Court  
 Mt. Arlington, NJ 07856-1322  
 Telephone: 973-810-9120

**SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

**102.01 QUALIFICATION TO BID**

THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1, *et seq.*
2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq.*
5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by “Public Works Contractor Registration Act,” N.J.S.A. 34:11-56.48, *et seq.*

THE FOLLOWING IS ADDED:

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

**102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**

Project Manager: Mark Kataryniak, PE  
 Email Address: [mark.kataryniak@ferrieroengineering.com](mailto:mark.kataryniak@ferrieroengineering.com)  
 Mailing Address: 180 Main Street, PO Box 571, Chester, NJ 07930

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

THE FOLLOWING IS ADDED:

International Roughness Index (IRI) Values of the Existing Roadway				
Route	Direction	Mile Post		Existing IRI Value
		From	To	
Poplar Drive				No Information Available

This information is the latest available IRI data of the right most through lane from the Pavement Management Unit. The pavement information shown herein was obtained by the Department and is made available to the authorized users only so that they may have access to the same information available to the Department. It is presented in good faith, but is not intended as a substitute for investigations, interpretation, or judgment of such authorized users.

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
 TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

## **102.07 PREPARATION OF THE BID**

OMIT THE LAST TWO PARAGRAPHS OF THIS SECTION FOR WHOLLY STATE FUNDED PROJECTS

## **102.10 SUBMISSION OF THE BID**

THE SECOND PARAGRAPH IS CHANGED TO:

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

1. Schedule of Items.
2. Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352. (Not-Applicable)
7. Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Pursuant to N.J.S.A. 52:32-60.1. In accordance with legislation, N.J.S.A. 52:32-60.1 enacted to require contractor on public works projects to sign a certification that they are not engaged in prohibited activities in Russia or Belarus except as permitted by federal law. If the Bidder certified that they engaged in activities prohibited by N.J.S.A. 52:32-60.1, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after the certification, shall provide an updated certification. If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Department shall not award the Bidder any contracts, renew any contracts, and shall be required to terminate any contract(s) the person or entity holds with the Department that were issued on or after the effective date of N.J.S.A. 52:32-60.1.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

### **102.13.01 BIDDER PRE-AWARD REQUIREMENTS**

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

This section intentionally left blank.

THE FOLLOWING IS ADDED IN PART B:

#### **B. State Funded Projects**

2. **Compliance with N.J.S.A. 19:44A-20.13, et seq.** The Department will verify the certification status of the bidder with the State Chapter 51 Review Unit. If the bidder is NOT within an approved 2 year period, then a completed and signed Two-Year Vendor Certification and Disclosure forms must be submitted to the Department.

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
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PART C IS CHANGED TO:

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

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

THE FOLLOWING IS ADDED IN PART C:

3. 3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, Bidders must register in SAM at <https://www.sam.gov> and the Department will verify the successful Bidder's registration in SAM prior to contract award.

**102.15 DISQUALIFICATION OF BIDDERS**

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

16. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

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

**103.04 EXECUTION OF THE CONTRACT**

THE FIRST PARAGRAPH IS CHANGED TO:

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in [103.05](#).
2. Performance bond and payment bond as specified in [151.03.01](#).
3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.
4. Proof of the registrations specified in [102.01](#) for the Department of Treasury and the Department of Labor.
5. If the case of non-resident Bidders, the completed form regarding “Appointment of Agent” for compliance with N.J.S.A. 14A:15-2, *et seq.*

**103.05 ESCROW BID DOCUMENTS**

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## **103.05.A ESCROW BID DOCUMENTS**

REVISE SECTION **103.05.A** TO THE FOLLOWING:

- A. **Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor's bid documents to negotiate changes and claims if they are escrowed and a signed custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

## **SECTION 105 – CONTROL OF WORK**

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

#### **105.01.01 RE**

REVISE THE SECOND PARAGRAPH TO:

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

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

#### **105.01.03 Contractor Performance Evaluation**

REVISE SECTION **105.01.03** TO:

This section intentionally left blank.

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

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

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REVISE SECTION **105.02.05.1** TO THE FOLLOWING :

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

REVISE THE FIRST LINE OF SECTION **105.02.05.2** TO THE FOLLOWING:

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

**105.03 CONFORMITY WITH THE CONTRACT**

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

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

**105.05 WORKING DRAWINGS**

TABLE 105.05-1 IS CHANGED TO:

<b>Table 105.05-1 – Working Drawing Submission Category</b>	
<b>Certified</b>	<b>Approved</b>
Breakaway I-Beam GA Sign Support Posts	Catalog Cuts (related to landscape Items)
Bridge Drainage	Change in Structural Steel Details
Bridge Railing and Fencing Anchorage System	Change of Prestressed Concrete Strand Patterns
Catalog Cuts	Demolition Plans
Composite Piles	Erection Plans
DMS Sign Support Structure	High Load Multi-Rotational (HLMR) Bearings
DMS Standard Ground Mounted	Isolation Bearings
Elastomeric Bearings Pads	ITS System Drawings, including Block Diagrams
Electrical Items Not Pre-Qualified	Machinery and Electrical Items for Movable Bridges
Expansion Joint Assemblies (except Modular Expansion Joint Assemblies)	Mechanically Stabilized Earth (MSE) Walls
Precast Prestressed Concrete Beams and Piles Fabrication	Modular Expansion Joint Assemblies
Reinforced Elastomeric Bearings	Other work shown on the Plans as conceptual
Sign Legends	Precast Concrete Arch Structures
Sign Support Structures	Precast Concrete Box Culverts
Structural Steel Fabrication	Prefabricated Modular Walls
	Stay-In-Place Forms
	Temporary Sheeting and Cofferdams
	Temporary Shielding
	Temporary Structures
	Value Engineering Plans

## 105.07.01 Working in the Vicinity of Utilities

### A. Initial Notice.

Jersey Central Power & Light  
300 Madison Avenue  
P.O. Box 1911  
Morristown, NJ 07962-1911  
Attn: Robin Alston-Santiago  
Tel: (973) 401-8143  
Cell: (732) 608-4445

Verizon  
Attn: Sandra Rowe  
Engineering Department  
114 Paterson Street  
Paterson, NJ 07501  
Tel: (973) 925-1480

Public Service Electric & Gas  
Summit Gas Shop  
48 Middle Avenue  
Summit, New Jersey 07901  
Attn: Keith Wilson  
Tel: (201) 420-3950

NJ American Water Co. (Sanitary Sewer and Water)  
167 JFK Parkway  
Short Hills, NJ 07078  
Attn: John Polakowski  
Tel: (973) 564-5732  
Cell : (973) 459-1157

Township of Long Hill  
Department of Public Works  
Attn: Al Gallo  
Tel: (908) 647-0070

### B. Locating Existing Facilities.

2.

Fiber Optic Markout Form is available at:  
<http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtm>.

Bureau of Traffic Operations, North Region (TOCN)  
670 River Drive  
Elmwood Park, NJ 07407-1347  
Telephone: 732-697-7360

3.

Bureau of Electrical Maintenance, North Region  
200 Stierli Court  
Mt. Arlington, NJ 07856-1322

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Telephone: 973-601-6650

**C. Protection of Utilities.**

Facility Daily Access Request Form is available at: <http://www.state.nj.us/transportation/eng/elec/ITS/access.shtm>.

**SECTION 106 – CONTROL OF MATERIAL**

THE SECTION HEADING IS CHANGED TO:

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

**106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE FIRST PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

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

**106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

**106.03 FOREIGN MATERIALS AND EQUIPMENT**

**REMOVE SECTION 106.03.2 Federal Aid Projects**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

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

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

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

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

**106.10 USE OF UNITED STATES FLAG VESSELS**

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

**SECTION 107 – LEGAL RELATIONS**

**107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

REPLACE THIS SECTION WITH: This section intentionally left blank.

**107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

**107.14 PATENED DEVICES, AMTERIALS, AND PROCESSES**

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

**107.15 TAXES**

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

**SECTION 108 – PROSECUTION AND COMPLETION**

**108.01 SUBCONTRACTING**

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

**1. Values and Quantities.**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

- a. There are no Specialty Items in this Project.

REMOVE PARAGRAPH FOUR OF SECTION **108.01**

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

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

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**108.07.01 Interference**

THE SECOND PARAGRAPH IS CHANGED TO:

Schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible. Limit work zones according to the Special Provisions. Confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is performed in stages adjacent to traffic, ensure that the road opened to traffic adequately accommodates traffic. Do not interfere with existing traffic access, except when required to perform the Work or as approved by the RE.

**108.08 LANE OCCUPANCY CHARGES**

SUBSECTION IS RENAMED AND CHANGED TO:

**108.08 OCCUPANCY CHARGES**

The closure schedule shown in the plans indicates the time periods for allowable closures as specified in the Contract. Allowable closures are permitted for, but not limited to; roadways, lanes, shoulders and ramps. If the Contractor’s closures exceed these time periods, the Department will deduct from the monthly estimate an occupancy charge for the use and occupancy beyond the time periods shown in the closure schedule until such time that the closure is reopened to traffic or until such time that the closure is allowed to take place again under the closure schedule. The Department will recover the cost of occupancy charges as specified in 107.16.

The RE will keep record of each occurrence as well as the cumulative amount of time that a closure exceeds the time periods shown in the closure schedule and provide the record to the Contractor. The Department will calculate an occupancy charge by multiplying the length of time of each delayed opening, in minutes, by the rate of \$10 per minute, unless otherwise specified in the Special Provisions. The total amount per day for occupancy charges that the Department will collect will not exceed \$10,000.00.

The Department will waive an occupancy charge where a closure is not reopened to traffic as specified in the closure schedule directly and solely by reason of extraordinary, exigent circumstances not under the control of or reasonably foreseeable by the Contractor. Equipment breakdowns, supplier deliveries, and weather related hindrances are not extraordinary, exigent circumstances. However, the Department has the right to assess an occupancy charge for any period of time that a closure remains closed beyond the reasonable period of time needed by the Contractor to reopen a closure due to an extraordinary, exigent circumstance.

**108.10 CONTRACT TIME**

A. Complete all work required for Substantial Completion in ninety (90) days.

**108.11.01 Extensions to Contract Time**

**108.11.01.A**

REVISE THE SECOND PARAGRAPH TO:

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

**B. Types of Delays.**

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

**b. Utilities.**

THE LAST PARAGRAPH IS CHANGED TO:

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

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

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

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

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

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

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

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

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

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

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

## **108.15 TERMINATION OF CONTRACT**

### **108.15.02 For Cause**

REVISE PARAGRAPH FIVE TO:

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

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## **108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

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

## **108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$750.00.

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

### **109.01 MEASUREMENT OF QUANTITIES**

THE LAST PARAGRAPH IS CHANGED TO:

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

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

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

This section intentionally left blank.

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

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

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

### **109.05 ESTIMATES**

THE FOURTH PARAGRAPH IS CHANGED TO:

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

1. No subcontractor or supplier was used on the project; or

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2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier's work that was paid by the Department; or
3. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

THE THIRTEENTH PARAGRAPH IS CHANGED TO:

In the first Estimate following installation of all landscape work, the Department will reduce the retainage withheld to 1 percent of the Total Adjusted Contract Price, unless it has been determined by the Department that the withholding of additional retainage is required. If retainage is held in cash withholdings, the reduction is to be accomplished by payment under the next Estimate. If retainage is held in bonds, the Department will authorize a reduction in the escrow account.

#### **109.06 MATERIALS PAYMENTS AND STORAGE**

THE SUBSECTION IS CHANGED TO:

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds \$25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.
3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

#### **109.09 AUDITS**

THE FIRST SENTENCE IS REVISED TO:

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

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

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

## **DIVISION 150 – CONTRACT REQUIREMENTS**

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

#### **153.03.01 CPM PROGRESS SCHEUDLE**

REVISE THE SIXTH PARAGRAPH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

#### **153.03.03 BAR CHART PROGRESS SCHEULE UPDATE**

REVISE THE THIRD PARAGRAPH TO:

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

### **SECTION 154 – MOBILIZATION**

#### **154.04 MEASUREMENT AND PAYMENT.**

THIS SUBSECTION IS CHANGED TO INCLUDE:

Mobilization will not be measured for payment. Payment shall be included in various items in the Proposal.

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

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

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

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

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**SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

**157.03.02 Monument**

THE SUBPART IS CHANGED TO:

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

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

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

**158.03.02 SESC Measures**

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

**SECTION 159 – TRAFFIC CONTROL**

**159.02.01 Materials**

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22..... 902.01.01

**159.02.02 Equipment**

THE FOLLOWING EQUIPMENT IS CHANGED TO:

Arrow Board ..... 1001.01

**159.03.01 Traffic Control Coordinator**

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC’s responsibilities and duties shall include the following:

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## 159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

### 2. Construction Barrier Curb.

THE SECOND PARAGRAPH IS CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

PART 3 IS CHANGED TO:

### 3. Arrow Board. Provide an arrow board as specified in 1001.01.

PART (5) IS CHANGED TO:

### 5. Temporary Crash Cushion. Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department, will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor's lack of response to a damage notification, the Contractor agrees to pay the Department a sum of \$3,000 for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

Upon removal of the crash cushion, cut anchor bolts at least 3 inches below the surface of the surrounding roadway. Repair HMA pavement as specified in 401.03.03. Repair concrete pavement as specified in Section 452.

PART 6 IS CHANGED TO:

### 6. Traffic Control Truck with Mounted Crash Cushions. Provide the RE with a copy of the crash cushion manufacturer's recommendations. Provide the RE a certified weigh ticket of the Traffic Control Truck with arrow board and mounted Crash Cushion. Position the traffic control truck to ensure that there is adequate stopping distance after impact and to prevent errant vehicles from traveling around the truck and endangering

workers. When used in a fixed position, place manual transmission vehicles in second gear and place automatic transmission vehicles in park. Ensure that the parking brake is set and the wheels are set straight. Do not use traffic control trucks in place of other temporary impact attenuators for more than 24 hours. Relocate the traffic control truck as specified by the TCP, or as directed by the RE. Do not use the truck to carry additional equipment, materials, or debris. When using ballast, ensure that it is secured to the truck. Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.

### **159.03.03 Removable Black Line Masking Tape**

THE ENTIRE SUBSECTION IS CHANGED TO:

Apply black line masking tape over existing traffic stripes as specified in 159.03.05. Ensure that the black line masking tape completely covers existing stripes. Replace black line masking tape that becomes loose after placement within 2 hours. When black line masking tape is no longer required or directed by the RE, carefully and completely remove without using heat, solvents, grinding, sanding, or water.

### **159.03.05 Temporary Pavement Marking Tape**

THE ENTIRE SUBSECTION IS CHANGED TO:

Install tape according to the manufacturer's recommendations when the weather is favorable as determined by the RE. Do not install the tape during wet conditions. Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.

Install tape on dry surfaces having a surface temperature between 50 °F and 150 °F, when the ambient temperature is at least 50 °F and rising as determined by the National Weather Service (<http://www.nws.noaa.gov/>). When splicing is required, install the tape using butt splices. Do not overlap the tape.

Tamp the tape for initial adhesion and then apply pressure by driving a truck slowly over the tape several times. Maintain tape by replacing loose or damaged tape within 2 hours. Remove tape when no longer required or when directed by the RE.

The surface must be dry. Do not install tape when precipitation is imminent as determined by the RE. The RE will coordinate with the Contractor to install the tape when there is no anticipated precipitation. Install the tape in continuous lengths of 20 feet or less. Any continuous length of more than 20 feet must be removed and replaced at no cost to the Department. Ensure that the removable tape is capable of being removed manually, intact or in large pieces, at temperatures above 40 ° F, without the use of solvents, burning, grinding, or blasting and without damage to the underlying surface.

If conditions do not allow for the proper adhesion of the tape, use Latex Traffic Stripes, Latex Traffic Markings Lines, and Latex Traffic Markings Symbols as specified in 159.03.06.

### **159.03.08 Traffic Direction**

PART A IS CHANGED TO:

- A. Flagger.** Provide a flagger that has received formal training in flagging operations and the proper use of the STOP/SLOW paddle. The flagger must be able to demonstrate the abilities indicated in the current MUTCD and, when requested, demonstrate competency to the RE. Immediately replace flaggers who fail to demonstrate competency with a competent flagger. Ensure that flaggers wear a 360 degree high-visibility retroreflective orange safety garment meeting ANSI/ISEA Class 3, Level 2 standards. Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

PART B IS CHANGED TO:

**B. Police.** Unless designated as local police at the preconstruction conference, police will be on-duty New Jersey State Police. Police are either provided by the RE as employees of the State, or by the local government as a vendor to the State. The use of police services by the RE does not relinquish or diminish the Contractor's responsibilities for work zone safety.

Submit a request for police services to the RE 72 hours before beginning construction operations.

Activities requiring police services include:

1. Traffic direction through signalized intersections, where the integrity of the existing traffic signal system is impacted or where an override of the signal is required.
2. Temporary closure of all lanes on state highways and interstates.

Police services may be requested as an enhancement to the TCP.

This enhancement includes:

1. Temporary closure of one or more lanes on interstates.
2. Temporary closure of one or more lanes on state highways with a posted speed of 50 miles per hour or higher.

Emergency situations may prevent police from arriving at the scheduled date or time. The RE will not permit construction operations that, by law, require police services if police are unavailable. The Department will not accept claims for interruptions or delays resulting from any failure of police to arrive as requested.

The RE must notify State and local police of cancellations 24 hours in advance. At least 24 hours before the scheduled start of work, notify the RE of any work cancellation for which police services were requested.

#### 159.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEM IS CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
ARROW BOARD, ___' X ___'	UNIT

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The Department will measure TRAFFIC STRIPES, LATEX and TRAFFIC MARKINGS LINES, LATEX by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

THIS SUBSECTION IS CHANGED TO INCLUDE:

Payment for Traffic Director, Flaggers will be made for the actual hours, at the unit price bid per hour, only up to the quantity listed in the proposal. The cost for additional Traffic Directors, Flaggers, beyond the quantity listed in the proposal shall be borne by the Contractor, at no additional cost to the Owner.

Breakaway Barricades will not be measured for payment, but payment will be made for the quantity listed in the proposal. The quantity listed in the proposal is the minimum amount deemed required. Additional barricades, if necessary, as determined by the Contractor based on the method of construction employed by the Contractor, will not be measured for payment and the cost shall be borne by the Contractor, at no additional cost to the Owner.

Drums will not be measured for payment, but payment will be made for the quantity listed in the proposal. The quantity listed in the proposal is the minimum amount deemed required. Additional drums, if necessary, as determined by the Contractor based on the method of construction employed by the Contractor, will not be measured for payment and the cost shall be borne by the Contractor, at no additional cost to the Owner.

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The cost for police traffic directors, if and where required, as indicated on the contract drawings shall be borne by the Township up to the contract completion date. All costs for police traffic directors beyond the contract completion date shall be borne by the Contractor.

**SECTION 160 – PRICE ADJUSTMENTS**

THE ENTIRE SECTION 160 IS CHANGED TO:

**160.01 DESCRIPTION**

This Section describes the requirements for price adjustments for fuel and asphalt usage.

**160.02 MATERIALS**

(Intentionally Blank)

**160.03 PROCEDURE**

**160.03.01 Fuel Price Adjustment**

The Department will make price adjustments for fuel usage for Items listed in Table 160.03.01-1. Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting within period one and continuing past midnight of the fourteenth day into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing past midnight of the last day of the month into the first day of the next month will be included in period two.

The Department will calculate fuel price adjustments based on the pay quantities of listed Items using the fuel usage factors listed in Table 160.03.01-1.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the Estimates and the as-built quantity cannot be readily distributed among the time periods that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item’s Estimate quantity is to the total of the Item’s time period estimates.

<b>Table 160.03.01-1 Fuel Price Adjustments</b>	
<b>Items</b>	<b>Fuel Usage Factor</b>
EXCAVATION, UNCLASSIFIED	0.50 Gallons per Cubic Yard
EXCAVATION, REGULATED MATERIAL	0.50 Gallons per Cubic Yard
EXCAVATION, ACID PRODUCING SOIL	0.50 Gallons per Cubic Yard
REMOVAL OF PAVEMENT	0.25 Gallons per Square Yard
MICRO-MILLING	0.25 Gallons per Square Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
HMA MILLING, MORE THAN 3" TO 6"	0.25 Gallons per Square Yard
CONCRETE MILLING	0.25 Gallons per Square Yard
HMA PROFILE MILLING	0.25 Gallons per Square Yard
BREAKING PAVEMENT	0.25 Gallons per Square Yard
RUBBLIZATION	0.25 Gallons per Square Yard
SUBBASE	1.00 Gallon per Cubic Yard

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
I- SOIL AGGREGATE	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, ___ " THICK	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, ___ " THICK	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
CONCRETE BASE COURSE, ___ " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED ___ " THICK	0.25 Gallons per Square Yard
ASPHALT-STABILIZED DRAINAGE COURSE	2.50 Gallons per Ton
OPEN-GRADED ___ FRICTION COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT _____ SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT _____ INTERMEDIATE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT _____ BASE COURSE	2.50 Gallons per Ton
MODIFIED OPEN-GRADED ___ FRICTION COURSE ___	2.50 Gallons per Ton
ULTRA-THIN FRICTION COURSE	2.50 Gallons per Ton
STONE MATRIX ASPHALT ___ SURFACE COURSE	2.50 Gallons per Ton
HIGH PERFORMANCE THIN OVERLAY	2.50 Gallons per Ton
BINDER RICH INTERMEDIATE COURSE	2.50 Gallons per Ton
BRIDGE DECK WATERPROOFING SURFACE COURSE	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
CONCRETE SURFACE COURSE, ___ " THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 4" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 5" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 8" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 8" THICK	0.25 Gallons per Square Yard
DIAMOND GRINDING OF CONCRETE SURFACE COURSE	0.25 Gallons per Square Yard
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT	0.25 Gallons per Square Yard
SLURRY SEAL AGGREGATE, TYPE II	2.5 Gallons per Ton
SLURRY SEAL EMULSION	0.10 Gallons per Gallon
CONCRETE BRIDGE APPROACH	0.50 Gallons per Cubic Yard
CONCRETE CULVERT	1.00 Gallon per Cubic Yard
CONCRETE FOOTING	1.00 Gallon per Cubic Yard
CONCRETE WING WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMN PROTECTION, HPC	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMNS AND CAP	1.00 Gallon per Cubic Yard
CONCRETE ABUTMENT WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER SHAFT	1.00 Gallon per Cubic Yard
CONCRETE PEDESTRIAN BRIDGE	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK	1.00 Gallon per Cubic Yard

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**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
CONCRETE BRIDGE DECK, HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET HPC	1.00 Gallon per Cubic Yard
15" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.12 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.17 Gallon per Linear Foot
21" BY 34" CONCRETE BARRIER CURB, BRIDGE	0.15 Gallon per Linear Foot
24" BY 42" CONCRETE BARRIER CURB, BRIDGE	0.21 Gallon per Linear Foot
CAST-IN-PLACE CONCRETE PILES, DRIVEN ____ " DIAMETER	1.00 Gallon per Cubic Yard
RETAINING WALL, LOCATION NO. ____	0.10 Gallon per Square Foot
CONCRETE MEDIAN BARRIER, HPC	0.16 Gallon per Linear Foot
15" BY 41" CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB	0.17 Gallon per Linear Foot
15" BY 54" CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
38" BY 79" CONCRETE BARRIER CURB	0.40 Gallon per Linear Foot
24" BY 39" CONCRETE BARRIER CURB	0.18 Gallon per Linear Foot
18 5/8" BY 65" CONCRETE BARRIER CURB	0.20 Gallon per Linear Foot
32" BY 41" CONCRETE BARRIER CURB	0.24 Gallon per Linear Foot
24" BY 41" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
24" BY 45" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
15" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.09 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.24 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
19" BY 32" CONCRET BARRIER CURB, DOWELLED	0.10 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
24 1/2" BY 53" CONCRETE BARRIER CURB, DOWELLED	0.18 Gallon per Linear Foot
24 1/2" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
24" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
GROUND MOUNTED BARRIER CURB	0.15 Gallon per Linear Foot
15" BY 51" F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
24 1/2" BY 51" F SHAPE CONCRETE BARRIER CURB	0.23 Gallon per Linear Foot
24 1/2" BY ____ " F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.23 Gallon per Linear Foot
15" BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
15" BY ____ " F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
VARIABLE WIDTH BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
9" BY 16" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 18" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 20" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 22" CONCRETE VERTICAL CURB	0.05 Gallon per Linear Foot

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**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
9" BY 14" CONCRETE VERTICAL CURB	0.03 Gallon per Linear Foot
9" BY 4" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 6" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 8" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
9" BY 10" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
12" BY 13" CONCRETE SLOPING CURB	0.04 Gallon per Linear Foot
12" BY 3" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
___ " BY ___ " CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot

If an item listed in Table 160.03.01-1 has a payment unit which differs from that listed in Table 160.03.01-1, the Department will apply an appropriate conversion factor to determine the number of gallons of fuel used.

The Department will calculate fuel price adjustment using the following formula:

$$F = (MF - BF) \times G$$

Where:

- F = Fuel Price Adjustment
- MF = Fuel Price Index for work performed in the time period immediately before the estimate cutoff date.
- BF = Basic Fuel Price Index
- G = Gallons of Fuel for Price Adjustment

The Department will post the Fuel Price Index every month on the Department's website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Fuel Price Index is the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of that month will govern for the Basic Fuel Price Index. If the Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

### **160.03.02 Asphalt Price Adjustment**

The Department will make price adjustments for asphalt binder usage. The Department will calculate asphalt price adjustments based on the quantities of Items containing asphalt binder constructed.

Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting on the fourteenth day of the month and continuing past midnight into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing through midnight of the last day of the month into the first day of the next month will be included in period two.

The Asphalt Price Adjustment will be separated between asphalt binder grades PG 64S-22 and PG 64E-22. The price used for both the Basic and Monthly Price Indexes will be determined based on the performance grade of asphalt binder in the approved mix design for the asphalt mixture.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

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- A = Asphalt Price Adjustment
- MA = Asphalt Price Index for work performed in the time period immediately before the estimate cutoff date.
- BA = Basic Asphalt Price Index
- T = Tons of New Asphalt Binder<sup>1</sup>

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

For Tack Coat, Prime Coat, MICRO SURFACING EMULSION, SLURRY SEAL EMULSION, and FOG SEAL SURFACE TREATMENT, the Department will calculate the weight of asphalt as follows:

$$T = G \times C \times 0.00428$$

- C = Petroleum content of the product
  - Use 100% for Tack Coat 64-22 and Tack Coat 64E-22
  - Use 60% for Polymer Modified Tack Coat, and all other emulsified asphalts
- G = Gallons furnished

The constant 0.00428 is derived from the conversion factor of tons per gallon using 8.345 lbs/gallon for water and a factor of 1.025 for the specific gravity of asphalt binder.

The Department will not calculate an asphalt price adjustment for FOG SEAL STRIP.

The monthly asphalt price index, as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department. The Department will post the asphalt price index every month on the Department's website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Asphalt Price Index will be the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of the month will govern for the Basic Asphalt Price Index.

The Monthly Asphalt Price Index will be that for the month that the work is constructed in. If work is constructed over the course of two or more months for a particular pay estimate, then multiple Monthly Indexes will be used corresponding to the date that the work was performed.

If the Asphalt Price Index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the RE.

**160.04 MEASUREMENT AND PAYMENT**

THE SUBSECTION IS CHANGED TO:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

## **DIVISION 200 – EARTHWORK**

### **SECTION 201 – CLEARING SITE**

#### **201.03.01 Clearing Site**

PART A IS CHANGED TO:

**A. Preparation.** Construct SESC measures, as specified in 158.03.02, before clearing site.

THE FIRST PARAGRAPH IN PART B IS CHANGED TO:

**B. Clearing and Grubbing.** Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

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

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE in excess of \$5,000.00 until Completion.

### **SECTION 202 – EXCAVATION**

#### **202.03.01 Stripping**

THE SECOND PARAGRAPH IS CHANGED TO:

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

#### **202.04 Measurement and Payment**

THIS SUBSECTION IS CHANGED TO INCLUDE:

Stripping will not be measured for payment. Payment shall be included in the lump sum bid price for Clearing Site in the Proposal. Excavation, unclassified, will not be measured, but payment shall be considered included in the unit price bid for the various concrete items, where excavation is required for pavement edge reconstruction and pavement areas adjacent to inlets and curb.

Removal of roadway surface course, base course and subbase adjacent to curb construction, drainage structures or pavement repair areas will not be measured for payment but shall be considered included in the unit price bid for the various curb items in the Proposal.

Removal of soil or pavements adjacent to inlets and manholes required to install inlets and manholes will not be measured. Payment shall be considered included in the unit price bid for inlets and manholes in the Proposal.

Saw cutting will not be measured for payment. Saw cutting required for excavation shall be considered included in the unit prices bid for excavation, test pits; the various curb items; the various sidewalk and driveway items; and hot mix asphalt pavement repair.

## **SECTION 203 – EMBANKMENT**

### **203.04 MEASUREMENT AND PAYMENT.**

THIS SUBSECTION IS CHANGED TO:

There shall be no separate payment for embankment where required in fill areas, but the cost shall be considered included in the unit prices bid for the various other pay items of the proposal.

## **DIVISION 300 – SUBBASE AND BASE COURSES**

### **SECTION 302 – AGGREGATE BASE COURSE**

#### **302.04 MEASUREMENT AND PAYMENT:**

THIS FOLLOWING IS ADDED:

Separate payment will not be made for dense graded aggregate utilized for driveway restoration, curbs, sidewalks, pavement restoration areas or backfill of pipe, inlets and manholes, but the cost shall be considered included in the various respective items within the proposal.

Dense Graded Aggregate Base Course utilized for backfill of unsuitable material in excavated areas for concrete driveway construction and hot mix asphalt pavement repair beyond the prescribed limits of excavation and as directed and approved by the Engineer will measured for payment under the item Dense Graded Aggregate Base Course, Variable Thickness.

### **SECTION 304 – CONCRETE BASE COURSE**

#### **304.03.01 Concrete Base Course**

ADD THE FOLLOWING SENTENCE TO THE END OF THE FIRST PARAGRAPH:

If the concrete thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the test strip requirements.

### **SECTION 305 – RUBBLIZING CONCRETE PAVEMENT**

#### **305.03.01.F Rubblization**

ADD THE FOLLOWING THIRD PARAGRAPH TO THE END OF THIS SECTION:

If the rubblized concrete thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the test strip requirements.

# DIVISION 400 – PAVEMENTS

## SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

### 401.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22, PG 64S-22 ..... 902.01.01

### 401.03.01 Milling

#### A. HMA Milling.

Stage	Max. Time Interval Allowed
All Stages	72 Hours

### 401.03.03 HMA Pavement Repair

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

#### 401.03.03 HMA Repair

- A. HMA Pavement Repair.** Arrange a project site meeting with the RE to establish the limits of HMA pavement repair. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

If potholes are discovered, notify the RE immediately. The RE may immediately direct repairs of small areas. The RE may require further evaluation of a large area to determine the need for additional milling and paving.

Perform HMA repairs as a separate operation before milling, paving, and other surface treatments. The Contractor may request approval of the RE to perform the repair work as one operation with the paving or surface treatment.

HMA repairs may be performed on full depth HMA pavement or on composite pavement (HMA over concrete pavement). For full depth HMA pavement, sawcut existing HMA pavement to a depth of 8 inches. For composite pavement, sawcut existing HMA to a depth of 8 inches or up to the top of concrete, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material within the boundary of the sawcuts to form rectangular openings with vertical sides to a depth of 8 inches for HMA pavement, or to the top of concrete for composite pavement. A milling machine may be used to remove damaged pavement to form the repair areas if approved by the RE.

After the existing damaged HMA and loose material has been removed, the RE will examine underlying material to determine its condition.

If the base of the repair area is unbound material, then shape and compact the unbound material to produce a firm and level base.

If water exists in the area, remove the underlying material to the depth as directed by the RE. Place geotextile, then place and compact coarse aggregate to required grade to provide for a minimum 8 inch thick HMA pavement repair. Compact coarse aggregate as specified in 203.03.02.B.3.

If the base of the repair is HMA or concrete pavement, then ensure that the remaining pavement is cleaned and dry prior to applying tack coat.

Apply tack coat at an application rate of 0.15 gallons per square yard to the vertical surfaces and base of the opening. Spread and grade HMA surface course mix in the opening as specified for the roadway surface or a HMA surface course mix approved by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.07.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with, or 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

- B. HMA Longitudinal Joint Repair.** Arrange a project site meeting with the RE to establish the limits of HMA longitudinal repair areas. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

Mill 2 feet wide, unless directed otherwise by the RE, centered over the HMA longitudinal joint, rumble strip, longitudinal distress areas or any combination of the three, as shown on the Plans and as directed by the RE. Mill to a minimum 2 inches in depth, or as required to remove the damaged pavement. For distress areas wider than 4 feet, the RE may direct the use of HMA pavement repair as specified in 401.03.03.A.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the repair area before proceeding with the repair.

Apply polymerized joint adhesive to the vertical surfaces of the repair area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to the bottom surface of the repair area. Obtain RE approval of the repair area before proceeding with the repair. Spread and grade Hot Mix Asphalt 9.5M64 Surface Course in the repair area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 °F. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

#### **401.03.07 HMA Courses**

##### **A. Paving Plan.**

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06.

##### **C. Test Strip**

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

**Test Strip.** Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in [401.03.05](#) and [401.03.06](#), before placing HMA. Transport and deliver, spread and grade, and compact as specified in [401.03.07.D](#), [401.03.07.E](#), and [401.03.07.F](#), respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements. While constructing the test strip, record the following information and submit to the RE:

##### **D. Transportation and Delivery of HMA.**

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.

**G. Opening to Traffic.**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that RPMs are installed and rumble strips are constructed within 14 days of opening each day's surface paving to traffic.

**H. Air Void Requirements**

FOR LOCAL AID PROJECTS, THIS SUBSECTION IS REPLACED BY THE FOLLOWING.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Local Aid District Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE the DS8S-PD form provided on the [Local Aid Website](#) and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

**1. Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).**

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

2. **Quality Index (Q).**

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

3. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD<sub>L</sub> and PD<sub>U</sub> associated with Q<sub>L</sub> and Q<sub>U</sub>, respectively. PD = PD<sub>L</sub> + PD<sub>U</sub>

4. **Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3	
Reduction in Payment for Nonconformance to Air Void Requirements	
Percent Defective (PD) Per Lot	Reduction Per Lot (%)
0 < PD ≤ 15	0
15 < PD ≤ 30	0.5
30 < PD ≤ 35	2
35 < PD ≤ 40	10
40 < PD ≤ 45	15
45 < PD ≤ 50	20
50 < PD ≤ 60	30
60 < PD ≤ 75	45
PD > 75	Remove & Replace

5. **Outlier Detection.** If PD < 10, the Laboratory will not screen for outliers. If PD ≥ 10, the Laboratory will



screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.

1. The Laboratory will arrange the core results in ascending order, in which  $X_1$  represents the smallest value and  $X_N$  represents the largest value.
2. If  $X_N$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

3. If  $X_1$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

4. For  $N = 5$  if  $R > 0.642$ , the value is judged to be statistically significant and the core is excluded.  
For  $N = 10$  if  $R > 0.412$ , the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for  $N = 5$  and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for  $N = 10$ , the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD \geq 30$  for mainline or ramp lots, or  $PD \geq 50$  for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot  $PD \geq 75$  (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

#### I. Thickness Requirements

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:

This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

#### J. Ride Quality Requirements.

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

The Department will evaluate the ride quality of the final riding surface of all constructed pavement on the project, for routes designated as National Highway System (NHS) and routes under NJDOT jurisdiction, using the International Roughness Index (IRI) according to ASTM E 1926. All NHS roadways are listed on the Department's website [here](#). The Department may evaluate ride quality of other routes not designated as NHS or under NJDOT jurisdiction. The final riding surface is defined as the last lift of the pavement structure where traffic will be allowed. The pavement will be evaluated using the current average IRI (C) to select the target IRI (T) from Table 401.03.07-8. The current average IRI (C) is defined as the preconstruction ride quality measured not more than two years from the start of the project pavement construction.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C). The testing agency will use and submit to the RE the [IRI Testing Summary Report form](#) provided from The Local Aid District Office and verify manually the pay adjustment calculation.

Current IRI data for paving routes designated NHS or NJDOT jurisdiction can be made available by request by contacting Simon Nwachukwu at [Simon.Nwachukwu@dot.nj.gov](mailto:Simon.Nwachukwu@dot.nj.gov).

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the PA using pay equation type PA1 as specified in Table 401.03.07-7.

For paving on ramps and shoulders, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the pay adjustment using pay equation type PA2 as specified in Table 401.03.07-7.

When paving over bridge structures on NHS or NJDOT jurisdiction roadways, the Department will use the measured IRI to calculate the pay adjustment using pay equation type PA3 as specified in Table 401.03.07-7.

For paving on Local roadways other than NHS and NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department may evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. Local roadways are defined as municipal and county roads that are not designated as part of the NHS. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA4 as specified in Table 401.03.07-7.

- 1. Smoothness Measurement.** The Department will test the longitudinal profile of the final riding surface for ride quality with a Class 1 Inertial Profiling System according to NJDOT R-1. If project conditions preclude the use of the Class 1 Inertial Profiling System, the Department will use a Class 1 Walking Profiler or lightweight profiler.
- 2. Quality Control Testing.** Perform quality control testing during lift placement to ensure compliance with the ride quality requirements specified in Table 401.03.07-8.

3. **Preparation for IRI Testing.** Notify the RE when all paving is complete and the RE will request IRI testing by independent testing agency. Provide traffic control when the independent testing agency performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of temporary pavement marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested or as per direction of the independent testing agency. Submit the actual stationing for each temporary pavement marking tape location to the RE.
4. **Quality Acceptance.** The Department will determine acceptance and provide PA based on the following:
  - a. **Pay Adjustment.** The acceptable IRI for the roadway pavement will be the target IRI (T) from Table 401.03.07-8 rounded to the nearest whole number for which full payment will be made and will be determined using the latest available current average IRI (C) data. The number of lots for final pay adjustment will be reduced by the number of lots excluded for each segment shown in Table 401.03.07-7. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

Table 401.03.07-7 Pay Adjustment Equations (PAE) for Ride Quality			
Pay Equation Type	Exclusions	Pay Equations	
PA1	As shown in the Special Provisions Table 401.03.07-7A	IRI < T	PA1 = PAE (see note 2)
		T ≤ IRI ≤ 170	PA1 = PAE
		IRI > 170	PA1 = -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 = 0
		120 < IRI ≤ 170	PA2 = (IRI - 120) x (-\$5.00)
		IRI > 170	Maximum Negative Pay or Corrective action
PA3	Will include, if tested	IRI ≤ 120	PA3 = 0
		120 < IRI ≤ 170	PA3 = PAE
		IRI > 170	PA3 = -A or Corrective action
PA4	Will include, if tested	IRI ≤ T	PA4 = 0
		T < IRI ≤ T+80 or 170 whichever is higher	PA4 = (IRI - T) x (-\$1.25)
		IRI > T+80 or 170 whichever is higher	Maximum Negative Pay or Corrective action

$$PAE = \frac{A}{-37.75347 \times \log_e(T) + 194.87} - \frac{A}{-37.75347 \times \log_e(IRI) + 194.87}$$

$$A = 1267.2 \left[ \frac{M}{9} + \frac{PD}{150} \right]$$

P = Bid price of last lift of the pavement structure to be evaluated or price listed in table 401.03.07-7B, whichever is higher, per Ton  
 D<sup>1</sup> = Design thickness of last lift to be evaluated, Inch  
 M = Bid price of Milling, per Square Yard  
 T = Target IRI

- 
1. For various design thicknesses of last lift to be evaluated within a segment, calculate the thickness using the following equation:

$$\text{Design thickness of last lift to be evaluated (D)} = \frac{D_1 N_1 + D_2 N_2 + \cdots + D_N N_N}{N_1 + N_2 + N_3 + \cdots + N_N}$$

Where:

$D_N$  = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

$N_N$  = Number of lots of N section with design thickness  $D_N$  of last lift to be evaluated

2. Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment for each lane will not be greater than zero, but may result in a negative pay adjustment.
- 

#### 401.03.08 Core Samples

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The LPA will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Upon completion of an HMA lot, the Laboratory shall drill cores at random locations at least 12 hours after paving. Take cores in the presence of the RE. The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Coring Layout Sheet provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Coring Layout Sheet to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

**HMA cores are to be taken from the HMA lot for quality assurance sampling, testing and analysis within seven (7) days of completing the HMA lot.** For test strip lots and the first traveled way lot, the Laboratory shall deliver cores from the field to the testing Laboratory within 48 hours of completing the lot. The Laboratory shall deliver all other acceptance cores within 7 days of completing the lot.

After each air void lot is placed, the Laboratory shall drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.07.I, the Laboratory shall drill the surface course air void cores for the full depth of pavement.

The Laboratory shall utilize a tamper proof core sample box for core storage and transportation. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the

sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory.

The Laboratory will not accept damaged core samples for testing. If the core sample box exhibits indications of tampering, the core samples will be rejected. If any core samples are rejected, drill a replacement core at the same offset and within 5 feet of the original station and deliver to the Laboratory as specified above within 48 hours.

If the project is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

**401.04 Measurement and Payment**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HMA MILLING, MORE THAN 3" TO 6"	SQUARE YARD
CONCRETE MILLING	SQUARE YARD
MICRO-MILLING	SQUARE YARD
HMA PROFILE MILLING	SQUARE YARD
HOT MIX ASPHALT PAVEMENT REPAIR	SQUARE YARD
SEALING OF CRACKS IN HOT MIX ASPHALT SURFACE COURSE	LINEAR FOOT
POLYMERIZED JOINT ADHESIVE	LINEAR FOOT
TACK COAT	GALLON
TACK COAT 64-22	GALLON
POLYMER MODIFIED TACK COAT	GALLON
PRIME COAT	GALLON
HOT MIX ASPHALT _____ SURFACE COURSE	TON
HOT MIX ASPHALT _____ SURFACE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ BASE COURSE	TON
HOT MIX ASPHALT _____ BASE COURSE HIGH RAP	TON

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

The RE will measure HOT MIX ASPHALT PAVEMENT REPAIR before overlay by the square yard of area bounded by the sawcuts.

The RE will measure TACK COAT, TACK COAT 64-22, PRIME COAT, and POLYMER MODIFIED TACK COAT by the volume delivered, converted to the number of gallons at 60 °F as calculated by the temperature-volume correction factors specified in 902.01.

The RE will measure HOT MIX ASPHALT \_\_\_\_\_ SURFACE COURSE, HOT MIX ASPHALT \_\_\_\_\_ INTERMEDIATE COURSE, and HOT MIX ASPHALT \_\_\_\_\_ BASE COURSE by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT \_\_\_\_\_ SURFACE COURSE.

The Department will not include payment for polymerized joint adhesive in the various paving Items. The Department will make payment for polymerized joint adhesive under POLYMERIZED JOINT ADHESIVE.

The Department will make a payment adjustment for HMA air void quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Reduction Per Lot (\%)}$$

Where:

BP = Bid Price of HMA  
Q = Quantity of HMA in lot receiving payment adjustment  
Reduction Per Lot (%) = Air void Reduction (%) per lot as specified in 401.03.07.H.

The Department will make a payment adjustment for HMA thickness quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Percent Reduction (\%)}$$

Where:

BP = Bid Price of HMA  
Q = Quantity of HMA in lot receiving payment adjustment  
Percent Reduction (%) = Thickness Percent Reduction (%) per lot as specified in 401.03.07.I.

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.07.J.**SECTION 403 – ULTRA-THIN FRICTION COURSE**

#### **403.03.01 Ultra-Thin Friction Course**

REPLACE THE FIRST PARAGRAPH OF SECTION **401.03.01.F** WITH THE FOLLOWING:

**Test Strip.** Construct a test strip for the first 700 to 1,200 square yards placed of ultra-thin friction course. If the ultra-thin friction course paving lot area is less than 700 square yards, the Regional District Local Aid Office may waive the coring requirement. Operate spray paver without mix to determine tack coat application rate for the project. Ensure that the polymer modified tack coat has been placed as specified in 401.03.05. Transport and deliver, spread and grade, and compact as specified in [403.03.01.D](#), [403.03.01.E](#), and [403.03.01.F](#), respectively, and according to the approved paving plan. While constructing the test strip, record the following information and submit to the RE:

### **SECTION 405 – CONCRETE SURFACE COURSE**

#### **405.03.02 Concrete Surface Course**

##### **A. Concreting Plan.**

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06.

##### **I. Thickness Requirements.**

ADD THE FOLLOWING AS THE LAST SENTENCE OF THE FIRST PARAGRAPH OF SECTION **405.03.02.I**:

If the total thickness course paving lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the coring requirement. **J. Ride Quality Requirements.**

4. **Quality Acceptance.**
  - a. **Pay Adjustment.**

# DIVISION 420 – PAVEMENT PRESERVATION TREATMENTS

## SECTION 421 – MICRO SURFACING AND SLURRY SEAL

### 421.03.03 Micro Surfacing Aggregate and Micro Surfacing Emulsion

#### A. Micro Surfacing Plan.

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06 for milling and paving.

#### J. Ride Quality Requirements.

4. Quality Acceptance.
  - a. Pay Adjustment.

## SECTION 422 – FOG SEAL

### 422.01 DESCRIPTION

THE FIRST PARAGRAPH IS CHANGED TO:

This section describes the requirements for furnishing and applying a fog seal surface treatment with a fine aggregate cover. This section also describes the requirements for applying a fog seal strip over HMA longitudinal cold joints.

#### 422.02.01 Materials

THE FIRST PARAGRAPH IS CHANGED TO:

Provide materials as specified:

Fine Aggregate for Fog Seal ..... 901.07.02

- 1 **Asphalt Emulsion.** For fog seal surface treatment and fog seal of HMA longitudinal cold joint provide emulsified asphalt of grades RS-1 or RS-2 in accordance with AASHTO M 140; or provide cationic emulsified asphalt of grades CRS-1 or CRS-2 in accordance with AASHTO M 208; and ensure all emulsified asphalts are provided as specified in 902.01.02.
- 2 **Polymerized Maltene Emulsion.** As an alternative for asphalt emulsion specified above for fog seal strip of HMA longitudinal cold joints provide a polymerized maltene emulsion.

#### 422.03.01 Fog Seal Surface Treatment

##### A. Fog Sealing Plan.

PART (5) IS CHANGED TO:

5. Lighting plan for night operations as specified in 108.06 for paving.

##### D. Surface Preparation.

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

Ensure all repairs are completed prior to beginning fog seal installation. Clean the surface of existing pavement to remove all dust debris, oil and any other materials that may prevent bonding of the fog seal. Ensure that the surface is clean and dry. Remove traffic stripes and traffic markings as specified in 610.03.08.

#### **422.03.02 Fog Seal Strip**

##### **E. Fog Sealing Application**

THE SECOND PARAGRAPH IN PART E IS CHANGED TO:

Apply fog seal in a 2 feet wide strip centered over the HMA longitudinal cold joint, ensuring complete coverage of the HMA longitudinal cold joint. Ensure that the fog seal material completely covers the pavement surface and is not streaked or ribboned. Ensure that the distribution is even with no uncoated areas or puddles of excess emulsion. Correct uncoated or lightly coated areas by applying additional fog seal emulsion. Blot areas showing an excess of fog seal with sand approved by the RE. Remove excess sand and emulsion material. In areas inaccessible to distributor spray bars, use hand spraying equipment.



# DIVISION 600 – MISCELLANEOUS CONSTRUCTION

## SECTION 601 PIPE

### 601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe ..... 909.02.02

### 601.03.01 Pipe

#### B. Excavating.

THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP) pipe. Backfill the undercut with Class C bedding.

#### D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

Before the installation of HDPE and polypropylene (PP) pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE and polypropylene (PP) pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

#### E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

Do not use split couplings to join field-cut HDPE and polypropylene (PP) pipe unless approved by the RE. Ensure that joints are bell and spigot type, or bell and spigot type with a gasket, according to ASTM F 477, to provide a silt-tight seal. Construct pipe connections according to the manufacturer's recommendations for assembly of joint components, lubrications, and making of joints. Ensure that the pipe fittings are free of inclusions and visible defects. Cut the ends of the pipe squarely so as not to adversely affect joining.

#### F Backfilling.

THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

When using corrugated aluminum pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with Class C bedding. When using HDPE and polypropylene (PP) pipe, backfill from the bottom of the trench to 1 foot above the top of the pipe with Class C bedding. When using pipe other than corrugated aluminum, HDPE or polypropylene (PP) pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with suitable excavated material free from stones and rock larger than 2 inches in any dimension. For distances 2 feet above the top of the pipe, backfill using suitable excavated material.

### 601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE and polypropylene (PP) pipe.

**601.03.04 Underdrain**

**A. Excavating.**

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP). Backfill the undercut with Class C bedding.

**601.03.06 Video Inspection of Pipe**

THE SECOND PARAGRAPH IS CHANGED TO:

Perform the video inspection in dry pipe conditions to ensure viewing of the entire pipe circumference. Ensure that a visual numerical registration of the distance the video camera is traveling from the starting point to the ending point within the pipe drainage structure is recorded on the digital footage at all times. Also, ensure that the name of the pipe run and the name of the structure is recorded on the digital footage at all times. Stop the video camera at all joints, lateral connections, breaks, and irregularities to ensure full view at these locations. Ensure that the video provides clear, sharply focused pictures. The Department will not accept blurred or out of focus footage. Submit color digital footage of the inspection to the RE to become the property of the Department. Number the files sequentially and provide a corresponding index for all videos, listing the location, date, size and type of pipe, cross or longitudinal drains, berm, slope, and similar identifying information.

**601.03.07 Deflection Inspection of HDPE Pipe**

THE SUBPART HEADING IS CHANGED TO:

**601.03.07 Deflection Inspection of HDPE Pipe and Polypropylene (PP) Pipe**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Test approximately 25 percent of the length of HDPE and polypropylene (PP) pipe for deflection no sooner than 30 days after installation.

**601.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, the Department will make payment for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

THE FOLLOWING ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
REMOVAL OF RUMBLE STRIP	LINEAR FOOT

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
" POLYPROPYLENE PIPE	LINEAR FOOT
DEFLECTION TESTING OF POLYPROPYLENE PIPE	LINEAR FOOT

THE FOLLOWING IS ADDED:

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

Separate payment will not be made for saw cutting existing pavements, but the cost shall be considered included in the unit price bid for the various pipe and inlet items in the proposal.

Separate payment will not be made for dense graded aggregate backfill of pipe, but the cost shall be considered included in the unit price bid for the various pipe items in the proposal.

## **SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS**

### **606.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

THE FOLLOWING IS ADDED:

Separate payment will not be made for saw cutting existing driveway pavements, but the cost shall be considered included in the unit price bid for the various sidewalk and driveway items in the proposal.

Separate payment will not be made for dense graded aggregate used under driveways, but the cost shall be considered included in the unit price bid for driveways in the proposal.

## **SECTION 607 - CURBS**

### **607.01 Description**

THE SUBSECTION IS CHANGED TO:

This Section describes the requirements for constructing concrete curb, Belgian block curb, granite curb, and HMA curb, and for resetting granite curb.

### **607.02 MATERIALS**

#### **607.02.01 Materials**

**THE FOLLOWING IS ADDED:**

Provide materials as specified:

Belgian Block Curb .....910.04

### **607.03 CONSTRUCTION**

#### **607.03.05 Granite Curb**

**THE SUBSECTION IS CHANGED TO:**

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

**607.03.05 Granite and Belgian Block Curb**

Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate the concrete by hand spading or using internal mechanical vibrators.

Set granite curb in concrete ensuring that the top surface is at the required grade. Ensure that joints are at most 1/4 inch wide for dressed and 3/8 inch wide for quarry-split curb. Point the joints using mortar. Place 1/2 inch preformed joint filler between the granite curb and concrete pavement. Seal with hot-poured joint sealer.

Set Belgian Block curb units in concrete ensuring that the top surface is at the required grade and the face of the individual blocks conforms to the required slope / batter for the finished curb face. Ensure that the joints are at most 1/2 inch wide between individual blocks. Point the joints using mortar.

Backfill and compact using the directed method, as specified in 203.03.02.B.3, against the curb.

**607.04 Measurement and Payment**

**THE FOLLOWING IS ADDED:**

The Department will not measure sawcutting and will include payment in the pay items for curb of the various types in the proposal.

**THE FOLLOWING IS ADDED TO THE LIST OF PAY ITEMS:**

<i>Pay Item</i>	<i>Pay Unit</i>
BELGIAN BLOCK CURB	LINEAR FOOT

**SECTION 608 NON-VEGETATIVE SURFACES**

**608.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavated material available for use as bedding.

**SECTION 609 – BEAM GUIDE RAIL**

**609.03.01 Beam Guide Rail**

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

Remove trees and shrubs as specified in 801.03 and 802.03 from the entire guide rail element extending 4 feet behind the guide rail post.

**609.03.05 Reset Beam Guide Rail**

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

Remove trees and shrubs as specified in 801.03 and 802.03 from the entire guide rail element extending 4 feet behind the guide rail post.

**STRIPS SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS**

**610.03.03 RPMs (Raised Pavement Markers)**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that RPMs are installed within 14 days of opening each day’s surface paving to traffic.

**610.04 MEASUREMENT AND PAYMENT**

THE SUBPART IS CHANGED TO:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
TRAFFIC STRIPES, ___ "	LINEAR FOOT
TRAFFIC MARKINGS LINES, ___ "	LINEAR FOOT
TRAFFIC MARKINGS SYMBOLS	SQUARE FOOT
TRAFFIC MARKINGS ROUTE SYMBOLS	SQUARE FOOT
RPM, MONO-DIRECTIONAL, WHITE LENS	UNIT
RPM, MONO-DIRECTIONAL, AMBER LENS	UNIT
RPM, BI-DIRECTIONAL, AMBER LENS	UNIT
REMOVAL OF RPM	UNIT
REMOVAL AND REPLACEMENT OF RPM LENS	UNIT
FLEXIBLE DELINEATOR, GROUND MOUNTED	UNIT
RUMBLE STRIP	LINEAR FOOT
REMOVAL OF TRAFFIC STRIPES	LINEAR FOOT
REMOVAL OF TRAFFIC MARKINGS	SQUARE FOOT
REMOVAL OF RUMBLE STRIP	LINEAR FOOT

The Department will measure TRAFFIC STRIPES and TRAFFIC MARKINGS LINES by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

The Department will measure rumble strip by the linear foot measured in the longitudinal direction of the rumble strip without deducting the interval spacing between rumble strips and the gaps for RPM placement and make payment under the Item RUMBLE STRIP.

The Department will not include payment for traffic stripes in RUMBLE STRIP. The Department will make payment for traffic stripes placed in conjunction with constructing a centerline rumble strip under TRAFFIC STRIPES as specified in 610.04.

The Department will not measure the gaps such as WIM locations in the Rumble Strip.

## **SECTION 611 – CRASH CUSHIONS**

### **611.03.02 Crash Cushion, Compressive Barrier**

THE SUBPART IS CHANGED TO:

At least 10 days before beginning the work, submit the manufacturer's installation guide to the RE. Install compressive crash cushions including transitions according to the manufacturer's recommendations and as shown on the Plans. Install permanent compressive crash cushions on a concrete pad foundation according to the manufacturer's recommendation. Submit working drawings for the concrete pad foundation for each location.

# DIVISION 800 – LANDSCAPING

## SECTION 804 – TOPSOIL SPREADING

### 804.03 CONSTRUCTION

#### 804.03.01 Topsoil Spreading

THIS SUBSECTION IS CHANGED TO THE FOLLOWING:

Store topsoil obtained from stripping in stockpiles as specified in [202.03.03.B](#) and below in 804.03.02. In no circumstances shall stripped topsoil be placed directly on asphalt surfaces.

Scarify the subsoil to a depth of 6 inches, in the area to be topsoiled, to improve porosity and to improve the bond between slope and topsoil. Remove from the scarified area stones 2 inches or larger in any dimension and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps. For slopes of 2H:1V or steeper, and the RE will direct the depth of scarification to create ridges (such as by a dozer track) in the subsoil surface parallel to the bottom of the slope.

After the RE has approved the prepared surface elevations, spread topsoil and smooth to grade to produce the required thickness. For slopes of 2H:1V or steeper, create ridges (such as by a dozer track) in the topsoil surface parallel to the bottom of the slope to hold the seed in place and to retain moisture.

Ensure that ground areas are not damaged by the delivery, handling, or storage of materials, by washouts due to drainage diversion, by workers, or by equipment. Repair such damage by grading, scarifying the subsoil to a depth of 12 inches, fertilizing, seeding, and mulching as specified in [806.03.01](#).

### 804.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
TOPSOIL SPREADING, 4" THICK	SQUARE YARD

The Department will include areas designated for restoration adjacent to newly constructed curb of the various types, newly constructed sidewalk and driveways, and newly constructed handicapped accessible curb ramps in the measured area for TOPSOIL SPREADING, 4" THICK.

The Department will not make payment for borrow topsoil necessary to address the repair areas adjacent to the designated new construction areas. The cost of borrow topsoil will be included in the price bid for TOPSOIL SPREADING, 4" THICK.

## DIVISION 900 – MATERIALS

### SECTION 902 – ASPHALT

#### 902.01.01 Asphalt Binder

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

#### 902.02.01 Mix Designations

PART (4) IS CHANGED TO:

4. “E” The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

#### 902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

#### A General Acceptance Requirements.

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer’s recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer’s recommended laydown temperature.

#### 902.02.04 Sampling and Testing

THE FOLLOWING SUBSECTION IS ADDED:

- E. **Acceptance of HMA.** The Department may accept the HMA as specified in 902.02.04.A through 902.02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form “DS-8 HMA Testing Summary Report – State Aid” provided on the [Local Aid Website](#) must be utilized by the Laboratory to report their findings to the RE.

Alternatively, the Department may accept the HMA by [Certification of Compliance](#) according to 106.07.



**902.05 STONE MATRIX ASPHALT (SMA)**

**902.05.01 Composition of Mixture**

THE FIFTH PARAGRAPH IS CHANGED TO:

For fine aggregate, use 100 percent manufactured stone sand conforming to 901.05.02. Ensure that the combined fine aggregate of 100 percent manufactured stone sand in the mixture conforms to the requirements in Table 902.02.02-2.

**902.05.02 Mix Design**

TABLE 902.05.02-1 AND TABLE 902.05.02-2 ARE CHANGED TO:

<b>Production Control Tolerances from JMF1</b>	<b>Sieve Size</b>	<b>19 mm % Passing</b>	<b>12.5 mm % Passing</b>	<b>9.5 mm % Passing</b>
0%	1"	100	100	100
±3%	3/4"	90 – 100	100	100
±5%	1/2"	50 – 88	90 – 100	100
±5%	3/8"	25 – 60	50 – 80	70 – 95
±6%	No. 4	20 – 28	20 – 35	30 – 50
±3%	No. 8	16 – 24	16 – 24	20 – 30
±4%	No. 16	–	–	0 – 21
±3%	No. 30	–	–	0 – 18
±3%	No. 50	–	–	0 – 15
±2%	No. 200	7.0 – 11.0	7.0 – 11.0	7.0 – 12.0
–	Coarse Aggregate Fraction	Portion Retained on No. 4 Sieve	Portion retained on No. 4 Sieve	Portion retained on No. 8 Sieve

1. Production tolerances are for the approved JMF and may not fall outside of the wide band gradation limits.

<b>Property</b>	<b>Production Control Tolerances</b>	<b>Requirement</b>
Air Voids	±1%	3.5%
Voids in Mineral Aggregate (VMA)	–	17.0% minimum
VCAmix	–	Less than VCA <sub>DRC</sub>
Draindown @ production temperature <sup>1</sup>	–	0.30% maximum
Asphalt Binder Content (AASHTO T 308) <sup>2</sup>	±0.40%	6% minimum <sup>3</sup>
Tensile Strength Ratio (AASHTO T 283)	–	80% minimum

- For design, conduct draindown test at anticipated mixing temperature and 15°F higher. Ensure draindown test meets requirement at both temperatures. For production, conduct draindown test at 15°F higher than anticipated mixing temperature.
- Asphalt binder content may not be lower than the minimum after the production tolerance is applied.
- Aggregate blends with a Gsb value of 2.90 and higher may produce the mix with a minimum asphalt content of 5.8% with ME approval.

### 902.05.03 Sampling and Testing

THE ENTIRE SUBSECTION IS CHANGED TO:

- A. **General Acceptance Requirements.** Ensure that the mix meets the requirements as specified in 902.02.04.A.
- B. **Sampling.** The ME will take a random sample from each 700 tons of production for volumetric acceptance testing and to verify composition. The ME will perform sampling according to AASHTO T 168, NJDOT B-2, or ASTM D 3665. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the ME.
- C. **Quality Control Testing.** Perform quality control testing as specified in 902.02.04.C.

For each acceptance test, perform testing for draindown according to AASHTO T 305 at 15°F above the mixing temperature.

Perform bulk specific gravity of coarse aggregates ( $G_{CA}$ ) and dry-rodded voids in coarse aggregate  $VCA_{DRC}$  testing according to AASHTO R 46 by sampling and drying aggregates according to AASHTO R 90 and AASHTO T 255, respectively. The ME shall ensure that the  $G_{CA}$  and  $VCA_{DRC}$  of the aggregate blend has been determined within 7 days of the start of production. Stop production and conduct  $VCA_{DRC}$  test immediately when there are major changes to aggregate blend percentages. When performing the  $VCA_{DRC}$  test during production, use the  $G_{CA}$  value that was determined prior to production. The ME may request additional  $VCA_{DRC}$  tests to be conducted with or without requiring a new  $G_{CA}$  test to be performed at any time.

- D. **Acceptance Testing and Requirements.** The ME will determine volumetric properties at 75 gyrations for acceptance from samples taken, compacted, and tested at the HMA plant according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the QC maximum specific gravity test result in calculating the volumetric properties of the SMA. The ME will determine  $VCA_{mix}$  according to AASHTO R 46.

If the acceptance sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or  $VCA_{mix}$  is greater than  $VCA_{DRC}$ , immediately take a quality control sample for testing. If the quality control sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or  $VCA_{mix}$  is greater than  $VCA_{DRC}$ , immediately stop production and shipping.

If the test results other than the No. 4 sieve or  $VCA_{DRC}$  are outside of the production control tolerances specified in Table 902.05.02-1 or Table 902.05.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.05.02-1 or Table 902.05.02-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition, air voids, draindown,  $VCA_{mix}$ , and VMA meet the production control tolerances specified in Table 902.05.02-1 and Table 902.05.02-2. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.05.02-1 or Table 902.05.02-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval.

### 902.06.01 Composition

THE SECOND PARAGRAPH IS CHANGED TO:

The mixture shall consist of asphalt binder and aggregate and may contain a WMA additive. Use asphalt binder that is PG 64S-22 as specified in 902.01.01. Use aggregate that conforms to 901.05.01 or 901.05.02 and the gradation requirements specified in Table 902.06.01-1.

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

**902.07.02 Asphalt-Rubber Binder**

PART (2) SUBSECTION (A) IS CHANGED TO:

**2. Asphalt Binder.**

- a. Use asphalt binder that conforms to AASHTO M 332, Table 1; PG 64S-22, PG 58-28 or an approved blend of both grades. The asphalt binder producer is required to provide the asphalt binder quality control plan annually to the ME for approval. Ensure that the quality control plan conforms to AASHTO R 26. Submit to the ME a certification of compliance, as specified in 106.07, for the asphalt binder. The ME will perform quality assurance sampling and testing of each asphalt binder lot as defined in the approved quality control plan.

**902.13.01 Mix Designations**

PART (4) IS CHANGED TO:

- 4. “E” The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

**902.13.03 Mix Design**

TABLE 902.13.03-2 CHANGED TO:

Table 902.13.03-2 Performance Testing Requirements for HMA HIGH RAP Design				
Test	Requirement			
	Surface Course		Intermediate and Base Course	
	PG 64S-22	PG 64E-22	PG 64S-22	PG 64E-22
APA @ 8,000 loading cycles (AASHTO T 340)	≤ 7 mm	≤ 4 mm	≤ 7 mm	≤ 4 mm
Overlay Tester (NJDOT B-10)	≥ 200 cycles	≥ 275 cycles	≥ 100 cycles	≥ 150 cycles

**902.13.04 Sampling and Testing**

TABLE 902.13.04-2 CHANGED TO:

Table 902.13.04-2 Surface Course Performance Testing Pay Adjustments for HMA HIGH RAP			
	Surface Course		PPA
	PG 64S-22	PG 64E-22	
APA @ 8,000 loading cycles, mm (AASHTO T 340)	$t \geq 7$	$t \leq 4$	0
	$7 < t \leq 10$	$4 < t \leq 7$	PG 64S-22: $-50(t-7)/3$ PG 64E-22: $-50(t-4)/3$
	$t > 10$	$t > 7$	-100 or Remove & Replace
Overlay Tester, cycles (NJDOT B-10)	$t \geq 200$	$t \geq 275$	0
	$200 > t \geq 150$	$275 > t \geq 200$	Surface PG 64S-22: $-(200-t)$ Surface PG 64E-22: $-(275-t)/1.5$
	$t < 150$	$t < 200$	-100 or Remove & Replace

TABLE 902.13.04-3 CHANGED TO:

POPLAR DRIVE ROAD IMPROVEMENTS, VALLEY ROAD (CR512) TO CEDAR DRIVE  
TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ.

	Intermediate and Base Course		PPA
	PG 64S-22	PG 64E-22	
APA @ 8,000 loading cycles, mm (AASHTO T 340)	$t \leq 7$	$t \leq 4$	0
	$7 < t \leq 10$	$4 < t \leq 7$	PG 64S-22: $-50(t-7)/3$ PG 64E-22: $-50(t-4)/3$
	$t > 10$	$t > 7$	-100 or Remove & Replace
Overlay Tester, cycles (NJDOT B-10)	$t \geq 100$	$t \geq 150$	0
	$100 > t \geq 75$	$150 > t \geq 110$	Intermediate PG 64S-22: $-(2t-200)$ Intermediate PG 64E-22: $-1.25(150-t)$
	$t < 75$	$t < 110$	-100 or Remove & Replace

## SECTION 903 – CONCRETE

### 903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

Portland Cement, Type I, II, and Type III..... ASTM C 150  
 Blended Hydraulic Cement, Type IS, IP, and IL ..... ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

### 903.03.05 Control and Acceptance Testing Requirements

#### E. Acceptance Testing for Strength for Pay-Adjustment Items.

Concrete Items which are subject to pay adjustment and the base prices are as follows:

ITEMS	DESCRIPTION	UNIT	BASE PRICE
507021P	CONCRETE BRIDGE DECK	CY	\$500.00
507036P	CONCRETE BRIDGE PARAPET	LF	\$305.00
505039P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-36), 36" X 15"	LF	\$125.00

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505042P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-36), 36" X 18"	LF	\$130.00
505015P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-36), 36" X 27"	LF	\$170.00
505045P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-36), 36" X 21"	LF	\$160.00
505018P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-36), 36" X 33"	LF	\$170.00
505021P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-36), 36" X 39"	LF	\$175.00
505024P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-36), 36" X 42"	LF	\$185.00
505003P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 45"	LF	\$155.00
505006P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 54"	LF	\$155.00
505048P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-48), 48" X 15"	LF	\$160.00
505051P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-48), 48" X 18"	LF	\$135.00
505009P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 63"	LF	\$185.00
505027P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-48), 48" X 27"	LF	\$215.00
505054P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-48), 48" X 21"	LF	\$215.00
505030P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-48), 48" X 33"	LF	\$185.00
505033P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-48), 48" X 39"	LF	\$220.00
505036P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-48), 48" X 42"	LF	\$230.00
505012P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 72"	LF	\$200.00
502045M	CAST-IN-PLACE CONCRETE PILE, DRIVEN, 12" DIAMETER	LF	\$50.00
502090M	PRECAST CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$90.00
502132M	PRESTRESSED CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$50.00
502135M	PRESTRESSED CONCRETE PILE, DRIVEN, 14" X 14"	LF	\$50.00
502138M	PRESTRESSED CONCRETE PILE, DRIVEN, 16" X 16"	LF	\$50.00
502141M	PRESTRESSED CONCRETE PILE, DRIVEN, 18" X 18"	LF	\$50.00
502144M	PRESTRESSED CONCRETE PILE, DRIVEN, 20" X 20"	LF	\$75.00
502147M	PRESTRESSED CONCRETE PILE, DRIVEN, 22" X 22"	LF	\$75.00
502150M	PRESTRESSED CONCRETE PILE, DRIVEN, 24" X 24"	LF	\$75.00
502151M	PRESTRESSED CONCRETE PILE, DRIVEN, 30" X 30"	LF	\$75.00
502156M	PRESTRESSED CONCRETE PILE, DRIVEN, 54" DIAMETER	LF	\$200.00

## SECTION 909 – DRAINAGE

### 909.02.02 HDPE Pipe

THE SUBPART HEADING IS CHANGED TO:

### 909.02.02 HDPE Pipe and Polypropylene (PP) Pipe

THE ENTIRE SUBPART IS CHANGED TO:

Use corrugated HDPE drainage pipe that conforms to AASHTO M 294 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use corrugated polypropylene (PP) drainage pipe that conforms to AASHTO M 330 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

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Use HDPE and polypropylene (PP) pipe from a manufacturer who is an AASHTO NTPEP (National Transportation Product Evaluation Program) certified manufacturer. For a list of NTPEP certified manufacturers, see the following webpage: <https://data.ntpep.org/>.

Submit a certification of compliance, as specified in 106.07, for HDPE and polypropylene (PP) pipe.

## SECTION 910 – MASONRY UNITS

### 910.04 STONE CURB

THE FOLLOWING IS ADDED TO THIS SECTION:

Stone curb shall be as indicated on the construction details included on the plans.

## SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

### 911.01.01 Materials

#### B. Retroreflective Sheeting.

TABLE 911.01.01-2 IS CHANGED TO:

Table 911.01.01-2 Allowable Sign Sheeting Types		
Sign Type	Test Method	Type
Regulatory and Warning Signs	ASTM D 4956	Type III, Type VIII, Type IX or Type XI <sup>1</sup>
Guide Signs Mounted on Steel “U” Posts	ASTM D 4956	Type III, Type VIII, Type IX or Type XI
Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports	ASTM D 4956	Type VIII, Type IX or Type XI <sup>2</sup>
<ol style="list-style-type: none"> <li>1. Ground-mounted signs with white background shall be ASTM Type IX.</li> <li>2. Do not use ASTM Type XI sheeting with any existing sign lighting improvement or signs that are lit.</li> </ol>		

### 911.01.02 Fabrication

#### A. Sign Panels.

THE SECOND PARAGRAPH IN PART A IS CHANGED TO:

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in Table 911.01.02-1. Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the 2004 Edition of Standard Highway Signs and Markings Book. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

#### C. Legends and Borders.

THE FIRST PARAGRAPH IN PART C IS CHANGED TO:

The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the 2004 Edition of Standard Highway Signs and Markings Book. Ensure that the lettering is aligned, spaced, and sized according to 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the working drawings. Apply the legend and borders using the following methods:

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#### 911.01.04 Acceptance Inspection

THE FIRST PARAGRAPH IS CHANGED TO:

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

### SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

#### 912.01.04 Concrete Stain

THE SUBSECTION IS CHANGED TO:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellent. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

Table 912.01.04-1 Requirements for Concrete Stain		
Property	Value	ASTM Test Method
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587
VOC	<100 g/L	D 2369

#### 912.04.02 Removable Pavement Marking Tape

##### A. Temporary Pavement Tape.

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for temporary pavement tape.

##### B. Removable Black Line Masking Tape.

THE THIRD PARAGRAPH IN PART B IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for removable black masking tape.

### SECTION 913 – GUIDE RAIL, FENCE, RAILING, AND BOX BEAM

#### 913.04 BOX BEAM FOR CONSTRUCTION BARRIER CURB

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that the box beam is made of cold-formed welded and seamless structural tubing. Ensure that the box beam conforms to ASTM A 500, Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes, Grade C.

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## SECTION 914 – JOINT MATERIALS

### 914.04.03 Modular

THE SUBPART IS RENAMED TO:

### 914.04.03 Modular Expansion Joint Assemblies

#### B. Materials.

PART 1 IS CHANGED TO:

1. Use structural steel conforming to the requirements of AASHTO M 270M / M 270 (ASTM A 709 / A 709M), Grade 50, or Grade 50W with Zone 2 CVN requirements for centerbeams, supporting beams, and yokes. Use structural steel AASHTO M 270 M / M (ASTM A 709 / A 709M) Grade 36, Grade 50, or Grade 50W for other steel components. Do not use aluminum components.

PART 3 IS CHANGED TO:

3. Use PTFE that is 100 percent virgin material, woven PTFE fabric, or dimpled PTFE conforming to the material requirements in Section 14 of the AASHTO LRFD Bridge Design Specifications, and Section 19 of AASHTO LRFD Bridge Construction Specifications.

THE 2<sup>ND</sup> PARAGRAPH IS CHANGED TO:

Perform prequalification tests, Open Movement and Vibration (OMV) testing and Seal Push-Out (SPO) testing, according to AASHTO LRFD Construction Specifications Section 19/A19 and provide testing report. Certify that the tested modular expansion joint assembly has passed the prequalification tests required in AASHTO LRFD Construction Specifications.

THE FOLLOWING IS ADDED AT THE END:

Provide certification that materials of bearings, springs, and equidistant devices used in the project product are identical to those used in the prequalification tests in material composition and formulation, and conform to the same manufacturing process, fabrication procedure, and configuration as those used in the prequalification tests. In addition, certify that these materials and fabrication procedures are as per working drawing plans and specifications provided by the manufacturer at the time of approval.

## SECTION 915 – TIMBER AND TIMBER TREATMENT

### 915.04 DIMENSION LUMBER, TIMBER, AND DECKING FOR STRUCTURES

THE FIRST PARAGRAPH IS CHANGED TO:

Use dimension lumber, timber, glued-laminated timber, and decking for structures that conform to AASHTO M 168 with the following modifications:

1. Manufacture dimension lumber and timber from Southern pine or Douglas fir of structural grade that conforms to the grading rules of the Southern Pine Inspection Bureau or the Western Lumber Inspection Bureau. Ensure that the grading is performed by an agency approved by the Board of Review of the American Lumber Standards Committee. Use Southern pine that is designated and graded as No. 2 if 2 to 4 inches nominal thickness and as No. 1 if 5 inches nominal thickness or thicker. Use Douglas fir that is designated and graded as Dense No. 1.
2. For decking subjected to vehicular traffic, use timber that is graded as No. 1 Dense Southern Pine or Douglas-fir lumber and timbers. Dress timber for bridge decking square edged S4S.
3. For decking used exclusively by pedestrians, use No. 1 grade Southern Pine or Douglas-fir lumber and timbers that are dressed square edged S4S.

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4. Treat timber as specified in 915.05, except do not preserve timber railing systems and decking used by pedestrians with creosote. In addition, do not preserve timber decking to be covered with an HMA overlay with creosote.

**915.05 TIMBER TREATMENT**

THE ENTIRE SUBSECTION IS CHANGED TO:

Treat wood species according to AASHTO M 133 and AWP Standards U1-20 and T1-20, including those as summarized in Table 915.05-1, Table 915.05-2, and Table 915.05-3.

<b>Table 915.05-1 Treatment for Sawn Timber Posts</b>			
<b>Type of Wood</b>	<b>Location/Environment</b>	<b>AASHTO Treatments</b>	<b>AWPA Standard Reference for Minimum Retention Level</b>
Southern Pine	Soil or Fresh Water	CCA or Pentachlorophenol	UC4A
Douglas Fir	Soil or Fresh Water	ACZA	UC4A

<b>Table 915.05-2 Treatment for Round Timber Piles</b>			
<b>Type of Wood</b>	<b>Location/Environment</b>	<b>AASHTO Treatments</b>	<b>AWPA Standard Reference for Minimum Retention Level</b>
Southern Pine	Soil or Fresh Water	CCA	UC4C
Southern Pine	Marine	CCA	UC5B
Douglas Fir	Soil or Fresh Water	ACZA	UC4C
Douglas Fir	Marine	ACZA	UC5B

<b>Table 915.05-3 Treatment for Timber Sheet Piling and Timber for Structures</b>			
<b>Type of Wood</b>	<b>Location/Environment</b>	<b>AASHTO Treatments</b>	<b>AWPA Standard Reference for Minimum Retention Level</b>
Southern Pine	Soil or Fresh Water	CCA or Pentachlorophenol	UC4B
Southern Pine	Marine	CCA	UC5B
Douglas Fir	Soil or Fresh Water	ACZA	UC4B
Douglas Fir	Marine	ACZA	UC5B

Notify the ME at least 14 days before treating timber. If directed by the ME, perform an assay to determine the retention of preservative according to AASHTO M 133 and referenced AWP standards. Submit certification of compliance as specified in 106.07. Attach the assay report to the certification.

The use of uncoated pressure-treated timber using the above timber treatments, as specified in Table 915.05-1, Table 915.05-2, and Table 915.05-3, may not be permitted in areas containing shellfish or submerged aquatic vegetation, or in other environmental sensitive areas. Alternative materials, such as plastic, natural cedar or other untreated wood, polymer coated pressure-treated wood, concrete or other inert products, may be required by regulatory agencies. Prior to using treated timber products, contact the NJDOT Bureau of Landscape Architecture and Environmental Solutions or the Division of Environmental Resources, as appropriate.

All lumber and timber, including those specified in Table 915.05-1, Table 915.05-2, and Table 915.05-3, must be pressure treated according to current AWP or AASHTO M 133 standards. Preservatives are subject to EPA Guidelines 2004 with restricted use of CCA preservatives.

## SECTION 917 – LANDSCAPING MATERIALS

### 917.08 PLANT MATERIALS

#### H. Inspection.

Notify the RE at least 72 (hours or days) in advance of delivery to the Project Limits for installation.

## SECTION 919 – MISCELLANEOUS

### 919.05 GEOMEMBRANE LINER

TABLE 919.05-1 IS CHANGED TO:

Property	Test Method	Requirements
Specific Gravity (Resin & Carbon Black)	ASTM D 792	> 0.940
Melt Index	ASTM D 1238	< 0.4 g/10 min
Carbon Black Content	ASTM D 1603	2 – 3 %

# **DIVISION 1000 – EQUIPMENT**

## **SECTION 1001 – TRAFFIC CONTROL EQUIPMENT**

### **1001.01 FLASHING ARROW BOARD**

SUBSECTION HEADING AND THE ENTIRE TEXT ARE CHANGED TO:

#### **1001.01 ARROW BOARD**

Provide either Type A or Type C or both types of arrow boards. Ensure the arrow board elements conform to the MUTCD and the following requirements:

1. Non-reflective, black boards equipped with battery-operated amber lights.
2. A minimum peak luminous intensity of 8,800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1,500 candelas when the ambient light level drops to 5 foot-candles.
3. A light on the rear face of the board to indicate that the lights are operating.
4. Solid state controls with polarity and surge protection.
5. Panel operation controls mounted in a lockable enclosure.

Ensure the arrow boards are equipped with a diesel charged battery system. Do not use gasoline powered systems. With RE approval, the Contractor may use the arrow boards equipped with solar charged battery systems in non-moving operations. The Department may require a solar charged battery system in noise sensitive areas.

Securely mount arrow boards on a manufacturer-approved 2 wheeled towing trailer.

#### **1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS**

THE ENTIRE SUBSECTION IS CHANGED TO:

Provide a truck affixed with a bed-mounted type C arrow board, as specified in 1001.01, and a rear mounted crash cushion. Ensure the weight of the truck with the type C arrow board and the rear mounted crash cushion is minimum total weight of 10 tons. The Contractor may use ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

1. Meets crash-worthiness requirements as specified in 159.03.02.
2. Designed to be attached to the rear of a truck.
3. Equipped with a 90 degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.
4. If equipped with energy absorbing modules, ensure that they are painted yellow.
5. Displays alternating 6 inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted “V” chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.
6. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.

## STATE FUNDED PROJECT ATTACHMENT 1

### SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.
- C. Definitions**
- 1. Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.  
  
Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:
    - a. Small business with gross revenues that do not exceed \$3 million.
    - b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
    - c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.  
The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.  
  
Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:
    - a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
    - b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
    - c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
      1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
      2. Consultants employed under contracts for which the business wants to be eligible as a small business.
  - 2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and

quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

3. **Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.
4. **SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. **SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13 et seq. which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

**D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.

1. Post Award Obligations

- a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
- b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)

2. Affirmative Action After Award of the Contract

- a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
  - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
  - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
  - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
- b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which

firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
- (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

- c. **Meeting Contract SBE Goal.** Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- d. **Termination, Substitution or Replacement of SBEs.** Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution, or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker, submit a Revised CR-266 – Schedule of DBE/ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution, or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per Section 108.
- e. **Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.

- F. **SBE Goals for this Contract.** This Contract includes a goal of awarding   0   percentage of the Total Contract Price to subcontractors qualifying as SBEs.

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

The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to

meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

#### **G. Counting SBE Participation.**

1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.
2. The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
3. The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.
4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.
5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform and performed by the Contractor will be applied toward the Contract SBE goal. Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.
6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is an SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the Contract SBE goal.

#### **H. Commercially Useful Function**

1. **Performance of Work.** The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
2. **Managing Work.** The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.
3. **Responsibility of Work.** A SBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
4. **Equipment of SBE.** The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long-term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the SBE firm or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any

other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

5. **Lease of Equipment.** A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll if it is the generally accepted industry practice, but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **SBE Trucking.** SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured, and operational truck used on the Contract.

The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval, and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **SBE Regular Dealers.** SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
8. **SBE Manufacturers.** SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.
9. The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.



I. **Good Faith Effort.** To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:

1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices, or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.

Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor

2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.
4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor

of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

#### **J. Submission of Affirmative Action Program**

Contractors, subcontractors, and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's SBE Liaison Officer to administer the firm's Small Business Program.
7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. SBE Liaison Officer.** Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract and ensuring that the Contractor complies with all provisions of the SBE Program.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

**N. Documentation**

1. **Requiring of Information.** The Department or the State funding agencies may at any time require information as specified in Subsection 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor, or subcontractor with the terms of the Contract.
2. **Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:
  - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
  - b. Work, services, and materials which are not performed or supplied by the Contractor.
  - c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made, and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
  - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
  - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
  - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
  - h. Documentation outlining EEO workforce information for the Contract.
  - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
3. **Submission of Reports, Forms and Documentation.** Submit reports, forms, and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports, or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.
- O. **Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers, and manufacturers is made in accordance with Section 109.
- P. **Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules, and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## STATE FUNDED PROJECT ATTACHMENT 2

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

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

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

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

1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

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

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

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

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

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

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment

and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veteran's status, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
  - b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a.) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
    - i. The Contractor or subcontractor shall interview the referred minority or women worker.
    - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
    - iii. The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in 6(i) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - iv. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b.) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral,

or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

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

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

- C. Equal Employment Opportunity Officer.** Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter “EEO Officer”) who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

**D. Dissemination of Policy.**

- 1. Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.
  - b. **EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.
2. Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.
    - a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.
    - b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

#### **E. Recruitment**

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

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



1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

**G. Training and Promotions.**

1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.
2. Consistent with the Contractor's workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
3. Advise employees and applicants for employment of available training programs and entrance requirements for each.
4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.

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

1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
2. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.
5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

- I. Subcontracting.** The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract's Equal Employment Opportunity obligations.

**J. Records and Reports**

1. Keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. Records kept will be designed to indicate:
  - a. The work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
  - d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
2. All such records must be retained for a period of five (5) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

### STATE FUNDED PROJECT ATTACHMENT 3

#### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

**A. Minority and Women Employment Goal Obligations.** The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups." The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

<b>Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects</b>		
County	Minority % Participation Percent	Women % Participation Percent
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

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

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

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
  2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
  3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
  4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- D.** Comply with the other requirements of these EEO Special Provisions.
- E.** Reporting Requirements.
1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
    - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with

N.J.A.C. 17:27-7. Also, submit the information within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasury's website at:

[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa202.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202.pdf).

Instructions for completing the form can be found online at:  
[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf).

- b. Monthly, complete and submit an AA 202 - Monthly Project Workforce Report – Construction form for the duration of the Contract. This form may be completed:
  - (1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:
  - (2) Input electronically directly onto the AA-202 form via the Department of the Treasury's Premier Business Services Online Forms web application. Information about how to register and access the Premier Business Services web application can be found at: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/PBS-Introduction-Page.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/PBS-Introduction-Page.pdf). Follow all instructions to set up online access to the web application.
  - (3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <https://www.nj.gov/transportation/business/civilrights/pdf/CC257R.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web-based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month.
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## STATE FUNDED PROJECT ATTACHMENT 4

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

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

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. and Executive Order 11246, it shall take the following actions:

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

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
- G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
- H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

## STATE FUNDED PROJECT ATTACHMENT 5

### PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

- A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
1. Each employee's full name and address of each such employee.
  2. The ethnicity and gender of each employee.
  3. Each employee's specific work classification (s).
  4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
  5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  6. Each employee's gross wage.
  7. The itemized deductions made.
  8. The net wages paid.
- B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.
- C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

## STATE FUNDED PROJECT ATTACHMENT 6

### AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

#### **Equal Opportunity for Individuals with Disabilities.**

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

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

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

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



# **APPENDIX A**

## **PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

**TOWNSHIP OF LONG HILL**  
**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

The Contractor, prior to receiving a progress payment, shall submit to the Township Engineer, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Contractor submits this information.

Certification shall be made on the following standard form.

To:                    *Paul W. Ferriero, PE, PP, CME, Township Engineer*  
                          *Township of Long Hill*  
                          *915 Valley Road*  
                          *Gillette, NJ 07933*

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## **APPENDIX B**

**Prevailing Wage Rates  
(to be inserted after award)**