

RESOLUTION R: 222 – 22

**RESOLUTION AWARDDING CONTRACT FOR CHARLES III DRIVE PHASE II
ROADWAY IMPROVEMENTS FOR THE BOROUGH OF GLASSBORO
(PAVING PLUS, LLC.)**

WHEREAS, the Borough of Glassboro received sealed Bids on September 8, 2022 for Charles III Drive Phase II Roadway Improvements for the Borough of Glassboro; and

WHEREAS, Paving Plus, LLC was the successful vendor, complying with all specifications.

WHEREAS, Karyn Paccione, CFO for the Borough of Glassboro certifies the above referenced dollar amount is available through the following line item(s): G-01-41-782-022-302, 2022 Municipal Aid Charles III Phase II; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Glassboro, that Paving Plus, LLC, Franklinville, New Jersey be and hereby is awarded the Contract for Charles III Drive Phase II Roadway Improvements for the Borough of Glassboro in accordance with and as more particularly described in the proposal submitted by said vendor and in accordance with the terms and conditions set forth in the specifications promulgated by the Borough of Glassboro.

BE IT FURTHER RESOLVED that the Mayor and/or Borough Administrator and the Borough Clerk be and are hereby authorized to execute an Agreement on behalf of the Borough of Glassboro for Charles III Drive Phase II Roadway Improvements.

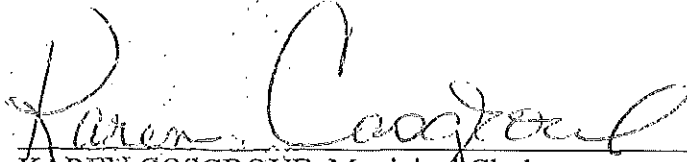
ADOPTED at a meeting of the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey held September 27, 2022.

BOROUGH OF GLASSBORO



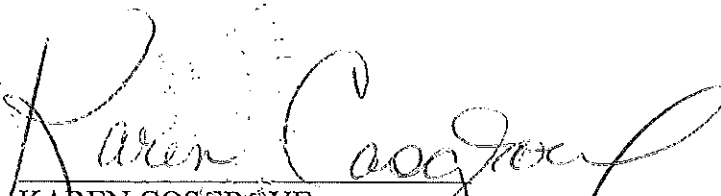
JOHN E. WALLACE, III, Mayor

Attest:


KAREN COSGROVE, Municipal Clerk

CERTIFICATION

I, Karen Cosgrove, Municipal Clerk, of the Borough of Glassboro, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Glassboro held on September 27, 2022.

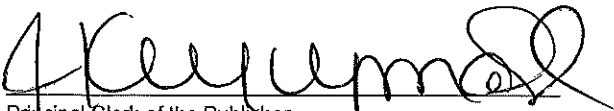

KAREN COSGROVE
Municipal Clerk



State of New Jersey,) ss
County of Gloucester)

Jeanette Kryzmaliski being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that South Jersey Times is a public newspaper, with general circulation in Camden, Cumberland, Gloucester, and Salem Counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

South Jersey Times 08/25/2022


Principal Clerk of the Publisher

Sworn to and subscribed before me this 25th day of August 2022


Notary Public

LORETTA A. DORAN
NOTARY PUBLIC OF NEW JERSEY
Commission # 50035436
My Commission Expires 4/6/2026

**PUBLIC NOTICE
NOTICE TO BIDDERS**

**Charles III Drive –
Phase II Roadway Improvements
Borough of Glassboro,
Gloucester County, New Jersey**

.....

Notice is hereby given that sealed bids will be received by the Borough of Glassboro for the **"Charles III Drive – Phase II Roadway Improvements"** in Glassboro, New Jersey at **11 a.m.** prevailing time on **September 8th, 2022** at the Borough of Glassboro Municipal Building, One South Main Street, Glassboro, New Jersey 08028. Bids will be publicly opened and read aloud at **11 a.m.** prevailing time on said date. **There will not be a Pre-Bid Meeting.**

Charles III Drive – Phase II Roadway Improvements consists, but not limited to all labor, material and equipment necessary or required to complete all proposed improvements. The project generally entails storm sewer improvements, milling of existing asphalt roadway, new asphalt roadway, curbing, sidewalk, compliant handicap accessible ramps, signage, striping and top soiling / hydro-seeding. This project is being bid in accordance with local public contract bid laws and Bidders shall comply with the Local Contracts Law, N.J.S.A. 40A:11-1 et seq.

Bidders may examine and obtain

copies of the Bidding Documents from the office of the Borough's Consulting Engineer, Sickels & Associates, Inc., Sherwood Mews, 833 Kings Highway, Woodbury, New Jersey 08096 upon payment of \$150.00. Checks should be made payable to Sickels & Associates, Inc.

Sickels & Associates, Inc. may also Fed Ex the Bidding Documents from the office. If the bidder supplies their own Fed Ex shipping no., Sickels & Associates, Inc. will utilize that information for shipping. If Bidding Documents are to be mailed, please add an additional twenty-five dollars (\$25.00). **NO REFUND SHALL BE MADE FOR RETURN OF THESE DOCUMENTS.** Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the issuing office. Each Bidder must purchase the Bid Documents from the issuing office in order to submit a bid.

Bids must be submitted on the bid forms provided within the documents in the manner designated therein. Bids must be enclosed in a sealed envelope bearing the bidder's name and address labeled **"Charles III Drive - Phase II Roadway Improvements"** and addressed to the "Borough of Glassboro, One South Main Street, Glassboro, New Jersey 08028, Attention: Ms. Karen Cosgrove, Borough Clerk. If forwarded by mail, the sealed envelopes containing the bid must be enclosed in another envelope addressed to the Borough of Glassboro.

Bids must be accompanied by a Certificate of Surety from an acceptable surety and a bid security in the form of a certified check, cashier's check or bid bond payable to the Borough of Glassboro in the amount of ten percent (10%) of the total bid amount but not in excess of \$20,000.00.

The Contract, if awarded, will be to the lowest responsible bidder whose bid proposal conforms to the requirements set forth in the Bidding Documents. The Borough will award the Contract or reject the bids within sixty (60) municipal days after the date of the bid opening. Should there be any reason the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between

the Borough and the bidder.

Bids must be accompanied by a Certificate of Surety from an acceptable surety and a bid security in the form of a certified check, cashier's check or bid bond payable to the **Borough of Glassboro** in the amount of ten percent (10%) of the total bid amount but not in excess of \$20,000.00. All bidders are required to provide a copy of the contractors and subcontractors business registration certificate(s) Issued by the Department of the Treasury in accordance with Section 1 of P.L. 2004, c.57 (C.52:32-44). All Contractors and subcontractors must also comply with the "Public Works Contractor Registration Act" (P.L. 2203, c.91) and P.L. 1977, c.33 (Disclosure of Ownership). The successful bidder shall also comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964. Certificate of Surety shall be written by a surety company listed on the United States Treasury Department Circular 570 and the New Jersey List of Approved Surety Companies.

The successful bidder must furnish a Performance Bond and Payment Bond, each in the amount equal to one hundred percent (100%) of the contract price. Said bonds must be in a form acceptable to the **Borough of Glassboro** and be issued by a surety authorized to do business in the State of New Jersey. The successful bidder must comply with Affirmative Action requirements pursuant to Public Law 1975 C. 127 (N.J.A.C. 17:27) as revised and amended to date, and must furnish an Initial Project Manning Report (AA201) upon execution of the Agreement.

Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c271, s3) if the contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

The **Borough of Glassboro** and the Engineer reserve the right to require a complete financial and experience statement from the prospective bidders.

ment from the prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or specifications, or before awarding the contract.

The **Borough of Glassboro** reserves the right to reject any and all bids in whole or in part, and to waive any informalities or minor defects therein, should it be deemed in the best interest of the Borough of Glassboro. The right is also reserved to increase or decrease the quantities specified in the manner designated in the specifications.

The **Borough of Glassboro** reserves the right to reject any and all bids in whole or in part, and to waive any informalities or minor defects therein, should it be deemed in the best interest of the Borough.

**Charles III Drive -
Phase II Roadway Improvements
Borough of Glassboro,
Gloucester County, New Jersey
Karen Cosgrove, Borough Clerk
\$153.00
825.22 1T 0010423708**

Thursday, September 8, 2022 @ 11:00 AM

[illegible]

SICKELS & ASSOCIATES, INC.

Bid Opening Sheet - Page 1 of 1

Charles III Drive-Phase II Roadway Improvements

Borough of Glassboro, Gloucester County, New Jersey

S&A File No. G-556-A

September 8, 2022

Page No.		9		14	23	27	28	NA	6
Rank	Bidder's Name Address Tel. & Fax No.'s	Bid Bond	Cert. Check	Acknowledgement of Business Registration	Stock Holder Information	Affirmative Action	Non-Collusion Affidavit	Addn.	Bid Amount
	South State, Inc. P.O. Box 68 Bridgeton, New Jersey 08302 Tel. 856-451-5300 Fax 856-455-3461 Email: bbryan@southstateinc.com	✓		✓	✓				
	Paving Plus, LLC P.O. Box 508 Franklinville, New Jersey 08322 Tel. 856-404-9166 Fax Email: jputz@pavingplusllc.com								
	American Asphalt Co., Inc. 100 Main Street West Collingswood Hts, NJ 08059 Tel. 856-456-2899 Fax Email:								
	Landberg Construction, LLC 82 Tuckahoe Road Dorothy, NJ 08317 Tel. 609-829-2131 Fax 609-909-1647 Email: mike@landbergconstruction.com								

Attendees: OAP

Notes: Construct Connect purchased spec. also

SICKELS & ASSOCIATES, INC.

Sherwood Mews
833 Kings Highway
Woodbury, New Jersey 08096-3110
(856) 848-6800 Fax (856) 848-8520
www.sickelsassoc.com

LETTER OF TRANSMITTAL

DATE	9-7-2022	JOB NO.	G-556-A
ATTENTION	Karen Cosgrove		
RE:	Charles III Drive – Phase II		
	Roadway Improvements		

TO Borough of Glassboro
One South Main Street
Glassboro, NJ 08028

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	4/2022		Plans & Spec. for Charles III Drive – Phase II
			Roadway Improvements

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approval as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved at noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 20 ____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO: Chip Clark, P.W. Dept.
Tim Scaffidi, Esq., File


Signed: Kim Croft

PROJECT MANUAL

For

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

April 2022
S&A File No. G-556a

Prepared By:

**SICKELS &
ASSOCIATES, INC.**

Engineers • Planners • Surveyors

Sherwood Mews
833 Kings Highway
Woodbury, New Jersey 08096
Tel. No. 856.848.6800 - Fax No. 856.848.8520



Mark R. Brunermer, P.E.
New Jersey P.E. License No. 37048

(Seal)

PROJECT MANUAL

For

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

April 2022
S&A File No. G-556a

Prepared By:

SICKELS &
ASSOCIATES, INC.

Engineers • Planners • Architects

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New Jersey P.E. License No. 37048

(Seal)

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- 5. Prevailing Wage Rates**
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- 7. M.U.T.C.D. Section 6 – Temporary Traffic Control**
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NOTICE TO BIDDERS

For

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

S&A File No. G-556a

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Charles III Drive – Phase II Roadway Improvements

Borough of Glassboro, Gloucester County, New Jersey

Karen Cosgrove, Borough Clerk

FORM OF PROPOSAL

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

FORM OF PROPOSAL

For

Charles III Drive – Phase II Roadway Improvements Borough of Glassboro, Gloucester County, New Jersey

This Bid is submitted to the **BOROUGH OF GLASSBORO** herein referred to as the "OWNER",

By: _____
(Type or Print Name of Bidder)

Of: _____
(Type or Print Address of Bidder)

doing business as (an individual) or (a partnership) or (corporation).

1. The Undersigned Bidder hereby offers, agrees and certifies hereto, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and complete all Work as specified or indicated in the Contract Documents at the Contract Unit Prices indicated in this Bid and within the Contract Time indicated in this Bid and within the Contract Time indicated in Article 6 of the Agreement and in accordance with the Contract Documents.
2. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that he has examined the Notice to Bidders, all of the Bidding and Contract Documents and related documents, and all of the following Addenda, receipt of which is hereby acknowledged: (if none received, please write in "None").

Clarification No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. The Bidder further represents that he has visited and examined the actual site(s) and locality where the Work is to be performed, that he has familiarized himself with legal requirements (federal, state, county and local laws, regulations, ordinances and rules); that he has made such independent investigations and tests as he deems necessary; and that he has satisfied himself as to all conditions affecting the cost, progress or performance of the work.
4. The Bidder further represents that no person(s) other than those named within the Ownership Disclosure Statement are interested in this Bid; that the Bid is made without collusion with any other person, firm or corporation; and that no person(s) acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.
5. The Bidder further agrees that he accepts all of the terms and conditions of the General Provisions, including, without limitation, those dealing with the disposition of the bid security; and that, upon acceptance of this Bid, he will execute the Agreement and will furnish the documentation required by the Contract Documents within ten (10) calendar days from the date of Notice of Award.
6. In accordance with provisions of Article 6 of the Agreement, the Bidder further agrees that upon execution of said Agreement he shall start to perform the Work on the date the Contract Time commences to run, and shall complete the Work within the indicated time, and will accept the provisions of the Agreement as to Liquidated and Special Damages in the event of failure to complete the Work on time.

7. The Bidder acknowledges the right of the Owner to reject any or all bids, which, in its judgment, will be for the best interests of the Owner. The Contractor further agrees that any bid which contains any omissions, alterations of form, additions or alternates not called for, erasures or corrections or which does not contain a price for each of the items in the bid for or in which any of the prices are obviously unbalanced, or which fail to conform to the regulations stated herein, may be disregarded and rejected as improper, except that the Owner may waive any defects or irregularities. All bids, which are submitted or received after the scheduled closing time for the receipt of bids, will be rejected.
8. All blank spaces in the proposal, excepting as otherwise noted, must be filled in, that no change shall be made in the phraseology of the proposal or of the item mentioned. All information which may be requested of the bidder in these specifications shall be included with this proposal. All erasures, interpolations or other physical changes on the bid form shall be initialed or signed by the bidder. Bids not conforming to these regulations may be rejected by the owner as being incomplete.
9. All blank spaces for the Base Bid, Alternate Bid, and "If and Where Directed" Bid must be filled in. The Owner will evaluate the Bids based on the low price of the Base Bid. If the Owner selects the Contract A, it will be awarded to the successful Bidder with a responsive Bid and the lowest total price, if the funds are available.

LIST OF SUBMITTED DOCUMENTS

The following documents have been submitted to the Borough of Glassboro as part of the Bid submitted herein. The Bidder shall initial acknowledgement of same on the space provided and sign and seal this form below.

Items Included With Bid

Initials of Bidder

Form of Proposal
 Acknowledgment Form
 Bid Security in the form of: (Check
 Appropriately) Bid Bond ____, Cashier's
 Check____ or Certified Check _____
 Acknowledgment for Principal _____
 Surety Guaranty _____
 Acknowledgment for Surety _____
 Acknowledgement of Business Registration _____
 Bidder's Qualification Form _____
 NJ Dept. of Labor Public Works _____
 Certificate of Registration _____
 Contractor and Subcontractor Business
 Registrations with the NJ Dept. of Treasury _____
 Subcontractor Disclosure Form _____
 Material Disclosure Form _____
 Site Visitation Statement _____
 Ownership Disclosure Statement _____
 Statement of Stockholder Information _____
 Mandatory Affirmative Action Language _____
 Affirmative Action Statement _____
 Non-Collusion Affidavit _____
 Disclosure of Investment Activities in Iran _____
 Certification of Non-Segregated Facilities _____
 Certification of Equal Employment Opportunity _____
 Debarred, Suspended, & Disqualified Bidders Affidavit _____
 Americans w/ Disabilities Act of 1990 Form (Exhibit A) _____
 Mandatory Equal Employment Opportunity Language Form
 (Exhibit B) _____
 DLGS Federal Debarment Model Form (Exhibit C) _____
 Each and Every Addendum / Clarification (if Applicable) _____
 Two (2) Additional Copies of the Bid Proposal Package _____
 Copy of all submitted documentation on CD Format _____

Items to be Provided Upon Award:

1. **Contract Agreement**
2. **Performance Bond**
3. **Payment Bond**
4. **Certificate of Insurance**
5. **NJDOT SA-11 Form**

BY:

SIGNATURE AND TITLE OF BIDDER

TYPE OR PRINT NAME AND TITLE OF BIDDER

TYPE OR PRINT NAME OF COMPANY/FIRM/CORPORATION

SEAL OF CORPORATION

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

SCHEDULE OF QUANTITIES

The bidder shall complete the Schedule of Quantities.

The unit bid prices for the Bid shall be the cost for the bidders to complete the work in accordance with the bidding documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bidder shall complete Schedule of Quantities for the Bid. Failure to furnish a completed Schedule of Quantities for the Bid within the bid proposal shall be cause for the rejection of the bid.

The Borough shall base the Basis of award for this project(s) on the lowest responsible bidder (one bidder only). The low bid will be subject to Borough Committee's decision for the lowest total bid amount based upon the Bid amount items based on availability of funds. The Borough of Glassboro shall award the contract **in the best interest of the Borough of Glassboro** to the lowest most responsible and responsive bidder.

SPECIAL NOTES

- A. The contractor is advised to immediately inform the Borough in the event that the field conditions and measurements do not match those in the specification. The Contractor is not to proceed with any additional work without written authorization from the Borough.
- B. Curb ramps and Sidewalks that are constructed not in compliance with ADA accessibility requirements including maximum running slopes, maximum cross slopes, landing area location and size, diverging sidewalk drop off protection, blended transitions, blended transition running slopes and cross slopes, flare widths, grade breaks and grade break directions, clear space size and location, will not be accepted.
- C. All existing signs, inlet curb pieces and grates shall be returned to the Borough as soon as they are removed. It is the Contractor's responsibility to deliver them to the Public Works yard.
- D. The Contractor must provide compaction & air void reports for the surface course.
- E. Relocation of any mail box will fall under CLEARING SITE. The Contractor must reference the N.J.D.O.T. Specifications, if applicable.
- F. The Contractor shall provide a Traffic Control Coordinator to supervise the requirements for traffic control as identified in Section 6 of the MUTCD and the typical traffic control plan. All traffic control measures must be in compliance with MUTCD.
- G. The Contractor shall be responsible for notifying Gloucester County Soil Conservation District the start of the project and adhere to all the requirements set for on the approved permit. Final approval from Gloucester County Soil Conservation District will be required as part of the final close out of this project.
- H. Reference Division 150, Contract Requirements, Section 151, Performance Bond & Payment Bond for bond requirements within the Special Provisions.
- I. Concrete and Asphalt must be from an approved NJDOT plant. Link provided below:
<https://www.state.nj.us/transportation/eng/materials/qualified/QPLDB.shtm>

Bid

Charles III Drive – Phase II Roadway Improvements - Schedule of Quantities						
Item	Description	Approx.	Unit	Unit		Total
No.		Quantity		Price		Price
1	Construction Layout	1	DOLL			
2	Traffic Cone	25	UNIT			
3	Drum	30	UNIT			
4	Construction Signs	325	SF			
5	Mobilization	1	LS			
6	Clearing Site	1	LS			
7	Excavation, Unclassified	55	CY			
8	Excavation, Test Pit	55	CY			
9	Hot Mix Asphalt Milling, 3" or Less	4,530	SY			
10	Tack Coat	435	GAL			
11	Dense Graded Aggregate Base Course	1,250	SY			
12	Hot Mix Asphalt, 12.5M64, Surface Course	620	TON			
13	Sawing & Sealing Joints in Hot Mix Asphalt	150	LF			
14	Asphalt Price Adjustment	1	DOLL	\$12,100.00		\$12,100.00
15	Detectable Warning Surface	6	UNIT			
16	Concrete Sidewalk, 4" Thick	125	SY			
17	9" x 18" Concrete Vertical Curb	220	LF			
18	Traffic Stripes, 4"	1,930	LF			
19	Traffic Markings, Symbols	430	SF			
20	Painted Curbing (Yellow)	150	LF			
21	Guide Sign, Type GA, Breakaway Supports	5	SF			
22	Regulatory & Warning Sign	80	SF			
23	Curb Piece	4	UNIT			
24	Bicycle Safe Grate	4	UNIT			
25	Reset Manhole, Sanitary Sewer, Using Existing Casting	2	UNIT			
26	Speed Hump (Complete)	2	UNIT			
27	RPM, Bi-Directional Lens, Blue	1	UNIT			
28	Preparation of Existing Soil	145	SY			
29	Topsoiling, 4" Thick	145	SY			

30	Hydro-Seeding	145	SY			
31	Temporary Inlet Protection	6	UNIT			
Total Bid in Nos.						
Total Bid in Words						

Schedule of Quantities – Totals

Total Bid in Numbers _____

Please note Line Item No. 17, 9" x 18" Concrete Vertical Curb, HMA Pavement Repair is required along the edge of the curb. Pricing for the repair shall be included within this line item. 4" of Hot Mix Asphalt, 12.5M64 will be required.

Respectfully submitted on the ____ day of _____, 2022.

Bid Submitted By: _____
(Type or Print Name of Company/Firm/Corporation)

(Signature of Individual/Partner/Officer)

(Type or Print Name of Individual/Partner/Officer)

Doing business as _____
(Individual, Partnership, Corporation)

(State of Incorporation)

If Corporation, attested by: _____
(Signature of Secretary)

(Type or Print Name Secretary)
(Corporate Seal)

Business Address: _____

Business Phone: _____

License or Registration No.: _____

ACKNOWLEDGMENT FORM

State Of: _____

County Of: _____

Municipality Of: _____ to wit;

I, _____, a Notary Public in and for the State, County and Municipality aforesaid, do certify that _____ doing business as _____ whose name is signed to the foregoing Bid Form, personally appeared before me in the State, County and Borough aforesaid and acknowledged the same to be his act and deed.

My Commission expires _____
(Date)

Notary Public

(Seal)

Given under my hand and seal this ____ day of _____, 2022.

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

(NAME OR LEGAL TITLE OF BIDDER)

of _____
(ADDRESS OF BIDDER)

as Principal, hereinafter referred to as the "Principal", and

(NAME OR LEGAL TITLE OF SURETY)

of _____
(ADDRESS OF SURETY)

a corporation duly organized under the laws of the State of _____ and authorized to transact business in the State of New Jersey, as Surety, hereinafter referred to as the "Surety", are firmly bound unto the **BOROUGH OF GLASSBORO, GLOUCESTER COUNTY, NEW JERSEY** as "OWNER, hereinafter referred to as the "OWNER", 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 present.

WHEREAS, the Principal has submitted a Bid for the project entitled "**Charles III Drive – Phase II Roadway Improvements**".

NOW THEREFORE, the condition of this Bond shall be such that if said Bid shall be accepted, and if the Principal shall furnish to the OWNER Bonds with good and sufficient surety within the times, in the forms and in the amounts require by the Bidding or Contract Documents and insurance certificates as required by the Contract Documents and upon award of a Contract to him by the OWNER shall execute and deliver the Agreement, within the times, in the forms and in the amounts as appropriate, required by the Bidding or Contract Documents, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the OWNER the difference between the amount of said Bid, as accepted by the OWNER, and any higher amount for which the required Work shall be contracted for by the OWNER, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the OWNER by reason of the failure of the principal to enter into such Agreement with the OWNER, or to furnish such Bonds, or to furnish insurance certificates; provided, however, that: (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the OWNER should not procure an executed Contract with any other person for the performance of the Work contemplated in said Bid, as accepted by the OWNER, upon the same terms and conditions, other than price as provided in the Bidding or Contract Documents, within the period provided in the Bidding or Contract Documents during which no Bids or Bidders may be withdrawn, whether because of the lack of other Bids or because of the inability or refusal of any other Bidder to enter into an appropriate Contract, or because of the cost under any higher Bid would be greater than the OWNER shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the OWNER the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the OWNER may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, on this _____ day of _____, 2022.

Bond submitted by _____
(Name of Individual, Partnership or Firm)

(Signature of Individual or Partner)

(Type or Print Name of Individual or Partner)

Doing business as _____

Business address _____

If Bond Bid submitted by Corporation:

(Signature of Officer Authorized to Sign)

(Type or Print Name and Title of Officer)

(State of Incorporation)

Attest

(Signature of Secretary)

(Corporate Seal)

(Type or Print Name Secretary)

Corporate Surety: _____
(Corporation's Name)

(Signature of Officer or Attorney-in-Fact*)

Attest

(Signature of Secretary)

(Type or Print Name of Secretary)

(Corporate Seal)

* Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act in behalf of the corporation. The date of the Bond must not be prior to date of Bid.

ACKNOWLEDGMENT FOR PRINCIPAL

State of _____

County of _____

Municipality of _____ to wit,

I, _____, a Notary Public in and for the State,
County and Municipality aforesaid, do certify that

_____ doing business as

_____ whose name is signed to the foregoing form,
personally appeared before me in the State, County and Borough aforesaid and acknowledged the same to be his
act and deed.

My Commission expires _____
Date

Notary Public

(SEAL)

Given under my hand and seal this _____ day of _____, 2022.

SURETY GUARANTY

Know all men by these present, that for and in consideration of the sum of \$1.00 dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____ (Surety Company) a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey and agrees, that if contract _____ is awarded to _____ (Name of Bidder), the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith. In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 2022.

(A CORPORATE ACKNOWLEDGEMENT AND STATEMENT OF AUTHORITY TO BE HERETO ATTACHED BY THE SURETY COMPANY.)

**SURETY COMPANY
ATTORNEY-IN-FACT**

ATTEST: _____

(SEAL)

ACKNOWLEDGEMENT FOR SURETY

State of: _____

County of: _____

Municipality of: _____ to wit;

I, _____, a Notary Public in and for the
State, _____ County _____ and _____ Municipality _____ aforesaid, do certify that
_____ doing business as
_____ whose name is signed to the
foregoing Bid Form, personally appeared before me in the State, County and Borough aforesaid and acknowledged
the same to be his act and deed.

My Commission expires _____
DATE

NOTARY PUBLIC

(SEAL)

Given under my hand and seal this _____ day of _____, 2022.

ACKNOWLEDGEMENT OF BUSINESS REGISTRATION

In accordance with Section 1 of P.L. 2001, c.134 (C.52:32-44) all bidders are required to provide a copy of the contractors and subcontractors business registration certificate(s) issued by the Department of the Treasury or such other form or verification that the contractor and subcontractor is registered with the Department of the Treasury.

I am familiar with the above referenced requirements of Public Law 2001, C. 134 (C.52:32-44), as revised and amended to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That my firm has complied with the requirements and attachments of required business registration certificate(s) are included with the bid package for the **Borough of Glassboro** project known as the **"Charles III Drive – Phase II Roadway Improvements"**.

I am _____
(Bidder's Name)

of _____
(Company, Firm or Corporation)

BY _____
(Signature of Bidder)

(Type or Print Name of Bidder)

(Title or Position)

BIDDERS' QUALIFICATION FORM

(Completion of This Statement Is Required In advance of Consideration for Award of Contract)

SUBMITTED TO: **Borough of Glassboro
One South Main Street
Glassboro, New Jersey 08028**

SUBMITTED FOR: **Charles III Drive – Phase II Roadway Improvements**

SUBMITTED BY: _____
(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual)

(Address of Bidder)

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

- 1.0 How many years has your organization been in business as a general contractor? _____
- 2.0 How many years has your organization been in business under its present name? _____
- 3.0 Do you plan to subcontract any part of this project? _____ If so, give details.
- 4.0 Attach a "Status of Contracts" listing the name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.
- 5.0 List names of five (5) projects, owners, architects or engineers, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature of this project which your organization has completed in the past three (3) years.
- 6.0 List name, address and telephone number of a reference for each project listed under Items 4.0 and 5.0, above.
- 7.0 Has any construction contract to which you have been a party been terminated by the Owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? (Yes) (No)

If the answer to any portion of this question is "yes", attach list of such occurrences including name of OWNER, location, description of project, contract amount, architect or engineer and surety.

- 8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the Owner; terminated work on a

project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? (Yes) (No)

If the answer to any portion of this question is "yes", attach list of such occurrences including name of owner, location, description of project, contract amount, architect or engineer and surety.

- 9.0 List name, address and telephone number of an individual who represents each of the following and whom Owner may contact for a financial reference:

9.1 A surety:

9.2 A bank:

9.3 A major material supplier:

- 10.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicated Bidder's assets, liabilities and net worth.

10.1 Date of financial statement _____

10.2 Name of firm preparing statement _____

SUBCONTRACTOR DISCLOSURE FORM

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contracts may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of a partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publically bid contract with its own employees or by the bidder himself, as master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "IN-HOUSE" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contractor does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

Striping, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Traffic Control Coordinator, If Applicable:

Name _____ Phone # _____
Address _____
License Number: _____

Concrete, If Applicable:

Name _____ Phone # _____
Address _____
License Number: _____

Traffic Control, If Applicable:

Name _____ Phone # _____
Address _____
License Number: _____

Other (Related to the scope of work):

Name _____ Phone # _____
Address _____
License Number: _____

Other (Related to the scope of work):

Name _____ Phone # _____
Address _____
License Number: _____

Plumbing Work, If Applicable:

Name _____ Phone # _____
Address _____
License Number: _____

Gas Fitting and All Kindred Work, If Applicable:

Name _____ Phone # _____
Address _____
License Number: _____
Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work, If Applicable:

Name _____ Phone # _____
Address _____
License Number: _____

Electrical Work, including any Electrical Power Plants, If Applicable:

Name _____ Phone # _____
Address _____
License Number: _____

Tele-data Systems, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Structural Steel and Ornamental Iron Work, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

MATERIAL DISCLOSURE FORM

Only qualified materials that have been approved according to Section 106 of NJDOT Standard Specifications may be used for construction or maintenance of New Jersey's transportation infrastructure. NJDOT maintains databases of qualified materials for materials that are required to be on a qualified products list (QPL) for use. If a material is required or permitted to be on a QPL, the QPL is referenced in the materials specification in the 2007 NJDOT Standard Specifications.

NOTE: Not all materials specified by NJDOT are required to be from a QPL. For those materials that are not required to be on a QPL for use on construction projects, the material is approved according to the Materials Questionnaire process as detailed in Section 106 of NJDOT Standard Specifications.

DOT maintains a separate Qualified Plants database contains qualified producers of asphalt and concrete. The database contains producer names and locations that are qualified to supply DOT projects.

NJDOT Approved HMA Plant:

Plant _____ Phone # _____

Address _____

NJDOT Approved Concrete Plant:

Plant _____ Phone # _____

Address _____

NJDOT maintains a database of qualified materials. You may examine materials qualified by NJDOT through the Qualified Materials Database portal, link provided below:

https://www.state.nj.us/cgibin/transportation/database/viewdb.pl?database=ASPHALT_CONCRETE_PLANTS&action=view&fields=2,5&select=AND;;0;;EQ;;APPROVED%20PRECAST%20AND%20PRESTRESSED%20CONCRETE%20PLANTS%20%20&sort=2&URL=/transportation/eng/materials/qualified/QPLDB.shtm

SITE VISITATION STATEMENT

I am _____
(Bidder's Name)

of _____
(Company, Firm or Corporation)

the Bidder making this Bid for the **BOROUGH OF GLASSBORO** project known as the "**Charles III Drive – Phase II Roadway Improvements**" and I hereby certify that I or my authorized representative has personally inspected the project site(s).

BY _____
(Signature of Bidder)

(Type or Print Name of Bidder)

(Title or Position)

(Seal If Corporation)

OWNERSHIP DISCLOSURE STATEMENT

To the **BOROUGH OF GLASSBORO** we offer to furnish materials, equipment, labor and services in accordance with terms and conditions, as herein required under:

(Project Title)

The undersigned as Bidder, declares that the only parties interested in this bid as Principals are named herein; that this bid is made without collusion with any other person, firm or corporation; that in this bid, that he (it) has examined the agreement and the Contract Documents therein referred to; and he (it) proposes and agrees that if this bid is adopted, he (it) will contract with the Borough in the form included in these Contract Documents.

Signature of Bidder with residence and business address:

Dated: _____

List below the names and residences of all persons and parties interested in the foregoing bid as Principals, and in accordance with Chapter 33 of the Public Laws of 1977, the names and addresses of all Stockholders in the corporation or partnership who own 10 percent or more of its stock of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, as the case may be. If one or more of the stockholders or partners of the bidding entity is itself a corporation or partnership, the stockholders holding ten (10) percent or more of that corporation's stock, or the individual partners owning ten (10) percent or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten (10) percent ownership criteria established by N.J.S.A. 52:25-24.2 has been registered.

STATEMENT OF STOCKHOLDER INFORMATION

In compliance with Chapter 33, Laws of 1977, the following stockholder information is submitted (See Article 1,2.19.).

(NAME OF CORP., PARTNERSHIP OR INDIVIDUAL SUBMITTING PROPOSAL)

(ADDRESS)

LIST OF STOCKHOLDERS

NAME

ADDRESS

EXHIBIT B

Mandatory Affirmative Action Language **N.J.S.A. 10:5-36 et seq, N.J.A.C. 17:27**

Construction Contracts

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

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 applicable employment goal prescribed by N.J.A.C. 17:27 7.3; provided, however, that the Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27 7.3.

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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

- (1) To notify the Public Agency Compliance Officer, the Division, 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 until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) 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 Division.
- (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 Division and submitted promptly to the Division 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 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 Division an Initial Project Workforce (Form AA201) provided to the public agency by the Division 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 budget funds, as is necessary, for on the job and/or off-the-job programs for outreach and training of minority and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27.

AFFIRMATIVE ACTION STATEMENT

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

That I am familiar with the affirmative action requirements of Public Law 1975, C. 127 (NJAC 17:27), as revised and amended to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That my firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by Public Law 1975, C. 127, as amended and revised to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That in the event that this contract is awarded to my firm, I shall comply with all the Affirmative Action requirements of the State of New Jersey and will complete and submit to the Owner an Initial Project Manning Report (AA201) as required by the State Affirmative Action Office within three (3) calendar days of execution the Agreement.

By _____
(Signature of Bidder)

(Type or Print Name of Bidder)

(Title or Position)

(Seal if Corporation)

ACKNOWLEDGED AND SWORN BEFORE ME

This _____ day of _____ in the year of 2022

(Signature of Notary Public)

(Type or Print Name of Notary Public)

My Commission expires _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ of the Municipality of _____ in the County of _____ and the State of _____ of full age, 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, and 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; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **BOROUGH OF GLASSBORO** relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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:

(Name of Contractor) (N.J.S.A.52:34-15)

(Also type or print name of
affiant under signature)

Subscribed and sworn
before me this

_____ day of _____, 2022

Notary Public of

My Commission Expires _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the 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. I will skip Part 2 and sign and complete the Certification below: **OR**
- ☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished,

the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
-
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
-
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
 18. Modifications to this Bond are as follows:

CERTIFICATE OF INSURANCE

1. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
2. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
3. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
4. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
5. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
6. The Owner, Engineer and Engineer's Consultants shall be included on policy as additional insured's and loss payees.
7. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, the Amended Declaration Page identifying the Owner, Engineer, Engineer's Consultants, and additional loss payees.
8. The Insurer must also acknowledge the policy cannot be cancelled during the term of the Contract.

WARRANTY AGAINST DEFECTIVE WORK

In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of this subcontractors or suppliers at any tier. Such warranty shall be in the form of a Performance & Maintenance Bond to the Borough of Glassboro (provided by the awarded Contractor). Said bond value shall be for 100% of the contract or as listed under the Special Provisions. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to owner's real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The maintenance bond shall be in accordance with the requirements herein.

The Engineer shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect or damage.

Should the Contractor fail to remedy any failure, defect or damage described in the first paragraph of this Subsection within a reasonable time after receipt of notice thereof, the Engineer shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the Contractor's expense.

In addition to the other rights and remedies provided by this clause, all subcontractor's manufacturers', and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the Engineer, be enforced by the contractor for the benefit of the Owner. In such case, if the Contractor's warranty under the first paragraph of this Subsection has expired, any suit directed by the Engineer to enforce a subcontractor's manufacturer's or supplier's warranty shall be at the expense of the Owner. The Contractor shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in a normal commercial practice.

If directed by the Engineer, the contractor shall require any such warranties to be executed in writing to the owner. Notwithstanding any other provision of this Subsection, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owners nor the repair of any defects of material or design furnished by the Owner nor for the repair of any damage which results from any such defect in Owner furnished material or design.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

(Signature)

(Date)

(Name and Title of Signer - Please Type)

NOTE: Penalty for making false statements in offers as prescribed in 18 U.S.C. 1001.

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

(Signature)

(Date)

(Name and Title of Signer – Please type)

DEBARRED, SUSPENDED AND DISQUALIFIED
BIDDER'S AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ of the Municipality of _____ in the County of _____ and the State of _____ of full age, 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 **Charles III Drive – Phase II Roadway Improvements**, and that I executed the said Proposal with full authority so to do; that said bidder has not, and any subcontractors have not, nor its/their Principals been debarred, suspended, or disqualified from contracting with the local contracting unit (Owner) or any of the agencies or departments of the executive branch of the State of New Jersey at the time of submission of the Bid; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **Borough of Glassboro** relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that the local contracting unit (Owner) has had no "prior negative experience" with the Bidder or any subcontractors, as defined under N.J.S.A. 40A:11-4.

(N.J.S.A.40:11-4)

(Name of Contractor)

(Also type or print name of
affiant under signature)

Subscribed and sworn
before me this

_____ day of _____, 2022

Notary Public of

My Commission Expires _____

EXHIBIT A

Exhibit A

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Municipality, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC, SJ 21 OJ et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

_____(Initial and Date)

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity

Business Address

****Add additional sheets if necessary****

OR



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
☐		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
☐		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

CONTRACT AGREEMENT

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

CONTRACT AGREEMENT

For

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

HEREINAFTER REFERRED TO AS THE "PROJECT"

THIS AGREEMENT is made on the _____ day of _____ in the year 2022, by and between the **BOROUGH OF GLASSBORO, GLOUCESTER COUNTY**, State of New Jersey, hereinafter referred to as the **"OWNER"**, and

(Name of Contractor)

doing business as (an individual) (a partnership) (a corporation) with a business address at:

(Business Address of Corporation)

Herein after referred to as the **"Contractor"**.

WITNESSETH: OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1 The **CONTRACT DOCUMENTS**, which comprise the entire agreement between the **OWNER** and the **CONTRACTOR**, are attached hereto and made a part hereof.
- 1.2 The **CONTRACT DOCUMENTS** are defined as the Agreement, Addenda which pertain to the Contract Documents, Notice to Bidders, all of the Bidding and Contract Documents and related documents, Contractor's Bid including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Agreement, Bonds, Specifications as listed in Article 3, Drawings as listed in Article 4, together with all modifications issued after execution of the Agreement.

ARTICLE 2 - PROJECT

- 2.1 The WORK included under this Agreement is generally described within the Specifications and shown on the Drawings.
- 2.2 The CONTRACTOR shall at his own cost and expense furnish all materials, supplies, tools, equipment, labor, superintendence and other services to perform all Work necessary for and incidental to the construction and completion of the PROJECT in strict accordance with the CONTRACT DOCUMENTS.

ARTICLE 3 - SPECIFICATIONS

- 3.1 The Specifications consisting of written general and technical descriptions of construction materials, methods, equipment, systems, standards and workmanship as applied to the Work and certain details applicable thereto are as follows: Specifications as prepared by Sickels & Associates, Inc. entitled "**Charles III Drive – Phase II Roadway Improvements**".

Addenda No. _____ Dated: _____, 2022

Clarification No. _____ Dated: _____, 2022

ARTICLE 4 - DRAWINGS

- 4.1 The Drawings showing the charter and scope of the Work to be performed are as follows:

Construction Drawings, as prepared by the Engineer, Sickels & Associates, Inc., entitled "**Charles III Drive – Phase II Roadway Improvements**".

ARTICLE 5 - PRECONSTRUCTION SUBMISSIONS AND MEETING

- 5.1 Within ten (10) calendar days after the Date of this Agreement, the CONTRACTOR shall submit to the ENGINEER for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work.
- 5.2 If not held prior to the date of this Agreement within fifteen (15) calendar days after the Date of this Agreement, but before the CONTRACTOR starts the Work at the site, a preconstruction conference will be held for review and acceptance of the schedules referred to in Paragraph 5.1 to discuss specific areas of responsibility of the CONTRACTOR and the ENGINEER, procedures for handling Shop Drawings and other submittals and processing Invoices for Payment, and to establish a working understanding among the parties involved with the Work.

ARTICLE 6 - CONTRACT TIME

- 6.1 The CONTRACT TIME will commence to run on the thirtieth (30th) day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the day of Bid opening or the thirtieth (30th) day after the Effective Date of the Agreement, whichever date is earlier.
- 6.2 The CONTRACTOR shall begin start up activities and utility verification in sufficient time so that the Work required under this CONTRACT commences within fifteen (15) calendar days after the CONTRACT TIME commences to run, unless extension of the time is made in a manner stated in the General Conditions.
- 6.3 The Work required by the CONTRACT DOCUMENTS shall be performed regularly, diligently and uninterruptedly at such a rate of progress and in strict accordance with the CONTRACT DOCUMENTS as will insure completion of the work within the CONTRACT TIME.
- 6.4 The Work required under this agreement shall be substantially completed within forty-five (45) calendar days after the date when the CONTRACT TIME commences to run, unless extension of this time is made in a manner stated in the General Conditions; and shall be fully completed, corrected and/or repaired for its acceptance and ready for final payment in accordance with the Contract Documents within sixty (60) calendar days after the date when the CONTRACT TIME commences to run, unless extension of this time is made in a manner stated in the General Conditions.

ARTICLE 7 - SUBSTANTIAL COMPLETION & FINAL COMPLETION

- 7.1 Substantial completion shall mean that the Work, or a specified portion thereof, has progressed to the point where in the opinion of the ENGINEER, it is sufficiently complete in accordance with the Contract Documents with the exception of minor corrections and/or repairs.
- 7.2 Final Completion shall mean that the Work has progressed to the point where, in the opinion of the ENGINEER, it is sufficiently completed in accordance with the Contract Documents, so the Work can be inspected to determine if it is acceptable and ready for final payment in accordance with the Contract Documents. The terms "fully complete" and "fully completed" as applied to any Work refer to Final Completion thereof.

ARTICLE 8 - LIQUIDATED AND SPECIAL DAMAGES

- 8.1 Liquidated Damages: The OWNER and the CONTRACTOR recognize that time is of the essence as to Substantial Completion and/or Final Completion and that the OWNER will suffer loss in addition to the costs described in Paragraph 8.2 if the Work is not substantially and/or fully completed within the time specified in Article 5, plus any extension thereof allowed in accordance with the General Conditions.

The OWNER and the CONTRACTOR also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not substantially and/or fully completed on time.

Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for violation of any of the terms and conditions of this Agreement, or the failure to perform the work in accordance with the terms and conditions of this Agreement, but not as a penalty, the CONTRACTOR shall pay the OWNER an amount equal to the amount stipulated below for each calendar day that expires after the time specified in ARTICLE 6 for Substantial Completion and/or Final Completion, including any extension thereof made in accordance with the General Conditions, until the Work is substantially and/or fully completed.

**SCHEDULE OF LIQUIDATED DAMAGES FOR EACH DAY OF
OVERRUN IN CONTRACT TIME**

1.	One (1) to Fifteen (15) Days:	\$2,000 per Calendar Day
2.	Sixteen (16) to Thirty (30) Days:	\$3,000 per Calendar Day
3.	Greater Than Thirty (30) Days:	\$4,000 per Calendar Day

8.2 Special Damages: In addition to the amount provided for liquidated damages, the CONTRACTOR shall pay the OWNER the actual costs reasonably incurred by the OWNER for engineering and inspection forces employed on the Work for each day that expires after the time specified in Article 6 for Substantial Completion and/or Final Completion, including any extension thereof made in accordance with the General Conditions, until the Work is substantially and/or fully completed.

8.3 The OWNER may deduct the amount of liquidated damages and special damages from monies due the CONTRACTOR under this Agreement. If the time for the completion of this work shall be extended, then the OWNER shall be fully authorized and empowered to deduct from the final estimates the amount of liquidated and special damages determined as stipulated in Paragraphs 1 and 2, for each day that the CONTRACTOR shall be in default as to the prescribed completion of the Work beyond the date to which the time for said completion shall have been provided.

8.4 The OWNER shall not be liable to the CONTRACTOR for any neglect, default, delay or interference of or by any contractor, nor shall such neglect, default, delay or interference of any other contractor, or alteration which may be required in the Work release the CONTRACTOR from the obligation to finish the work within the Contract time or from the damages to be paid as a result of default thereof.

8.5 CONTRACTOR undertakes to indemnify OWNER from any and all liability, loss or damage OWNER may suffer as a result of claims, demands, costs or judgments against OWNER arising out of operations to be carried out pursuant to the contract dated _____, 2022 between OWNER and CONTRACTOR.

CONTRACTOR agrees to indemnify and save harmless OWNER from all liability or claims, demands, damages and costs for or arising out of the contract, whether it is caused by the negligence of owner, his or her agents or employees, or otherwise.

ARTICLE 9 - CONTRACT PRICE

- 9.1 The CONTRACTOR agrees to perform all Work described in the CONTRACT DOCUMENTS and comply with the terms and conditions therein for a sum not to exceed \$_____ in accordance with the prices stipulated in the CONTRACTOR'S Bid.
- 9.2 The OWNER shall pay the CONTRACTOR for performance of the Work in accordance with the Contract Documents the prices stipulated in the CONTRACTOR'S Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. Payment will be made based on the CONTRACTOR'S Unit Bid Prices for the Work authorized and actually completed as determined by the ENGINEER and shall be subject to additions and deductions by Change Order as provided in the General Conditions.

ARTICLE 10 - PAYMENT PROCEDURE

- 10.1 The CONTRACTOR may submit monthly Payment Invoices in accordance with the General Requirements. The Payment Invoices will be processed by the ENGINEER as provided in the General Requirements. Payments as recommended by the ENGINEER will be considered for disbursement by the OWNER at the meeting of the Borough generally scheduled for the third Wednesday of each month. Payment invoices must be submitted to the ENGINEER a minimum of fifteen (15) business days in advance of said meeting so that the request can be processed and the recommendation submitted to the OWNER by the second and fourth Tuesdays of each month.
- 10.2 The CONTRACTOR's Monthly Project Manning Report, which is required pursuant to the Affirmative Action Regulations (N.J.A.C. 17:27) of the State of New Jersey, must be submitted with the Payment Invoices. It is the CONTRACTOR's responsibility to ensure that all Affirmative Action Requirements are met and that the report is submitted monthly during the duration of the CONTRACT.
- 10.3 Pursuant to prevailing wage rate requirements of the New Jersey Department of Labor and Industry, the CONTRACTOR's Certified Payroll Report must also be submitted for all pay periods during the duration of the contract.
- 10.4 Pursuant to Senate Bill 1726 into law as P.L. 2006, c.96 of the Laws of 2006. Known as the "Prompt Payment" Law, Chapter 96, Payments submitted for review and approval shall be processed in accordance with procedures identified in Division I, section 109.03 of the specifications. Pursuant to N.J.S.A. 2A: 30A-2a the "alternate," procedure specifically created for public entities where the governing body must vote to authorize the payment of bills will apply.
- 10.5 Monthly Progress Payments:
- A. The OWNER shall make monthly partial payments on the basis of ENGINEER'S recommendation. Such payments will be on the basis of the progress of the Work as determined by the ENGINEER.
 - B. In accordance with N.J.S.A. 40A:11-16.3, the OWNER shall retain from the CONTRACTOR two percent (2%) of each partial payment until final completion and acceptance of all Work covered by the Contract Documents. In the event sampling and

testing of the work is necessary to ensure compliance with the Contract Documents, the OWNER shall retain ten percent (10%) of each partial payment until said sampling and testing is completed and the work is found to be acceptable and in compliance.

- 10.6 Final Payment: Upon Final Completion, correction and/or repair of the Work and acceptance of same in accordance with the Contract Documents, the OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in the General Requirements.

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

- 11.1 As part of the inducement for the OWNER to enter into this Agreement the Contractor makes the following representations:

- A. The CONTRACTOR has visited and inspected the actual site(s) and locality where the Work is to be performed; the CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and legal requirements (federal, state and local laws, regulations, ordinances and rules) that in any manner may affect cost, progress or performance of the Work.
- B. The CONTRACTOR has made or caused to be made examinations, investigations and tests as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations and tests will be required by the CONTRACTOR for such purposes.
- C. The CONTRACTOR has correlated the results of all such examinations, investigations and test with the terms and conditions of the Contract Documents.
- D. The CONTRACTOR has given the ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.2 The OWNER and the CONTRACTOR each binds himself, his partners, agents, servants, employees, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents & Bid Specifications.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplet, each of which shall be deemed an original, on the day and year first mentioned above.

ATTEST:

BY: BOROUGH OF GLASSBORO

(Authorized Representative)

(Type Name & Title)

(Type Name and Title)

(SEAL)

ATTEST:

BY THE CONTRACTOR:

(Principal of Contracting Firm)

(Type Name and Title)

(Type Name & Title of Principal)

(Type Business Address of Firm)

(SEAL IF A CORPORATION)

ACKNOWLEDGMENT FOR PRINCIPAL

State of New Jersey

County of _____

Municipality of _____

to wit:

I, the undersigned, a Notary Public in and for the State of New Jersey, do certify that the foregoing bidder, whose name appears on the proposal form, personally appeared before me, signed said form and acknowledged same to be his act and deed.

My commission expires _____
(Date)

(Notary Public)

(SEAL)

Given under my hand and seal this _____ day of _____, 2022.

NJDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

Standard Specifications

Standard Specifications for Road and Bridge Construction Electrical Materials Specifications, are the directions, provisions, and requirements that outline the description of work, method and manner to perform the work, the acceptance criteria and measurement and payment statement for a particular item of work. A specification is a description of the physical and/or functional characteristics and the requirements to be satisfied by a product or service and the procedure to determine whether the requirements are satisfied

https://www.state.nj.us/transportation/eng/specs/2019/pdf/StandSpecRoadBridge_20190528.pdf

It is the contractor's responsibility to verify **all** requirements and changes under the NJDOT's website (link provided). The contractor is responsible for obtaining a copy of the specifications via the link provided.

Special Provisions Attachments

The Special Provisions Attachments are in the Standard Input at the end. There are two sets of attachments, one for use on Federal projects and another for State Funded projects. See the Standard Input (SI) for instructions on their use.

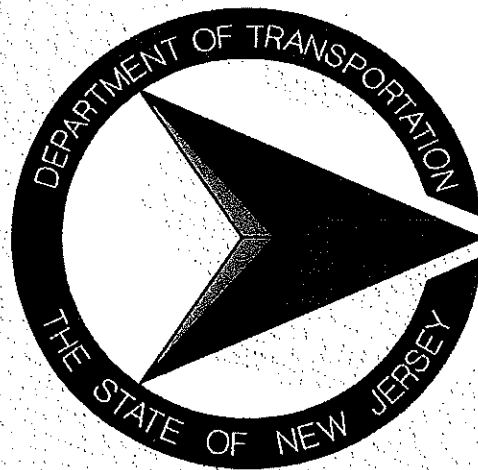
Any reference to Department shall be substituted w/ Municipal Engineer.

The Contractor shall provide an SA-11 form. The form shall provide the location of where the Contractor will utilize materials from an approved NJDOT cement supplier and asphalt supplier. The link to all approved plants is provided below.

https://www.state.nj.us/cgibin/transportation/database/viewdb.pl?database=ASPHALT_CONCRETE_PLANTS&action=view&fields=2,4&select=AND;;0;;EQ;;APPROVED%20CONCRETE%20PLANTS%20&sort=2&URL=/transportation/eng/materials/qualified/QPLDB.shtm

SPECIAL PROVISIONS FOR STATE AID PROJECTS

State of New Jersey Department of Transportation



Special Provisions For State Aid Projects

**FY 2019 Edition
Revision 12: March 2022**

SPECIAL PROVISIONS

CHARLES III DRIVE – PHASE II ROADWAY IMPROVEMENTS

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.

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/prevaling_wage_determinations.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

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

GENERAL

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

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

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

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

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

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

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

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

2*****2

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)

THE REGIONAL LOCAL AID DISTRICT OFFICE WILL FILL OUT THE SBE GOALS REQUEST FORM AND CLASSIFICATION CODES WORKSHEET AVAILABLE AT

SBE GOAL REQUEST FORM
CLASS CODE WORKSHEET

THE REGIONAL LOCAL AID DISTRICT OFFICE WILL EMAIL THE COMPLETED FORM AND WORKSHEET ALONG WITH A COPY OF THE ENGINEER'S ESTIMATE TO THE BUREAU OF CONSTRUCTION SERVICES AT CSPD@DOT.NJ.GOV.
ALLOW AT LEAST 10 DAYS FOR CONSTRUCTION SERVICES TO RESPOND.

UPON RECEIVING THE INFORMATION, THE REGIONAL LOCAL AID DISTRICT OFFICE WILL FORWARD THE INFORMATION TO THE LOCAL PUBLIC AGENCY TO FILL IN THE BLANK (F. SBE GOALS FOR THIS CONTRACT) ON STATE FUNDED PROJECT ATTACHMENT NO. 1 LOCATED AT THE END OF THESE SPECIAL PROVISIONS.

SME CONTACT – OFFICE OF CIVIL RIGHTS, CONTRACT COMPLIANCE

2*****2

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)

LIST HERE & INCLUDE ADDITIONAL PROJECT SPECIFIC ATTACHMENTS REQUIRED FOR THE PROJECT AT THE END OF THESE SPECIAL PROVISIONS, SUCH AS ASBESTOS ABATEMENT.

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

1*****1

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

1 *****1
COMPLETE AND INCLUDE THE FUNDING DOLLAR AMOUNTS WITH THE APPROPRIATE STATE
AND/OR FEDERAL FISCAL YEAR FOR PROJECTS WITH ADVANCED CONSTRUCTION (MULTI-YEAR)
FUNDING.

SME CONTACT – PROJECT MANAGER

THE FOLLOWING IS ADDED:

2 *****2

3 *****3

INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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

3 *****3

2 *****2

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

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

The approved _____ Capital Program has an item with \$ _____ million for the construction of the Project.

2 *****2

INCLUDE ALL APPROPRIATE STATEMENT(S)

The Department anticipates that \$ _____ million dollars in additional funds will be provided during State FY _____.

The Department anticipates that the balance of the funds necessary to complete the Project will be provided during State FY _____.

The Department anticipates that \$ _____ million dollars in additional funds will be provided during Federal FY _____.

The Department anticipates that the balance of the funds necessary to complete the Project will be provided during Federal FY _____.

The Federal FY begins October 1 of the previous calendar year and the State FY begins July 1 of the previous calendar each year.

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.

MAKE THE FOLLOWING REVISIONS FOR WHOLLY STATE FUNDED PROJECTS

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 4 Office
Thomas Berryman, Senior Executive Service
One Executive Campus Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Telephone: 856-414-8414

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

THE FOLLOWING IS ADDED:

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

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

1 *****1
2 *****2

COMPLETE AND INCLUDE THE FOLLOWING

Project Manager:
Email Address:
Mailing Address:

2 *****2

2 *****2
COMPLETE AND INCLUDE THE FOLLOWING INFORMATION IF LEAD PAINT

The following is a list of structures and the location(s) of lead paint:

Structure #/Location	Lead Paint Location(s)
2 *****2	

1. Evaluation of Subsurface and Surface Conditions.

2 *****2

3 *****3

COMPLETE AND INCLUDE INTERNATIONAL ROUGHNESS INDEX (IRI) VALUES OF THE EXISTING ROADWAY

TO REQUEST EXISTING IRI INFORMATION ON YOUR PROJECT CONTACT:

SME CONTACT – SIMON NWACHUKWU

THE FOLLOWING IS ADDED:

International Roughness Index (IRI) Values of the Existing Roadway				
Route	Direction	Mile Post		Existing IRI Value
		From	To	

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.

3 *****3
2 *****2

102.07 PREPARATION OF THE BID

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

1*****1

102.10 SUBMISSION OF THE BID

2*****2

BDC21S-09 DATED MAY 14, 2021

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. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. For wholly State Funded contracts, acknowledgement of compliance with N.J.S.A. 19:44A-20.13, *et seq.*
5. Proposal Bond form.
6. Other related documents as specified in the Contract.
7. 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.

2*****2

DELETE THE FOLLOWING ITEM FOR WHOLLY STATE FUNDED PROJECTS

THE FOLLOWING IS OMITTED:

8. 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.

BDC20S-13 DATED SEP 21, 2020

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.

1*****1

102.13.01 BIDDER PRE-AWARD REQUIREMENTS

2*****2

MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

A. Federal Aid Projects

This section intentionally left blank.

2*****2

BDC21S-09 DATED MAY 14, 2021

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.
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.

2*****2

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SECTION 103 – AWARD AND EXECUTION OF CONTRACT

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103.05 ESCROW BID DOCUMENTS

2*****2

103.05.A ESCROW BID DOCUMENTS

MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

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.

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SECTION 104 – SCOPE OF WORK

1*****1

104.02 VALUE ENGINEERING

2*****2

104.02.01 Purpose and Scope

INCLUDE THE FOLLOWING LIST OF VE PROPOSALS THE DEPARTMENT WILL NOT CONSIDER,
OTHERWISE DELETE

SME CONTACT – PROJECT MANAGER

THE FOLLOWING IS ADDED:

The Department will not consider the following as (a) VE Proposal(s):

2*****2

1*****1

SECTION 105 – CONTROL OF WORK

1*****1

MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

105.01 AUTHORITY OF THE DEPARTMENT

2*****2

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.

2*****2

105.01.03 Contractor Performance Evaluation

REVISE SECTION 105.01.03 TO:

This section intentionally left blank.

2*****2

1*****1

MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

105.02 RESPONSIBILITIES OF THE CONTRACTOR

2*****2

105.02.05 Civil Rights Requirements

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.

2*****2

1*****1

MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

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.

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105.05 WORKING DRAWINGS

1*****1

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BDC21S-08 DATED NOV 18, 2021

TABLE 105.05-1 IS CHANGED TO:

Table 105.05-1 – Working Drawing Submission Category	
Certified	Approved
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
Reinforced Elastomeric Bearings
Sign Legends
Sign Support Structures
Structural Steel Fabrication

Modular Expansion Joint Assemblies
Other work shown on the Plans as conceptual
Precast Concrete Arch Structures
Precast Concrete Box Culverts
Prefabricated Modular Walls
Stay-In-Place Forms
Temporary Sheeting and Cofferdams
Temporary Shielding
Temporary Structures
Value Engineering Plans

2*****2

2*****2

1. Certified Working Drawings.

COMPLETE AND INCLUDE THE FOLLOWING IF THE DEPARTMENT WILL REQUIRE LESS OR MORE THAN 30 DAYS TO REVIEW AND CERTIFY, OR REJECT AND RETURN, WORKING DRAWINGS. PROVIDE A JUSTIFICATION TO INCREASED TIME FRAMES AND OBTAIN PROJECT MANAGER'S APPROVAL.

SME CONTACT – STRUCTURAL DESIGN

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

2*****2

2*****2

2. Approved Working Drawings.

COMPLETE AND INCLUDE THE FOLLOWING IF THE DEPARTMENT WILL REQUIRE LESS OR MORE THAN 45 DAYS TO REVIEW AND APPROVE, OR REJECT AND RETURN, WORKING DRAWINGS. PROVIDE A JUSTIFICATION TO INCREASED TIME FRAMES AND OBTAIN PROJECT MANAGER'S APPROVAL.

SME CONTACT – STRUCTURAL DESIGN

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require ____ days for review and approval or rejection and return of working drawings.

2*****2

1*****1

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

1*****1

LIST ALL UTILITY COMPANIES LOCATED WITHIN THE PROJECT LIMITS.
INCLUDE ADDRESSES AND EMAIL ADDRESSES OF CONTACT PERSONNEL.

SME CONTACT – PROJECT MANAGER

B. Locating Existing Facilities.

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

Bureau of Traffic Operations, South Region (TOCS)
1 Executive Campus-Route 70 West
Cherry Hill, NJ 08002-4106
Telephone: 856-486-6650

For Weigh-in-Motion and Traffic Volume systems contact:

Transportation Data and Safety Unit
PO Box 600
Trenton, NJ 08625
609-963-1891

For Roadway Weather Information Systems contact:

Bureau of Electrical Maintenance, South Region
One Executive Campus Route 70 West
Cherry Hill, NJ 08002-4106
Telephone: 856-486-6627

C. Protection of Utilities.

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

COMPLETE AND INCLUDE THE FOLLOWING WHEN A RAILROAD IS LOCATED WITHIN THE PROJECT LIMITS.

SME CONTACT – PROJECT MANAGER

Frequency of Trains			
Location	Speed	Number Per Day	Time

105.07.02 Work Performed by Utilities

COMPLETE AND INCLUDE THE FOLLOWING FOR ALL UTILITY COMPANIES THAT ARE AFFECTED BY THE PROJECT FOR THE ADVANCE NOTICE REQUIREMENTS. ENSURE NUMBER OF (DAY/S) ADVANCED NOTICE ARE BASED ON CALENDAR DAYS AS RELATED TO THE SCHEDULE

PROVIDE THESE AFFECTED UTILITY COMPANIES WITH A COMPACT DISC CONTAINING ELECTRONIC FILES OF PLANS & SPECIAL PROVISIONS

2*****2

LIST WORK PER STAGE TO BE PERFORMED BY THE UTILITY COMPANIES. INCLUDE A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED BY THE COMPANY AND PROVIDE COMPANY TIME FRAME TO MOBILIZE ON-SITE AND TO PERFORM THE WORK. ENSURE WORK DURATION (DAY/S) ARE BASED ON CALENDAR DAYS AS RELATED TO THE SCHEDULE. INCLUDE SEASONAL RESTRICTIONS FOR THE WORK. ENSURE THAT ANY STAGING AND MULTIPLE COMPANY COORDINATION IS PROPERLY ACCOUNTED FOR IN ALL CONTRACT DOCUMENTS.

2*****2

1 *****
BDC 20S-05 DATED JUN 5, 2020

THE FOLLOWING IS ADDED:

SECTION 106 – CONTROL OF MATERIAL

BDC20S-14 DATED OCT 09, 2020

THE SECTION HEADING IS CHANGED TO:

SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

2*****2

BDC21S-04 DATED AUG 23, 2021

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.

2*****2

2*****2

BDC20S-14 DATED OCT 09, 2020

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.

2*****2

106.02 DEPARTMENT-FURNISHED MATERIAL

INCLUDE THE TYPE OF MATERIALS AND THEIR LOCATION

106.03 FOREIGN MATERIALS

BDC20S-14 DATED OCT 09, 2020

THE SUBSECTION HEADING IS CHANGED TO:

106.03 FOREIGN MATERIALS AND EQUIPMENT

2*****2

1. Wholly State Funded Projects

FOR A WHOLLY STATE FUNDED PROJECT WHICH HAS FEDERAL FUNDS IN AN ASSOCIATED PROJECT COVERED BY THE SAME NEPA (NATIONAL ENVIRONMENTAL POLICY ACT) DOCUMENT, INCLUDE THE FOLLOWING:

SME CONTACT – PROJECT MANAGER

THE ENTIRE TEXT IS CHANGED TO:

Due to the requirements of MAP-21 (Moving Ahead for Progress in the 21st Century Act), comply with the Federal Aid Project requirements specified under Subpart 2.

2*****2

FOR A WHOLLY STATE FUNDED PROJECT WHICH HAS NO FEDERAL FUNDS PERFORM THE FOLLOWING:

SME CONTACT – PROJECT MANAGER

REMOVE SECTION 106.03.2 Federal Aid Projects

2*****2

2*****2

BDC20S-14 DATED OCT 09, 2020

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

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

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

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

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

2*****2

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106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

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2*****2

CONTACT THE APPROPRIATE SMES TO DETERMINE IF A SUBSTITUTE PROPRIETARY ITEM OR THE NAME OF A PARTICULAR SUPPLIER WILL NOT BE PERMITTED FOR A WORK. SPECIFY IN THE APPROPRIATE SUBSECTION WHERE THE INTENDED WORK IS SPECIFIED, AS FOLLOWS:

2*****2

2*****2

INCLUDE "No substitution is permitted" STATEMENT IN THE APPROPRIATE SUBSECTION WHEN A SUBSTITUTION IN SUCH WORK IS NOT PERMITTED

FOR EXAMPLE: IF A PROPRIETARY FENCE MATERIAL IS NEEDED, THEN INCLUDE THE "No substitution is permitted" STATEMENT IN SUBSECTION 605.02.01.

2*****2

1*****1

106.10 USE OF UNITED STATES FLAG VESSELS

INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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

SECTION 107 – LEGAL RELATIONS

1*****1

107.11 RISKS ASSUMED BY THE CONTRACTOR

107.11.01 Risks

1*****1

1. Damage Caused by the Contractor.

FOR PROJECTS WITHIN THE LIMITS NOTED BELOW, THE DESIGNER SHALL INCLUDE THE FOLLOWING ADDITIONAL CLAUSE WITH THE RESPECTIVE LIMITS FOR THAT PROJECT. IF WORKING WITHIN THE VICINITY OF THE TURNPIKE, GARDEN STATE PARKWAY, OR ATLANTIC CITY EXPRESSWAY, NOTE THOSE ALSO.

RT 38 MP 0.5 TO 9.5
RT 42 MP 6.3 TO 13.3
RT 70 MP 0.0 TO 5.4
I-80 MP 57.5 TO 68.3
I-295 MP 40.6 TO 67.79
I-95 MP 0.58 TO 8.77
I-195 MP 0.00 TO 6.25

THE FOLLOWING IS ADDED:

For any damages by the Contractor to the fiber optic network along Route _____, MP _____, also notify the G4S Technology LLC at 877-637-2344 within 2 hours. Only G4S Technology LLC will be allowed to complete repairs on that respective section of the fiber optic network. Directly pay G4S Technology LLC within 30 days from the receipt of G4S Technology LLC's invoice for such repairs, and provide the RE with a copy of the transmittal letter. If the Contractor does not make payment within 30 days, the Department may recover the costs incurred for repairs from the Contract.

1*****1

107.11.02 General Insurance

B. Types

1*****1

2*****2

1. Comprehensive General Liability Insurance.

IF JCP&L RELATED UTILITY WORK IS TO BE PERFORMED, ADD THE FOLLOWING:

THE FOLLOWING IS ADDED:

Ensure the policy names JCP&L, its officers, employees, and agents as additional insured.

2*****2

2*****2

2. Comprehensive Automobile Liability Insurance.

IF JCP&L RELATED UTILITY WORK IS TO BE PERFORMED, ADD THE FOLLOWING:

THE FOLLOWING IS ADDED:

Ensure the policy names JCP&L, its officers, employees, and agents as additional insured.

2*****2

2*****2

5. Excess Liability Insurance.

IF JCP&L RELATED UTILITY WORK IS TO BE PERFORMED, ADD THE FOLLOWING:

THE FOLLOWING IS ADDED:

Ensure the policy names JCP&L, its officers, employees, and agents as additional insured.

2*****2

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107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

REPLACE THIS SECTION WITH: This section intentionally left blank.

1*****1

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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

1*****1

107.14 PATENED DEVICES, AMTERIALS, AND PROCESSES

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

1*****1

107.15 TAXES

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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.

1*****1

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

1*****1

INCLUDE DETAILS, IN THE APPROPRIATE SECTIONS, REGARDING: SPECIALIZED KNOWLEDGE, EXPERIENCE, CRAFTSMANSHIP, AND/OR EQUIPMENT REQUIRED. THE SUBCONTRACTOR MUST BE QUALIFIED TO PERFORM CERTAIN SPECIALTY ITEMS (SUCH AS: SEGMENTAL BRIDGE, DRILLED SHAFTS, BLASTING, ETC.).

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2*****2

FOR A WHOLLY STATE FUNDED PROJECT, PERFORM THE FOLLOWING:

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

2*****2

1. Values and Quantities.

1*****1

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

a.

LIST "SPECIALTY ITEMS"

ITEMS MAY BE CONSIDERED "SPECIALTY ITEMS" DUE TO SPECIALIZED KNOWLEDGE, CRAFTSMANSHIP, OR EQUIPMENT REQUIRED TO PERFORM THE WORK. OBTAIN APPROVAL OF APPROPRIATE SME.

2*****2

SELECT ONE OF THE FOLLOWING.

There are no Specialty Items in this Project.

*****OR*****

Specialty Items are as listed below:

3*****3

SME CONTACT – GEOTECHNICAL ENGINEERING

3*****3

SELECT APPROPRIATE ITEM(S).

SME CONTACT – TRAFFIC SIGNAL AND SAFETY ENGINEERING

Above ground highway lighting items.

*****AND/OR*****

Above ground sign lighting items.

***** AND/OR *****

Above and below bridge deck lighting items.

***** AND/OR *****

Electrical wire items.

3*****3

3*****3

SME CONTACT – MOBILITY AND SYSTEMS ENGINEERING (MSE)

ITS items, except for foundations, standards, and junction boxes.

3*****3

3*****3

LIST ADDITIONAL "SPECIALTY ITEMS"
AS APPROVED BY THE SME

3*****3

2*****2

1*****1

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS:

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.

1*****1

1*****1

INCLUDE THE FOLLOWING IF LANE RENTAL IS NECESSARY OTHERWISE DELETE.

SME CONTACT – TRAFFIC OPERATIONS (TO OBTAIN ALLOWABLE HOURS)
SME CONTACT – ROAD USER SOLUTIONS (TO OBTAIN RENTAL RATE)

THE FOLLOWING NEW SUBPART IS ADDED:

108.07.03 Lane Rental

Lane and shoulder closures are restricted to the schedule provided in the Traffic Control Details of the plans, and as specified in 108.07.01. The Contractor may extend the allowable hours for lane and shoulder occupancy as provided by Table 108.07.03-1 with the RE's written approval. Submit a written request to the RE to rent lanes and shoulders for an extended period at least 14 days prior to the anticipated use. In the request, provide the following information:

1. Route, direction, and milepost limits
2. Closure Description (Lane type/shoulder)
3. Date(s)/Days

4. Start Time(s)
5. Finish Time(s)
6. Reason
7. Calculation of Lane Rental Cost for each closure

The Department will assess the lane rental charge for each hour the Contractor occupies a lane in accordance with Table 108.07.03-1. If the Contractor does not occupy the lane during the extended hours, the Department will not assess a lane rental charge. If the Contractor occupies the lane for fewer hours than requested, the Department will only assess a lane rental charge for the time that the Contractor has actually occupied the lane. If the Contractor occupies a lane for a portion of an hour, the Department will round the occupancy time to the next highest half hour.

The Department will assess a lane rental charge for lane and/or shoulder occupancy of the roadway at the rates provided in Table 108.07.03-1.

2*****2
COMPLETE AND INCLUDE THE APPROPRIATE LANE RENTAL CHARGE INFORMATION.

SME CONTACT – TRAFFIC OPERATIONS (TO OBTAIN ALLOWABLE HOURS)
SME CONTACT – ROAD USER SOLUTIONS (TO OBTAIN RENTAL RATE)

Table 108.07.03-1 Lane Rental Availability and Charge

Roadway	Direction	Closure Description	Closure Time		Rental Time
			Day(s)	Start Time	Finish Time
				Hours	Hours
					\$ per hour

2*****2

Do not occupy a lane or shoulder beyond the RE's approved extension of the allowable hours for lane and shoulder occupancy. If the Contractor's lane closure exceeds the allowable time period, the Department will assess Lane Occupancy Charges in accordance with 108.08.

1*****1

108.08 LANE OCCUPANCY CHARGES

1*****1

BDC20S-03 DATED JUL 17, 2020

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.

INCLUDE APPROPRIATE LANE OCCUPANCY CHARGE INFORMATION.

SME CONTACT – ROAD USER SOLUTIONS

THE FOLLOWING IS ADDED:

The rate to calculate the Occupancy Charge is as follows:

Description	Rate
*****1	*****1

108.10 CONTRACT TIME

2*****2
 COMPLETE AND INCLUDE THE FOLLOWING WHEN DATES ARE SPECIFIED.
 DELETE "A", IF NOT APPLICABLE, AND REASSIGN APPROPRIATE LETTER TO THE REMAINING
 STATEMENTS.

SME CONTACT – CONSTRUCTION MANAGEMENT AND REGIONAL CONSTRUCTION ENGINEER

- A. Complete all work required for Interim Completion for _____ on or before _____.
- B. Complete all work required for Substantial Completion on or before _____.
- C. Achieve Completion on or before _____.

2*****2

*****OR*****

2*****2

COMPLETE AND INCLUDE THE FOLLOWING WHEN A NUMBER OF DAYS ARE SPECIFIED.
 DELETE "A", IF NOT APPLICABLE, AND REASSIGN APPROPRIATE LETTER TO THE REMAINING
 STATEMENTS.

SME CONTACT – CONSTRUCTION MANAGEMENT AND REGIONAL CONSTRUCTION ENGINEER

FOR TRANSPORTATION SYSTEMS MANAGEMENT (TSM) LEAD ITS PROJECTS, CONTACT MSE FOR
 THE NEED OF ITS BURN-IN PERIOD FOR ITS SYSTEM TESTING.

SME CONTACT – MOBILITY AND SYSTEMS ENGINEERING (MSE)

- A. Complete all work required for Interim Completion for _____ in _____ days.
- B. Complete all work required for Substantial Completion in _____ days.
- C. Achieve Completion in _____ days.

2*****2

*****OR*****

2*****2
COMPLETE AND INCLUDE THE FOLLOWING WHEN A NUMBER OF WORKING DAYS ARE SPECIFIED.
DELETE APPROPRIATE PART(S), IF NOT APPLICABLE, AND REASSIGN APPROPRIATE LETTER TO
THE REMAINING STATEMENTS

SME CONTACT – CONSTRUCTION MANAGEMENT AND REGIONAL CONSTRUCTION ENGINEER

FOR TSM LEAD ITS PROJECTS, CONTACT MSE FOR THE NEED OF ITS BURN-IN PERIOD FOR ITS
SYSTEM TESTING.

SME CONTACT – MOBILITY AND SYSTEMS ENGINEERING (MSE)

- A. Complete all work required for Interim Completion for _____ in _____ working days.
- B. Complete all work required for Substantial Completion in _____ working days.
- C. Achieve Completion in _____ working days.

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108.11.01 Extensions to Contract Time

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FOR WHOLLY STATE FUNDED PROJECTS, PERFORM THE FOLLOWING:

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.

2*****2

B. Types of Delays.

2. Excusable, Non-Compensable Delays.

b. Utilities.

INCLUDE THE FOLLOWING, IF THE PROJECT DURATION IS LESS THAN 1 YEAR AND AMOUNT OF
DURATION OF UTILITY WORK PERFORMED BY UTILITY COMPANY IS MINOR. SUBJECT TO REVIEW
AND APPROVAL OF SME

SME CONTACT – PROJECT MANAGER

THE LAST PARAGRAPH IS CHANGED TO:

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.

2*****2

FOR WHOLLY STATE FUNDED PROJECTS, PERFORM THE FOLLOWING:

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.

2*****2

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

COMPLETE AND INCLUDE THE FOLLOWING WHEN ROW HAS NOT BEEN SECURED FOR THOSE PARCELS. PROVIDE ANTICIPATED DATES OF AVAILABILITY.

SME CONTACT – PROJECT MANAGER

The Department has not obtained the following ROW parcels. The anticipated availability dates are provided:

Properties and Vacation/Availability Dates			
Demolition and/or Parcel No.	Approximate Baseline Station	Offset/Direction	Date

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

COMPLETE AND INCLUDE THE FOLLOWING IF START OF WORK IS RESTRICTED BY DEPARTMENT ACTION

SME CONTACT – PROJECT MANAGER
LIST ITEM (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

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

108.15 TERMINATION OF CONTRACT

FOR WHOLLY STATE FUNDED PROJECTS, PERFORM THE FOLLOWING:

108.15.02 For Cause

REVISE PARAGRAPH FIVE TO:

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

108.19 COMPLETION AND ACCEPTANCE

INCLUDE SPECIFICATION PRIOR TO THE FINAL DESIGN SUBMISSION FOR INCENTIVE PAYMENT.
IF NO INCENTIVE PAYMENT FOR EARLY COMPLETION IS TO BE SPECIFIED INCLUDE THE
FOLLOWING:

SME CONTACT – ROAD USER SOLUTIONS

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

OBTAIN ROAD USER COST

SME CONTACT – ROAD USER SOLUTIONS

OBTAIN CONSTRUCTION ENGINEERING COST

SME CONTACT – CONSTRUCTION MANAGEMENT

SELECT APPROPRIATE CONDITION FROM THE FOLLOWING LIST

Liquidated damages are as follows:

2 *****2

COMPLETE AND INCLUDE THE FOLLOWING.

DELETE APPROPRIATE PART(S), IF NOT APPLICABLE AND REASSIGN APPROPRIATE LETTER TO
THE REMAINING STATEMENTS

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Interim Completion, the Department will assess liquidated damages in the amount of \$ _____.
USE ONLY THE ROAD USER COST

- B. 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 \$_____.

FULL TRAFFIC ACCESS NOT ACHIEVED – USE THE TOTAL COST OF THE ROAD USER AND CONSTRUCTION ENGINEERING COSTS.

For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion but has completed the work as specified for Full Traffic Access, the Department will assess liquidated damages in the amount of \$_____.

FULL TRAFFIC ACCESS ACHIEVED – USE ONLY THE CONSTRUCTION ENGINEERING COST

- C. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$_____.

USE ONLY THE CONSTRUCTION ENGINEERING COST DIVIDED BY 2.

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SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

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BDC21S-01 DATED MAR 08, 2021

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.

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FOR WHOLLY STATE FUNDED PROJECTS, MAKE THE FOLLOWING CHANGES

REVISE THE ENTIRE TEXT OF SECTION 109.03 TO THE FOLLOWING:

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

1*****1

FOR WHOLLY STATE FUNDED PROJECTS, MAKE THE FOLLOWING CHANGES

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

INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

*****2

BDC20S-07 DATED MAY 29, 2020

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
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.

*****2

INCLUDE THE FOLLOWING FOR WHOLLY LANDSCAPE PROJECTS

SME CONTACT – LANDSCAPE ARCHITECTURE

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.

109.09 AUDITS

INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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.

109.11 FINAL PAYMENT AND CLAIMS

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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 151 – PERFORMANCE BOND AND PAYMENT BOND

151.01 DESCRIPTION

This Section describes the requirements for providing a performance bond and a payment bond.

151.02 MATERIALS

(Intentionally Blank)

151.03 PROCEDURE

151.03.01 Performance Bond and Payment Bond (Section in bold shall be utilized)

(Unbolded section shall not be utilized) Using bond forms issued by the Department, provide a performance bond and a payment bond to the Department within 15 days of the date of Award or Conditional Award. Ensure that the penal sum of the bond is equal to at least the Total Contract Price less the bid price for PERFORMANCE BOND AND PAYMENT BOND. With the bond, provide a certification authorizing the attorney-in-fact to commit the Surety and a true and correct statement of the Surety's financial condition. Submit the broker's fees, the certified rate schedule, and the report of execution for the bond to the RE.

Obtain bonds from sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State. Reinsurance is prohibited as per N.J.A.C 16:44-6.1(b)6. If the Surety becomes insolvent before Acceptance, provide a performance bond and a payment bond issued by another surety to the Department.

The Department may adjust Contract Time, require extra work, or issue other changes authorized by the Contract without obtaining the consent of the surety of the bonds.

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

SECTION 152 – INSURANCE

152.03.01 Railroad Protective Liability Insurance

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INCLUDE THE FOLLOWING WHEN RAILROAD INSURANCE IS REQUIRED.

SME CONTACT – PROJECT MANAGER

Procure and maintain insurance coverage for the following railroad(s):

3*****3
INCLUDE THE APPROPRIATE RAILROAD(S).

National Railroad Passenger Corporation (AMTRAK)

*****AND/OR*****

Consolidated Rail Corporation (CONRAIL)

*****AND/OR*****

New Jersey Transit Rail Operations

*****AND/OR*****

New York Susquehanna & Western Railway Corporation (NYS&W)

3*****3
2*****2

2*****2
LIST THE NAME AND ADDRESS OF THE RAILROAD COMPANY REPRESENTATIVE

2*****2

2*****2
COMPLETE AND INCLUDE THE PERCENTAGE OF PROJECT COST WITHIN RAILROAD ROW

It is estimated that ____ percent of the Project cost is located within or adjacent to the railroad ROW.

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SECTION 153 – PROGRESS SCHEDULE

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CHOOSE "BAR CHART PROGRESS SCHEDULE AND UPDATES" ONLY IF TOTAL CONTRACT PRICE IS
BELOW 2 MILLION DOLLARS AND THE CONSTRUCTION DURATION IS LESS THAN 9 MONTHS.
CONFIRM WITH THE DEPARTMENT

SME CONTACT – PROJECT MANAGER

2*****2
MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

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.

2*****2
MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

153.03.03 BAR CHART PROGRESS SCHEULE UPDATE

REVISE THE THIRD PARAGRPAH 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:

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SECTION 155 – CONSTRUCTION FIELD OFFICE

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MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

1*****1

MAKE THE FOLLOWING REVISION FOR WHOLLY STATE FUNDED PROJECTS

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

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BDC21S-18 DATED NOV 08, 2021

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.

PROVIDE OTHER TYPE EMERGENCY SPILL KIT, IF NEEDED

SME CONTACT – ENVIRONMENTAL SOLUTIONS

SECTION 159 – TRAFFIC CONTROL

PROVIDE SPECIFICATIONS FOR TEMPORARY ITS OR OTHER REQUIREMENTS, IF NECESSARY.

SME CONTACT – TRAFFIC OPERATIONS CENTERS

159.02.02 Equipment

INCLUDE THE FOLLOWING EQUIPMENT IF THE REMOTELY OPERATED PVMS OR PORTABLE TRAILER MOUNTED CCTV CAMERA ASSEMBLY ARE NEEDED

SME CONTACT – TRAFFIC OPERATIONS

THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

Portable Variable Message Sign w/Remote Communication.....1001.04

Portable Trailer Mounted CCTV Camera Assembly.....1001.05

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:

159.03.02 Traffic Control Devices

BDC19S-10 DATED APR 30, 2020

THE FIRST PARAGRAPGH 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.

BDC19S-07 DATED FEB 28, 2020

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.

BDC20S-15 DATED JAN 15, 2021

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.

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9. Portable Trailer Mounted CCTV Camera Assembly (PTMCCA).

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IF THE PTMCCA IS REQUESTED BY CONSTRUCTION MANAGEMENT, REVISE THIS AND OTHER REQUIREMENTS WILL NEED TO BE INCLUDED.

SME CONTACT – MSE; TRAFFIC OPERATIONS/CONSTRUCTION MANAGEMENT AS APPLICABLE

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2*****2

DESIGNERS MUST CHECK WITH MSE'S MOBILITY MANAGEMENT WORK ZONE UNIT AND TRAFFIC OPERATIONS TO CONFIRM IF REAL TIME WORK ZONE TRAFFIC SYSTEM (RTWZTS) IS REQUIRED. ONCE CONFIRMED AND IF RTWZTS IS REQUESTED BY TRAFFIC OPERATIONS, THEN REQUEST THE SPECIFICATIONS FROM MSE AND INCLUDE HEREAFTER MODIFYING THE SPECIFICATIONS TO INCLUDE THE NUMBER OF PVMSRC REQUIRED WITH LOCATIONS AND ANY OTHER ADDITIONAL REQUIREMENTS SPECIFIC TO THE PROJECT. DEVELOP AND INCLUDE A REAL TIME MESSAGE TABLE LISTING THE DESIGNATED ROUTE, LOCATION OF EXISTING/PROPOSED SIGN AND THE TRAVEL TIME MESSAGE TO BE DISPLAYED.

SME CONTACT –MSE'S MOBILITY MANAGEMENT WORK ZONE UNIT, TRAFFIC OPERATIONS

10. REAL TIME WORK ZONE TRAFFIC SYSTEM (RTWZTS)

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159.03.08 Traffic Direction

B. Police.

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BDC21S-17.DATED DEC 10, 2021

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

AFTER CHECKING WITH TRAFFIC OPERATIONS INCLUDE PAYMENT CRITERIA FOR PVMSRC AND PTMCCA. NOTE THAT WHEN REAL TIME WORK ZONE SYSTEM (RTWZS) IS ALSO SPECIFIED IN A PROJECT INCLUDE SEPARATE SPECIFIC PAYMENT CRITERIA BASED ON PERFORMANCE OF RTWZS.

SME CONTACT – TRAFFIC OPERATIONS & MOBILITY AND SYSTEMS ENGINEERING (MSE)

BDC20S-01 DATED MAR 13, 2020

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.

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 FUEL PRICE ADJUSTMENT

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly 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.

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160.03.02 ASPHALT PRICE ADJUSTMENT

THE THIRD PARAGRAPH IS CHANGED TO:

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BA = Basic Asphalt price Index

T = Tons of new Asphalt Binder

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the new asphalt 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.

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

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DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

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IF JCP&L RELATED UTILITY WORK IS TO BE PERFORMED, ADD THE FOLLOWING:

Remove trees and branches within 15 feet of the end of JCP&L pole cross arms. If the resulting tree is rendered hazardous, then remove the entire tree according to Section 802.

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201.03.02 Clearing Site, Bridge and Clearing Site, Structure

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INCLUDE THE FOLLOWING FOR DECK AND/OR BEAM ENCASEMENT REMOVAL WHEN THE
REMAINDER OF EXISTING SUPERSTRUCTURE IS TO REMAIN.

SME CONTACT – STRUCTURAL DESIGN

THE FOLLOWING IS ADDED:

The procedure is described below:

1. **Prestressed Concrete Stringers and Concrete Diaphragms.** Repair damage to prestressed concrete stringers and concrete diaphragms using nonshrink grout conforming to 903.08 before deck placement.
2. **Steel Stringers, Floorbeams, Cross Frames, and Diaphragms.**
 - a. Repair procedures to tensile components in conformance with ASTM A6/A6M and the following:
 - 1 Repair gouges up to 1/8 inch by grinding flush in the direction of principal stress.
 - 2 Repair gouges deeper than 1/8 inch by first grinding; then, depositing weld metal and grinding flush with the surface of the metal in the direction of principal stress. Weld using low hydrogen electrodes conforming to current AWS Specifications A5.1 and A5.5.
 - 3 Repair kinks and deformations by flame straightening or a combination of flame straightening and jacking. Ensure flame straightening is performed by personnel having a minimum of three years of documented experience. Submit the names of the personnel to the RE for review and approval prior to performing the work.
 - b. Repair procedures to compression components for kinks and deformations as outlined in 2.a.3 above. Where more than 5 percent of the cross-sectional area of the member is damaged, submit a repair procedure to the RE for review and approval.

Clean and paint exposed existing top flanges of beams with prime coat as specified in 554.03.

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INCLUDE THE FOLLOWING IF GROUNDING FOR ELECTRIFIED RAIL LINES IS REQUIRED TO BE
DONE BY THE RAILROAD

1. **Grounding for Electrified Railroad.** Submit a list of required grounding materials to the RE for approval 21 days before construction operation. In the list, include the material description, manufacturer, and catalog number. After obtaining the RE's approval, submit the list to the railroad for review and approval. Do not

order the materials prior to obtaining the railroad's approval. Furnish and deliver the grounding materials to the railroad. Obtain a receipt for the materials from the railroad and provide a copy to the RE.

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ENTER THE QUANTITIES BELOW AND ANY REVISIONS TO THE MATERIALS LISTED AFTER CONSULTATION WITH THE RAILROAD.

SME CONTACT – STRUCTURAL DESIGN AND PROJECT MANAGER

List of Materials	
Description	Quantity Required
U-bolt, 7/8 inch diameter by 4 inch, BS fastener	-----
Strap, clevis, 1 1/4 by 2 inches stock, 12 inch connecting length, 1 inch diameter hole, 5/8 inch diameter bolt, ultimate strength 25 psi, Brewer Tilchener Corp.-3074 C	-----
Dead end eye bolt, compression type steel, use DIE 6010SH, compression tool, 60A ALCOA 9190-332	-----
Jumper cable, compression type aluminum, use DIE 6020AH, compression tool 60A ALCOA 5120-781	-----
Terminal - Bundy AK2C39B1 to 336400 Cable (1)	-----
Ground terminal - Bundy AK2C39B1 to 336400 Cable (2)	-----
Terminal - solid barrier to 0.17 square inch cable Bundy KC28B1	-----
Compound, aluminum to copper connection (ALNOX) CANS	-----
Termination, dead end strand clamp, ALCO 336 4 KCM	-----
Clip, bronze, complete type BC, Ohio brass	-----
Thimble-Bronx 336 4 KCM	-----
U-bolt, 1 1/4 inch diameter by 1 1/2 inch loop 336 4 KCM 11, 30/7 STR ACSR, ANACONDA insulated aluminum cable having a diameter of 0.17 square inches, ANACONDA	-----

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201.03.03 Clearing Site, Tank Removal

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COMPLETE AND INCLUDE FOLLOWING INFORMATION, WHEN TANK(S) REMOVAL ARE REQUIRED

SME CONTACT – ENVIRONMENTAL SOLUTIONS

Remove following:

Parcel No.	Tank Size	Contents	Tank Registration No.

1*****1

201.03.08 Removal of Asbestos

INCLUDE LOCATION AND OTHER REQUIREMENTS FOR THE REMOVAL OF ASBESTOS

SME CONTACT – CAPITAL PROGRAM SYSTEMS MANAGEMENT

201.04 MEASUREMENT AND PAYMENT
THE FOLLOWING IS ADDED:

COMPLETE AND INCLUDE AMOUNT USING ENGINEER'S ESTIMATE

SME CONTACT – CONSTRUCTION MANAGEMENT

The Department will not make payment for the Item CLEARING SITE in excess of \$ _____ until Completion.

INCLUDE PARTIAL PAYMENTS, IF REQUIRED FOR REMOVAL OF THE BRIDGE OR STRUCTURE
SCHEDULED IN STAGES.

THE FOLLOWING EXAMPLE REPRESENTS A BRIDGE SCHEDULED TO BE REMOVED IN 3 STAGES.
THE SEQUENCE OF CONSTRUCTION REQUIRED REMOVAL OF 20 PERCENT OF THE BRIDGE IN
STAGE I, 40 PERCENT IN STAGE II, AND 40 PERCENT IN STAGE III. THE ENGINEER'S ESTIMATE FOR
THE ITEM AMOUNT WAS \$4,000,000. THE PAYMENT SCHEDULE FOR "CLEARING SITE, BRIDGE
(STRUCTURE NO.)" WILL BE AS FOLLOWS:

- FOR THE ITEM "CLEARING SITE BRIDGE (STRUCTURE NO.)", THE DEPARTMENT WILL NOT MAKE IN EXCESS OF \$4,000,000 UNTIL SUBSTANTIAL COMPLETION.
- THE DEPARTMENT WILL MAKE PAYMENT OF 20 PERCENT OF THE PRICE BID (OR \$800,000, WHICHEVER IS LESS) UPON ACCEPTANCE OF STAGE I DEMOLITION.
- THE DEPARTMENT WILL MAKE PAYMENT OF 40 PERCENT OF THE PRICE BID (OR \$1,600,000, WHICHEVER IS LESS) UPON ACCEPTANCE OF STAGE II DEMOLITION.
- THE DEPARTMENT WILL MAKE PAYMENT OF 40 PERCENT OF THE PRICE BID (OR \$1,600,000, WHICHEVER IS LESS) UPON ACCEPTANCE OF STAGE III DEMOLITION.

COMPLETE AND INCLUDE THE VALUE

SME CONTACT – CONSTRUCTION MANAGEMENT

The Department will not make payment for the Item CLEARING SITE, BRIDGE () in excess of \$ _____ until Substantial Completion.

The Department will not make payment for the Item CLEARING SITE, STRUCTURE () in excess of \$ _____ until Substantial Completion.

SECTION 202 – EXCAVATION

202.03.01 Stripping

BDC20S-02 DATED MAR 20, 2020

THE SECOND PARAGRAPH IS CHANGED TO:

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

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 304 – CONCRETE BASE COURSE

304.03.01 Concrete Base Course

↑*****↑

FOR A WHOLLY STATE FUNDED PROJECT, INCLUDE THE FOLLOWING

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

↑*****↑

FOR A WHOLLY STATE FUNDED PROJECT, INCLUDE THE FOLLOWING

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

401.03.01 Milling

A. HMA Milling.

1 *****
COMPLETE AND INCLUDE TIME INTERVAL FOR RESURFACING THE MILLED PAVEMENT BASED ON
THE PROJECT STAGING. MAXIMUM TIME INTERVAL MAY VARY BUT SHALL NOT EXCEED 72 HOURS.

SME CONTACT – TRAFFIC OPERATIONS AND REGIONAL CONSTRUCTION ENGINEER

Stage	Max. Time Interval Allowed
1 *****	1 *****

C. Micro-Milling and Profile Milling.

1 *****
BDC21S-19 DATED JAN 20, 2021

THE FOLLOWING IS ADDED AT THE END:

The Department will provide the time interval for resurfacing the micro-milled areas in the Special Provisions. Extensions to the time interval may be approved by the RE. The RE is responsible for performing a daily inspection of the micro-milled surface to ensure continued compliance with ASTM E 965. The contractor is responsible for any incidental costs incurred as a result of time interval extension.

2 *****
COMPLETE AND INCLUDE TIME INTERVAL FOR RESURFACING THE MILLED PAVEMENT BASED ON
THE PROJECT STAGING:
FOR PROJECTS WITH A POSTED SPEED LIMIT OF 40 MPH OR LESS MAXIMUM TIME INTERVAL MAY
VARY BUT SHALL NOT EXCEED 72 HOURS.
FOR PROJECTS WITH A POSTED SPEED LIMIT OF 45 MILES PER HOUR OR GREATER THE TIME
INTERVAL IS TO BE 0 HOURS.

3 *****
The RE may increase the allowable time interval to a maximum of 72 hours based on field conditions and provided that the condition does not deteriorate the pavement or impact the safety of the traveling public.

SME CONTACT –REGIONAL CONSTRUCTION ENGINEER

Stage	Max. Time Interval Allowed
3 *****	3 *****
2 *****	2 *****
1 *****	1 *****

401.03.07 HMA Courses

A. Paving Plan.

1 *****
BDC20S-09 DATED JUL 6, 2020

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06.
1 *****

C. Test Strip

2 *****2
FOR WHOLLY STATE FUNDED PROJECTS INCLUDE THE FOLLOWING
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:
2 *****2

D. Transportation and Delivery of HMA.

1 *****
BDC20S-09 DATED JUL 6, 2020
THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:
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.
1 *****

E. Spreading and Grading.

2 *****2
USE 100% OF THE SURFACE COURSE JOINT LENGTH TO ESTIMATE THE QUANTITY OF
POLYMERIZED JOINT ADHESIVE
2 *****2

G. Opening to Traffic.

1 *****
BDC20S-08 DATED JUN 12, 2020
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.
1 *****

H. Air Void Requirements

2 *****2
FOR WHOLLY STATE FUNDED PROJECTS INCLUDE THE FOLLOWING
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). 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 form DS&S-PD provided from the Local Aid District Office 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 ($X_1, X_2, \dots, X_N$).

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

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_L and PD_U associated with Q_L and Q_U , respectively. $PD = PD_L + PD_U$
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 (%)
$0 < PD \leq 15$	0
$15 < PD \leq 30$	0.5
$30 < PD \leq 35$	2
$35 < PD \leq 40$	10
$40 < PD \leq 45$	15
$45 < PD \leq 50$	20
$50 < PD \leq 60$	30
$60 < PD \leq 75$	45
$PD > 75$	Remove & Replace

5. **Outlier Detection.** If $PD < 10$, the Laboratory will not screen for outliers. If $PD \geq 10$, 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.

2*****2

I. Thickness Requirements

2*****2

FOR WHOLLY STATE FUNDED PROJECTS INCLUDE THE FOLLOWING

3*****3

PERFORM THE FOLLOWING FOR RESURFACING PROJECTS:

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.

3*****3

PERFORM THE FOLLOWING FOR NEW CONSTRUCTION, COMPLETE RECONSTRUCTION OR
WIDENINGS GREATER THAN EIGHT FEET

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the District Local Aid Office may waive the thickness 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). 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 test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

1. **Total Thickness.** The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Laboratory will consider 25 percent defective as the acceptable quality limit. For lots where $PD < 25$, the Department will award a positive pay adjustment. For lots where $PD > 25$, the Department will assess a negative pay adjustment.

The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows

- a. **Sample Mean ($\bar{X}$) and Standard Deviation (S) of the N Test Results ($X_1, X_2, \dots, X_N$).** Calculate as specified in 401.03.07.H.1.

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

- b. **Quality Index (Q_L)**

$$Q_L = \frac{(\bar{X} - T_{des})}{S}$$

Where T_{des} = design thickness.

- c. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with Q_L (lower limit).
- d. **Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.07-5.

Table 401.03.07-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness

Percent Defective	Percent Reduction
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5
35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

- e. **Retest.** If the initial series of 5 cores produces a percent defective value of $PD \geq 30$, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the RE. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the reduction in payment for nonconformance requirements. If the additional cores are taken, the ME will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores.
 - f. **Removal and Replacement.** If the lot $PD \geq 45$, remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.
2. **Surface Course Thickness.** The Laboratory will evaluate the surface course solely to determine whether a remove-and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with $PD \leq 30$ and will reject pavement lots with $PD > 30$.

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. **Sample Mean (X) and Standard Deviation (S) of the N Test Results (X₁, X₂, ..., X_N).** Calculate using the formula as specified in 401.03.03.L.1.

- b. **Quality Index (Q).**

$Q_L = (X - T_{all})/S$, where T_{all} is the minimum allowable thickness from Table 401.03.07-6.

Table 401.03.07-6 Surface Course Thickness Requirements

HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T _{all})
4.75 MM	0.50 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST - Statistical Tables (NJDOT Standard Specs for Roads and

Bridges 2019-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with Q_L (lower limit).

- d. **Retest.** If the initial series of 5 cores produces a percent defective value of $PD > 30$, the Contractor may take an additional 5 cores at random locations determined by the Laboratory. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the PPA. When the additional cores are taken, the Laboratory will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores to obtain the total PD.
- e. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a $PD \leq 45$, the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

3*****3

2*****2

J. Ride Quality Requirements.

REPLACE THIS SUBSECTION WITH THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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.

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 = 0 ²
		T ≤ IRI ≤ 170	PA1 = PAE
		IRI > 170	PA1 = -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 = 0 ²
		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 ²
		120 < IRI ≤ 170	PA3 = PAE
		IRI > 170	PA3 = -A or Corrective action

PA4	Will include, if tested	IRI ≤ T	PA4=0 ²
		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

D¹ = Design thickness of last lift to be evaluated, Inch

M = Bid price of Milling, per Square Yard

T = Target IRI

- For various design thicknesses of last lift to be evaluated within a segment, calculate the thickness using the following equation:

$$\text{Design thickness of last lift to be evaluated (D)} = \frac{D_1 N_1 + D_2 N_2 + \dots + D_N N_N}{N_1 + N_2 + N_3 + \dots + N_N}$$

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

- Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment will not be greater than zero.

3*****3

COMPLETE AND INCLUDE TABLE 401.03.07-7A FOR ANY ROADWAYS THAT ARE TO BE EXCLUDED FROM THE RIDE QUALITY REQUIREMENTS OF SUBSECTION 401.03.07.J:

THE FOLLOWING IS ADDED:

Table 401.03.07-7A Exclusions for Resurfacing or Reconstruction

Roadway	Lane Number	Exclusions

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

3*****3

Table 401.03.07-7B Minimum Value of P

Surface Course Mix	P
Hot Mix Asphalt (Dense Graded) with PG 64-22 binder	\$60.00
Hot Mix Asphalt (Dense Graded) with PG 64E-22 binder	\$70.00
Stone Matrix Asphalt, High Performance Thin Overlay, Ultra-Thin Friction Course, Open Graded or Gap Graded Mixes not specified in this table	\$80.00
Bridge Deck Waterproof Surface Course	\$250.00

Table 401.03.07-8 Target IRI for Resurfacing or Reconstruction (T)³

Roadway Type	Current average IRI (C)	New Construction or Reconstruction	Number of Operation for other than New Construction or Reconstruction ⁵			
			One ⁴	Two ⁴	Three ⁴	Four or More ⁴
Target IRI (T)						
NHS & NJDOT Freeways or Limited Access Highways	≤ 60	50	50	50	50	50
	61 to ≤95		53	50	50	50
	96 to ≤170		55	53	50	50
	171 to ≤200		0.64C ⁷	55	53	50
	201 to ≤285			58	55	50
	>286 ⁸			60	58	53
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit > 35 MPH	≤ 60	60	60	60	60	60
	61 to ≤95		63	60	60	60
	96 to ≤170		66	63	60	60
	171 to ≤200		0.64C ⁷	66	63	60
	201 to ≤285			69	66	60
	>286 ⁸			72	69	63
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit ≤ 35 MPH	≤ 60	70	70	70	70	70
	61 to ≤95		74	70	70	70
	96 to ≤170		77	74	70	70
	171 to ≤200		0.64C ⁷	77	74	70
	201 to ≤285			81	77	70
	>286 ⁸			84	81	74
Local Roadway with Posted Speed ≥45 MPH	C	80	0.7C or 80 whichever is higher	0.49C or 80 whichever is higher	0.34C or 80 whichever is higher	0.24C or 80 whichever is higher
Local Roadway with Posted Speed <45 MPH	C	100	0.84C or 100 whichever is higher	0.59C or 100 whichever is higher	0.41C or 100 whichever is higher	0.29C or 100 whichever is higher

1. The Department will determine target IRI (T) of roadways containing multiple speed limits of greater than 35 MPH and less than or equal to 35 MPH based on the following equation:

$$\text{Target IRI of a roadway consists of N Roadway type (T)} = \frac{T_1 L_1 + T_2 L_2 + \dots T_N L_N}{L_1 + L_2 + L_3 + \dots L_N}$$

- Where T_N is the Target IRI of N section and L_N is the length of N section in miles to the nearest 0.01 mile
2. Current average IRI (C) is the average of the latest available preconstruction IRI data.
3. The target IRI (T) is selected or calculated from the table and rounded to the nearest whole number.

4. Multiply T with 1.05 for HMA over Concrete, if total HMA after proposed treatment is less than 8 inch thick.
5. Milling is one operation. Paving each layer of asphalt mix is an individual operation unless plans specify paving a mix in two lifts. In such case, each lift is considered as an operation.
6. Construction or reconstruction of full pavement box on subgrade is new construction or reconstruction.
7. Use Pay Equation as below:

$IRI \leq T$	$PA=0$
$IRI > T$	$PA=PAE$
8. For paving over rubblized concrete, use $C > 286$ to determine target IRI, then multiply T with 1.05 if total HMA after proposed treatment is less than 8-inch thick.
9. Paving in one lift with no corrective work such as milling, grinding or pre-levelling of at least 25 percent of surface area of existing pavement is one operation.

- b. **Corrective Action.** The Department may require corrective action or assess the maximum negative pay adjustment as computed in Table 401.03.07-7, if the average IRI after testing is performed of NHS or NJDOT jurisdiction roadway is greater than 170 inches per mile, or average IRI local roadway is greater than $T+80$ or 170 whichever is higher. If the Department requires corrective action submit a plan for corrective action. If the plan for corrective action is approved and the lot is corrected, the Department will retest and evaluate the corrected area as a new lot that must meet the same requirements as the initial work. If the plan for corrective action is not approved, the Department may require removal and replacement. The replacement work is subject to the same requirements as the initial work.

2*****2
FOR WHOLLY STATE FUNDED PROJECTS PERFORM THE FOLLOWING

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). 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 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 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.

1*****1

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:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times BP \times \text{Reduction Per Lot (\%)} .$$

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:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times BP \times \text{Percent Reduction (\%)} .$$

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

INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS:

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.

INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS:

ADD THE FOLLOWING AS THE LAST SENTENCE OF THE FIRST PARAGRAPH OF SECTION 405.03.02.1:

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.

SEND EMAIL TO SME TO REQUEST THE EXCLUSIONS IN TABLE 405.03.02-1A FOR ROADWAYS WITHIN THE PROJECT AND INCLUDE THE FOLLOWING

SME CONTACT – PAVEMENT & DRAINAGE MANAGEMENT & TECHNOLOGY UNIT

THE FOLLOWING IS ADDED:

Table 405.03.02-1A Exclusions for Concrete Surface Course

Roadway	Lane Number	Exclusions

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

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.

BDC20S-09 DATED JUL 6, 2020

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.

SEND EMAIL TO SME TO REQUEST THE EXCLUSIONS IN TABLE 421.03.03-2A FOR ROADWAYS
WITHIN THE PROJECT AND INCLUDE THE FOLLOWING

SME CONTACT – PAVEMENT & DRAINAGE MANAGEMENT & TECHNOLOGY UNIT

THE FOLLOWING IS ADDED:

Table 421.03.03-2A Exclusions for Micro Surfacing or Slurry Seal		
Roadway	Lane Number	Exclusions

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

SECTION 422 – FOG SEAL

422.03.01 Fog Seal Surface Treatment

A. Fog Sealing Plan.

BDC20S-09 DATED JUL 6, 2020

PART (5) IS CHANGED TO:

5. Lighting plan for night operations as specified in 108.06 for paving.

DIVISION 450 – CONCRETE PAVEMENT REHABILITATION

SECTION 454 – DIAMOND GRINDING EXISTING CONCRETE PAVEMENT

454.03.02 Ride Quality Requirements

4. Quality Acceptance. The Department will determine acceptance and provide PA based on the following:

a. Pay Adjustment.

SEND EMAIL TO SME TO REQUEST THE EXCLUSIONS IN TABLE 454.03.02-1A FOR ROADWAYS
WITHIN THE PROJECT AND INCLUDE THE FOLLOWING

SME CONTACT – PAVEMENT & DRAINAGE MANAGEMENT & TECHNOLOGY UNIT

THE FOLLOWING IS ADDED:

Table 454.03.2-1A Exclusions for Diamond Grinding		
Roadway	Lane Number	Exclusions

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

DIVISION 500 – BRIDGES AND STRUCTURES

SECTION 502 – LOAD BEARING PILES

502.03.03 Driving Piles

C. Test Piles.

1*****1

1. Static Pile Load Test.

2*****2

COMPLETE AND INCLUDE STATIC TEST LOAD TO BE APPLIED

SME CONTACT – GEOTECHNICAL ENGINEERING

Apply a total of _____ tons of static test load to the piles.

2*****2

2. Dynamic Pile Load Tests.

2*****2

SPECIFY IF RESTRIKE IS REQUIRED

SME CONTACT – GEOTECHNICAL ENGINEERING

2*****2

1*****1

SECTION 504 – STRUCTURAL CONCRETE

504.01 DESCRIPTION

THE FOLLOWING IS ADDED:

1*****1

BDC20S-10 DATED SEP 11, 2020

This Section also describes the requirements for the application of color stain and primer to concrete structures and staining other areas as described herein and as shown on the plans.

1*****1

504.02 Materials

1*****1

BDC20S-10 DATED SEP 11, 2020

THE FOLLOWING MATERIAL IS ADDED TO THE LIST

Concrete Stain..... 912.01.04

1*****1

504.03.02 Concrete

1*****1

G. Removal of Forms and Falsework.

COMPLETE AND INCLUDE THE FOLLOWING IF CONCRETE STRENGTH REQUIRED FOR THE
REMOVAL OF FORMS AND FALSEWORK

SME CONTACT – STRUCTURAL DESIGN

Do not remove forms and falsework until the concrete obtains a compressive strength of ____ pounds per square inch.

1*****1

BDC20S-10 DATED SEP 11, 2020

THE FOLLOWING SUBPART IS ADDED:

504.03.04 Concrete Staining

Prior to staining, examine the surfaces to be stained. Bring areas requiring patching or repair to the attention of the RE.

- A. **Submittals.** Submit product information and manufacturer color chip sample for approval by the Office of Landscape Architecture.
- B. **Cleaning.** After the concrete areas and any patching has cured for at least 28 days, power wash all surfaces for initial preparation at a minimum pressure of 2,500 psi using a 25 degree tip and a standoff distance of 2 feet. Verify that all foreign materials, such as dirt, dust and form oil, have been removed and surfaces are clean prior to application of primer and stain. If contaminants are still present after initial preparation, vary power washing parameters or use other suitable methods to clean surfaces.
- C. **Test Staining.** Complete a test staining program for porosity, adhesion, and color acceptance before staining operations on approved textural mock-ups or in place according to contract plans. Test area(s) to include both smooth and textured concrete sections. Prepare test area for initial surface preparation as described in 504.03.04.B for inspection by the RE. If the staining mock-ups are approved, they may be included as part of the final construction.

After concrete has cured, test for porosity prior to testing for adhesion or color acceptance, on both the smooth concrete section and the textured concrete section by spraying water onto the surface to be stained. Notify the RE if the water does not absorb rapidly as per manufacturers recommendations.

If the concrete passed the porosity test, apply production stain to concrete as specified in 504.03.04.D. After the manufacturer's recommended drying time of the stain, test for satisfactory adhesion of stain as described in Table 912.01.04-1.

The final stain color scheme will be approved by the Office of Landscape Architecture in the field after reviewing and approving the test stain program. Do not order final quantities of stain and primer until approved. When approved the sample area will serve as a standard of acceptance for all further work.

- D. **Stain and Primer.** Apply one coat of primer and one coat of stain to smooth concrete surfaces. Apply one coat of stain, only to textured concrete surfaces.
- E. **Stain Colors.** See the Special Provisions for stain colors.

2*****2

INCLUDE STAIN COLORS AS NEEDED FOR BASE, HIGHLIGHT, AND SHADOW COATS

SME CONTACT – LANDSCAPE ARCHITECTURE

2*****2

1*****1

504.04 MEASUREMENT AND PAYMENT

1*****1

BDC20S-10 DATED SEP 11, 2020

THE FOLLOWING ITEM IS ADDED:

Item	Pay Unit
CONCRETE STAINING	SQUARE YARD

1*****1

SECTION 505 – PRECAST AND PRESTRESSED STRUCTURAL CONCRETE

505.03.01 Pretensioned Prestressed Concrete Beam and Prestressed Concrete Beam

BDC21S-07 DATED MAY 25, 2021

THE FIRST PARAGRAPH IN PART A IS CHANGED TO:

- A. **Working Drawings.** Submit working drawings for certification, as specified in 105.05, that include the class of concrete, the pattern and schedule for releasing strands before detensioning, detensioning concrete strength, and tensioning and detensioning patterns.

PART C IS CHANGED TO:

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

1. Number and type of manpower and equipment.
2. Shipping procedures.
3. Lifting procedures.
4. Erecting sequence.
5. Temporary bracing.
6. Manufacturer's recommendations.
7. Procedures for employee safety.
8. Traffic control and protection.
9. Method of post-tensioning and determining friction loss.
10. Anchorage details and design calculations, signed and sealed by a Professional Engineer.

505.03.02 Precast Concrete Culvert

BDC21S-07 DATED MAY 25, 2021

PART A IS CHANGED TO:

- A. **Working Drawings.** Submit working drawings for approval, as specified in 105.05, that show plan, elevation, and sections as well as details for all appurtenances such as headwalls, cutoff walls, wingwalls, and aprons. In addition, include details of the neoprene gasket between the precast concrete culvert units as well as all threaded inserts, bar extensions, waterproofing, and end anchorage details for the post-tensioning reinforcement. Provide erection details including handling points, neoprene gasket details, the method for pulling the culvert boxes together, section lengths, and the method of installing the units.

SECTION 506 – STRUCTURAL STEEL

506.03.01 Structural Steel

BDC21S-07 DATED MAY 25, 2021

PART B IS CHANGED TO:

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

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

SECTION 507 – CONCRETE BRIDGE DECK, BRIDGE PARAPET, AND APPROACHES

507.03.01 Joint Assemblies

BDC21S-08 DATED NOV 18, 2021

A. Working Drawings.

PART A IS CHANGED TO:

Submit working drawings for approval, as specified in 105.05, for modular expansion joint assemblies. Submit working drawings for certification, as specified in 105.05, for strip seal expansion joint assemblies, preformed elastomeric joint assemblies, and other types of expansion joint assemblies. Finger joint assemblies are not allowed. As a minimum, indicate the following information on the working drawings:

1. Plan, elevation, and section of the joint system for all movement ratings and roadway width limitations, as well as relative dimensions and tolerances.
2. All ASTM, AASHTO, or other material designations.
3. Method of installation including sequence of installation, relative temperature settings, setting anchorage, and installation at curb lines.
4. Corrosion protection system or material.
5. Details of temporary supports for shipping and handling. Include lifting mechanisms and locations.
6. Design calculations for all structural elements. As warranted, include fatigue design calculations and strength design calculations. Indicate locations of all welded splices.
7. Design the joint system as one continuous unit without field splices. If due to shipping or construction requirements, splices are necessary indicate that the locations of the splices are to be in areas outside the main traffic lanes. Provide field splicing procedures.
8. Ensure that the removal and reinstallation of the strip seal can be accomplished from above the joint without full closure of the roadway.
9. Ensure that the expansion joint assembly seals do not protrude above the top of the joint. Use preformed neoprene strip seals that are mechanically held in place.

In addition, for modular expansion joint assemblies, incorporate the following requirements:

1. Provide the modular expansion joint assembly to accommodate all expected longitudinal movements as well as vertical and horizontal rotations. Incorporate strip seal glands with a maximum movement range of 3.15 inches per seal. Support centerbeam(s) with an independent support bar that is welded to the centerbeam. Suspend the support bars over the joint opening by sliding elastomeric bearings. Incorporate an equidistant control system that develops its maximum compressive force when the joint is at its maximum opening. Do not use bolted connections between the centerbeams and support bars unless approved by the Designer. If bolted

connections are approved, lock them into position after tightening. Provide tightening procedure for Designer's approval to ensure all bolts cannot loosen during the service life.

2. Provide continuous centerbeams without any field splice unless approved by the Designer. If a field splice is inevitable due to a manufacturing constraint, provide a fatigue resistant field splice (welded or bolted, and located away from potential wheel paths) and installation procedure. Submit welding procedure specification (WPS), welder qualification, weld procedure, and QC inspection plans for field welds for Designer's approval. Installation is to be supervised by the Manufacturer and Contractor. If bolted connections are used, provide a bolt tightening procedure and ensure bolt loosening does not happen during service life. Provide continuous strip seals even if centerbeams are spliced.

Verify the blockout location, dimensions, and details shown on contract plans, and ensure that installation of a modular expansion joint assembly shall fit in the blockouts on site.

3. Fatigue test the modular expansion joint assembly, including the transverse centerbeams, support bars, and other structural elements and connections, according to Section 19/A19 of AASHTO LRFD Construction Specifications. Submit prequalification fatigue test report. Ensure welded (or bolted, if approved) details used in project products match those that have been fatigued tested. When a fatigue test report is not available, welded, or bolted details may be fatigue designed in accordance with Section 14 of AASHTO LRFD Bridge Design Specifications as approved by the Designer.
4. Perform prequalification tests, Open Movement and Vibration (OMV) testing and Seal Push-Out (SPO) testing as specified in 914.04.03 for review and approval by the Designer.
5. Provide the elastomeric springs and bearings to be removable and replaceable in the event maintenance is necessary.

Verify the blockout location, dimensions, and details shown on contract plans, and ensure that installation of a modular expansion joint assembly shall fit in the blockouts on site.

B. Installation.

PART 3 IS CHANGED TO:

3. **Modular Expansion Joint Assemblies.** Modular expansion joint assemblies include preformed neoprene strip seals that are held in place by steel edgebeams and centerbeams, support bars to support the centerbeam and sliding elastomeric bearings. These assemblies contain no bolted connections unless approved by the Designer.

507.03.02 Concrete Bridge Deck

BDC21S-07 DATED MAY 25, 2021

A. Forms. Construct forms as follows:

THE FIRST PARAGRAPH IN PART 1 IS CHANGED TO:

1. **Stay-In-Place (SIP) Forms.** Submit working drawings for approval, as specified in 105.05, that include the following:
 - a. Deck reinforcement location.
 - b. Grade of steel.
 - c. Galvanizing specification.
 - d. Physical and section properties for all permanent steel bridge deck form sheets.
 - e. Locations where the forms are supported by steel flanges subject to tensile stresses.

507.03.05 Concrete Parapet and Concrete Barrier Curb

BDC20S-10 DATED SEP 11, 2020

THE FOLLOWING PART 3 IS ADDED:

3. Concrete Staining. Perform concrete staining as specified in 504.03.04.

507.04 MEASUREMENT AND PAYMENT

BDC20S-10 DATED SEP 11, 2020

THE FOLLOWING IS ADDED:

The Department will not include Concrete Staining under Concrete Parapet and Concrete Barrier Curb. The Department will make payment for Concrete Staining under CONCRETE STAINING.

SECTION 510 – TIMBER STRUCTURES

510.03.02 Sheeting and Wales

INCLUDE THE CORROSION REQUIREMENTS FOR METAL COMPONENTS, IF NECESSARY

SME CONTACT – STRUCTURAL DESIGN

SECTION 512 – SIGN SUPPORT STRUCTURES

512.04 MEASUREMENT AND PAYMENT

INCLUDE THE FOLLOWING WHEN SUPPORT STRUCTURES FOR DYNAMIC MESSAGE SIGN (DMS) (OTHER THAN GROUND MOUNTED DMS) ARE PROPOSED.

THE FOLLOWING ITEMS ARE ADDED:

Item	Pay Unit
CANTILEVER SIGN SUPPORT, DMS STRUCTURE NO. ____	UNIT
BUTTERFLY SIGN SUPPORT, DMS STRUCTURE NO. ____	UNIT

INCLUDE THE FOLLOWING WHEN DRILLED SHAFT FOUNDATION IS PROPOSED.

THE FOLLOWING IS ADDED:

The Department will make payment for drilled shaft foundations for sign supports under DRILLED SHAFT FOR SIGN STRUCTURE FOUNDATION as specified in 51X.04.

INCLUDE THE FOLLOWING UPON ASSIGNING AN APPROPRIATE SECTION/SUBSECTION/SUBPART NUMBERS IF DRILLED SHAFT FOUNDATIONS FOR SIGN SUPPORT STRUCTURES IS NECESSARY

SME CONTACT – STRUCTURAL DESIGN

THE FOLLOWING SECTION IS ADDED:

SECTION 513 – RETAINING WALLS

BDC20S-10 DATED SEP 11, 2020

THE FOLLOWING SUBPART IS ADDED:

513.03.03 Concrete Staining

Perform concrete staining as specified in 504.03.04.

513.04 MEASUREMENT AND PAYMENT

BDC20S-10 DATED SEP 11, 2020

THE FOLLOWING IS ADDED:

The Department will make payment for CONCRETE STAINING as specified in 504.04.

SECTION 514 – TEMPORARY STRUCTURES

514.03.01 Temporary Structures

BDC21S-07 DATED MAY 25, 2021

PART A IS CHANGED TO:

- A. **Working Drawings.** At least 30 days before beginning the work, submit working drawings for approval, as specified in 105.05.

PART B IS CHANGED TO:

- B. **Erection Plan.** At least 30 days before beginning work, submit to the RE a plan for approval, as specified in 105.05, that includes the proposed equipment, detailed erection instructions and drawings of all structures, and the proposed scheme for traffic control during the erection and use.

SECTION 51X - DRILLED SHAFT FOUNDATIONS FOR SIGN SUPPORT STRUCTURES

51X.01 DESCRIPTION

This work describes the requirements for installing drilled shafts for sign support structures.

51X.02 MATERIALS

51X.02.01 Materials

Provide materials as specified:

Concrete..... 903.03

Self Consolidating Concrete	903.06.01
Grout.....	903.08.02
Reinforcement Steel.....	905.01
Drilled Shaft Casing	906.03
Structural Steel Paint (Organic Zinc).....	912.01.01
Water	919.08

Provide clay-mineral based slurry (processed attapulgate or bentonite) for mineral slurry. Ensure that the mineral slurry has a mineral grain size that will remain in suspension and has sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. Ensure that the percentage and specific gravity of the material used to make the mineral suspension is sufficient to maintain the stability of the excavation and to allow proper concrete placement.

Provide polymer slurry as recommended by the manufacturer.

51X.02.02 Equipment

Provide equipment as specified:

Concrete Batching Plant	1010.01
Concrete Trucks.....	1010.02

Ensure that equipment does not introduce uncontrolled exhaust fumes into the surrounding areas, or other occupied areas adjacent to the work site. Crane and drilling engine exhaust fumes will require their own separate exhaust systems adequately vented to the atmosphere away from any confined work sites.

Ensure that equipment used for final bottom cleaning does not have a centralizing guide at the tip.

Use excavation and drilling equipment having adequate capacity, including power, torque, and down thrust to excavate a hole of both the maximum specified diameter and to a depth of 20 percent beyond the depths shown on the plans when operated at rated capacity.

Provide Crosshole Sonic Logging (CSL) test equipment that includes the following components:

1. A microprocessor-based CSL system for display of individual CSL records, analog-digital conversion, and recording of CSL data, analysis of receiver responses, and printing of CSL logs.
2. Ultrasonic source and receiver probes for 1.5 or 2 inch inner diameter pipe, as appropriate.
3. An ultrasonic voltage pulser to excite the source with a synchronized triggering system to start the recording system.
4. A depth measurement device to determine and record depths.
5. Appropriate filter/amplification and cable systems for CSL testing.

51X.03 CONSTRUCTION

51X.03.01 Working Drawings and Calculations

Submit 6 copies of the following items to the RE for approval:

1. A summary of the Contractor's or his specialized drilled shaft subcontractor's experience on projects of a similar nature and scope. Select and obtain approval from the RE for the use of a specialty subcontractor. Approval will be based on qualifications and previous experience on similar projects.
2. List and size of proposed equipment including cranes, drills, augers, bailing buckets, final cleaning equipment, desanding equipment, slurry pumps, concrete pumps, temporary steel casing, slurry sampling, and testing equipment.
3. Details of equipment and procedures for drilled shaft installation, including drawings showing consecutive steps of drilled shaft installation and drawings with measurements showing that the proposed equipment can perform the specified work. Identify in the drawings the areas that are planned to be used for staging the work. Specify the proposed sequence of the drilled shaft installation including details of concrete placement and splicing and centering devices for reinforcement steel.

4. Approval for the concrete mix design that is to be used for the work.
5. Slurry details including proposed methods of mixing, placing, and circulating.
6. Details of shaft excavation methods.
7. Details of proposed methods to clean the shaft after initial excavation.
8. Procedures for control and removal of spoils.
9. Details of shaft reinforcement steel, including methods to ensure centering, required cover, cage integrity during placement, placement procedures, and cage support.
10. Details of concrete placement including proposed operational procedures for concrete pump or tremie including initial placement, raising during placement, overfilling of the shaft concrete, and provisions to prepare the completed shaft top at its final shaft top elevation.

51X.03.02 Shaft Drilling

Perform the excavations required for the shafts through whatever materials are encountered, to the dimensions and elevations shown in the plans or otherwise required by these specifications. Ensure that the equipment is capable of constructing shafts to a depth equal to the deepest shaft shown in the plans plus 15 feet or 3 times the shaft diameter, whichever is greater.

Provide, for all drilled shafts, an approved fixed template that is adequate to maintain the shaft position and alignment during all excavation and concreting operations.

Install a suitable temporary casing for the full depth of the drilled shaft. Ensure that all drilled shafts meet construction tolerance criteria and are installed in accordance with the dimensions as shown on the plans, or as directed by the RE.

Ensure that the top center of each drilled shaft does not vary from the plan location by more than 3 inches. At the top of the drilled shaft, ensure that reinforcement steel does not vary in plan distance from the plan shaft by more than 1 inch. Ensure that the drilled shaft does not vary from the vertical by more than 1 percent of its length, as measured above ground and is not out of the required position at the top by more than 3 inches.

Protect any existing utility that is to remain within the drilled shaft installation work zone in accordance with the requirements of authorities having jurisdiction over same. Repair or replace any construction-induced damage to the satisfaction of the governing authority.

Employ within the contract bid price, a licensed registered Land Surveyor, experienced in the type of work, who will establish lines and grades. Assume responsibility for the correct location of drilled shafts and for keeping a record of drilled shafts that are installed.

Locate the drilled shaft locations and provide a stake out of the locations prior to the start of installation work. Maintain all location stakes along with required elevation designations.

51X.03.03 Shaft Concrete

Ensure that the handling, measuring, proportioning, mixing, and placing of concrete conforms to these specifications. Place concrete only in the presence of the RE.

Place concrete by using concrete pumps or a tremie pipe from the bottom of the excavation upward so as to avoid segregation. Do not inject air, water, or slurry into the shaft concrete during placement. Use a disposable foam or rubber plug in the concrete pump line or tremie pipe to separate the fresh concrete from the slurry at the start of concrete placement. Insert the plug so that the first flow of concrete pushes the plug out of the pipe and prevents slurry mixing and contamination as the concrete placement commences. Ensure that the concrete pump line or tremie consists of a tube constructed in sections that have flanged couplings fitted with gaskets. Ensure the means of supporting the concrete pump line or tremie so as to permit free movement of the discharge end over the entire top of the concrete and to permit its being lowered rapidly when necessary to choke off or retard the flow. If used, fill the tremie by a method that prevents washing of the concrete. Submerge the discharge end completely in the concrete at all times after initiation of the concrete placement flow. Ensure that the concrete line contains sufficient concrete to prevent any water entry. Maintain the concrete level at the top of the drilled shaft until the concrete has set.

If concrete flow is halted and the concrete line's discharge end is for any reason raised out of the shaft concrete, reinitiate the placement only after fully recharging the concrete line with fresh concrete by the following:

1. Inserting a foam or rubber plug or pig into the concrete line at the concrete hopper end.
2. Placing the discharge end approximately 6 inches above the top of the shaft concrete.
3. Recharging the pump or tremie line and depositing what will be classified as waste concrete on the top of the previously placed concrete.
4. Discharging waste concrete until the line is fully recharged with fresh concrete and the pig is pushed completely through the line.
5. Without halting the flow of fresh concrete plunging the discharge end of the concrete line into the shaft concrete to within 6 inches or less of the shaft bottom or to a level as directed by the RE.
6. Continuing the concrete placement without further interruption.
7. Placing a final volume of additional concrete in the shaft that is no less than the volume of waste concrete placed to recharge the line in the process of resuming the concrete flow

Apply this procedure without exception as necessary to avoid injecting any air, any water, any slurry, or any concrete that has flowed through a line filled with air, water, or slurry into the shaft concrete.

Do not initiate boring a new shaft hole that is within 5 drilled shaft diameters of a previously installed drilled shaft, until the concrete has been in place for a minimum of 2 days.

51X.03.04 Shaft Construction Timing

Make every effort to plan, coordinate, and carry out the work to minimize the time between the start of excavation and completion of shaft concrete placement. In general, the time between shaft excavation and completion of concrete placement is expected to be 8 continuous hours or less.

For cases where 2 or more continuous hours elapse between completion of excavation and commencement of concrete placement, remove any reinforcement steel already placed in the shaft, clean the shaft bottom, replace the reinforcement steel in the shaft and immediately commence the placement of the concrete.

51X.03.05 Shaft Reinforcement Steel

Where shafts are extended at the direction of the RE to final authorized tip elevations that are lower than the estimated minimum tip elevations, extend no fewer than 1/2 of the vertical reinforcement steel (every other bar around the circumference) to the authorized tip elevation by lap splicing or mechanical splicing. Firmly tie lap splices so as to support the full weight of the cage above the lap zone. Add horizontal bands in the bottom extension zone at a vertical spacing that is no more than 6 inches center to center.

51X.03.06 Shaft Top Preparation

If tremie concrete is used, consider the top-most concrete placed in the shaft to be waste concrete and either:

1. Completely eject out of the top of the casing the wasted concrete or,
2. Pump the waste upward to a level that is at least 2 feet clear distance above the plan shaft top level and allow it to cure in place for removal later.

Consider waste concrete to be the top 2 feet of initial concrete that is placed, plus

1. The height of any additional volume of waste concrete deposited in the shaft where concrete placement was halted and restarted, plus
2. Any additional amount necessary to produce full strength non-segregated concrete at the plan shaft top level.

Where the above waste concrete alternative 1 is selected, permit the waste concrete to evenly overflow the full top circumference of the casing. Do not channel or bleed off by notches or holes cut in the casing top. Any fresh concrete in the casing at a level above the plan shaft top level after ejecting all waste concrete may be dipped or pumped out to the plan top elevation while still plastic by methods and equipment approved by the RE, or be allowed to cure in place for removal later.

Final shaft top preparation may commence only after the drilled shaft concrete obtains its verification strength. In lieu of concrete strength testing, the preparation may begin 7 full days after completion of concrete placement. Final top preparation steps will consist of the following:

1. Cutting off any extra casing above the top of casing elevation.
2. Cutting off any cured over pour concrete to the plan shaft top elevation by approved methods.
3. Dressing the final shaft top surface.
4. Verification by the RE that the exposed concrete consists of full strength concrete with a typical, non-segregated mortar and aggregate distribution.
5. Approved non-destructive strength testing by the Contractor where required by the RE to verify that concrete has attained its full design strength.
6. Removal of additional concrete below the plan shaft top level as necessary to reach full-strength, non-segregated concrete.
7. Preparation of the shaft top key recess.

51X.03.7 Shaft Acceptance

Provide a comparison of the computed volume of the excavation (theoretical) with the volume of concrete actually placed. Plot depth versus volume chart. Provide cooperation and whatever assistance necessary to accurately monitor the volume of concrete that is placed at all times during the pour.

Unaccepted drilled shafts are drilled shafts that are rejected by the RE because of damage, failure to advance through obstructions, mislocation, misalignment, or failure to install the drilled shaft to the proper bearing stratum. Submit a written plan of action to the RE for approval showing how to correct any problem and how to prevent a reoccurrence. Repair the drilled shaft or replace it to the satisfaction of the RE. To mitigate and/or to remedy unaccepted drilled shafts, the Contractor may be required to provide additional drilled shafts or supplement drilled shafts to meet specified requirements at no cost to the State.

When acceptably installed drilled shafts exceed specified tolerances, provide an accurate as-built survey. If the load on any drilled shaft exceeds 10 percent of the specified load capacity, make as-directed corrections.

51X.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment as follows:

<i>Item</i>	<i>Pay Unit</i>
DRILLED SHAFT FOR SIGN STRUCTURE FOUNDATION	LINEAR FOOT
↑*****↑	

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 PIPE

601.04 Measurement And Payment

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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.

SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.04 Measurement And Payment

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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.

SECTION 608 NON-VEGETATIVE SURFACES

608.04 Measurement And Payment

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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

BDC20S-10 DATED SEP 11, 2020

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

BDC20S-10 DATED SEP 11, 2020

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)

BDC20S-08 DATED JUN 12, 2020

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.

610.03.07 Rumble Strip

LIST LOCATIONS OF THE APPROXIMATE MIDPOINT OF WEIGH-IN-MOTION (WIM) SYSTEMS BASED ON THE DATABASE INFORMATION PROVIDED IN
[HTTP://WWW.STATE.NJ.US/TRANSPORTATION/REFDATA/ROADWAY/PDF/WIM_SITES.PDF](http://www.state.nj.us/transportation/refdata/roadway/pdf/wim_sites.pdf)

SME CONTACT – BUREAU OF TRANSPORTATION DATA AND SAFETY

Route	Weigh-in-Motion (WIM) Systems Midpoint Station

BDC21S-15 DATED JAN 21, 2022

THE FOURTH PARAGRAPH IS CHANGED TO:

Ensure that after cutting centerline rumble strips, the centerline rumble strips are cleaned, all debris is collected and the surface is prepared as specified in 610.03.01.B before placing traffic stripes.

1 *****1
BDC20S-08 DATED JUN 12, 2020

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that rumble strips are constructed within 14 days of opening each day's surface paving to traffic.
1 *****1

1 *****1
BDC20S-11 DATED OCT 02, 2020

THE FOLLOWING SUBPART IS ADDED:

610.03.09 Removal of Rumble Strip

Prior to shifting lanes, remove rumble strips as indicated in the plans and as directed by the RE.
Centered over the rumble strip, mill the width of the rumble strip plus 4 inches beyond the edge of the rumble strip on both sides. Mill to a minimum depth of 2 inches.
Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the removal before proceeding with paving in the milled rumble strip.
Apply polymerized joint adhesive to the vertical surfaces of the milled rumble strip 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 bottom surface of the milled rumble strip area. Spread and grade HMA surface course in the milled rumble strip 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 *****1

610.04 MEASUREMENT AND PAYMENT

1 *****1
BDC20S-11 DATED OCT 02, 2020

THE FOLLOWING ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
REMOVAL OF RUMBLE STRIP	LINEAR FOOT
1 *****1	

DIVISION 650 – UTILITIES

SECTION 651 – WATER

1*****1

651.02 MATERIALS

INCLUDE ADDITIONAL MATERIALS REQUIREMENTS AS NEEDED

SME CONTACT – UTILITIES

1*****1

651.03.02 Ductile Iron Water Pipe, Bridge

1*****1

INCLUDE SPECIFICATIONS FOR WATER MAINS ON BRIDGES

SME CONTACT – UTILITIES

1*****1

SECTION 652 – SANITARY SEWERS

1*****1

652.02 MATERIALS

INCLUDE ADDITIONAL MATERIALS REQUIREMENTS AS NEEDED

SME CONTACT – UTILITIES

1*****1

652.03.01 Sewer Pipe

G. Sewer Pipe Testing.

1. Gravity Main Sewer Testing.

1*****1

INCLUDE LEAKAGE TESTING LIST

SME CONTACT – UTILITIES

1*****1

652.03.02 Ductile Iron Sewer Pipe, Bridge

1*****1

INCLUDE SPECIFICATIONS FOR SANITARY SEWER PIPES ON BRIDGES

SME CONTACT – UTILITIES

1*****1

SECTION 653 – GAS

653.03.01 Gas Main

A. Prequalification.

INCLUDE LIST OF PRE-QUALIFIED SUBCONTRACTORS

SME CONTACT – UTILITIES

List of prequalified subcontractors is as follows:

C. Handling and Storing.

INCLUDE UTILITY LOCATION FOR PICKUP AND RETURN

J. Air-Pressure Test.

INCLUDE PRESSURES AND DURATIONS FOR TEST

INCLUDE THE FOLLOWING UPON ASSIGNING AN APPROPRIATE SECTION/SUBSECTION/SUBPART
NUMBERS IF JCP&L RELATED UTILITY WORK IS TO BE PERFORMED

ENSURE THAT THE WORK PACKAGE HAS BEEN RECEIVED FROM JCP&L; PROVIDE AN
ELECTRONIC FILE (PDF FORMAT) OF THE CONSTRUCTION ORDER DETAIL & CONSTRUCTION
ORDER COMPATIBLE UNIT SUMMARY ONLY TO THE PROJECT MANAGER FOR IT TO BE POSTED ON
BID EXPRESS AS MENTIONED IN QIA NO: 046 DATED AUG 01, 2007

THE FOLLOWING SECTION IS ADDED:

SECTION 65X – JCP&L FACILITY

65X.01 DESCRIPTION

This Section describes the requirements for installing, relocating, and removing Jersey Central Power and Light (JCP&L) electric utility facilities including conduits, manholes, transformer vaults, handholes, and appurtenances and also includes the requirements for transferring electric services.

65X.02 MATERIALS

Except for the materials noted below, JCP&L will supply all materials necessary for the work at no cost to the Contractor. Provide JCP&L written notice 30 days in advance of when materials will be required. Ensure the electric subcontractor takes delivery of the materials from JCP&L's storage facility within 2 weeks of the notice from JCP&L indicating that the material is available. Materials may be located at more than one JCP&L storage facility. If the electric subcontractor fails to take delivery, the material may not be available, and the electric subcontractor may be required to provide an additional request for materials. The Contractor is responsible for compensating the Department for any additional handling costs incurred by JCP&L resulting from the failure to take delivery within the time required.

The electric subcontractor is responsible for loading the material, delivering it to the job site, and all subsequent handling and delivery within the jobsite. Store and protect all materials received from JCP&L. Return and deliver all excess materials furnished by JCP&L to JCP&L's storage facility. Obtain a receipt for all material received from JCP&L, maintain a documented inventory of materials used and obtain a receipt for all material returned to JCP&L.

Provide materials as specified:

Tack Coat 64-22, PG 64-22	902.01.01
Hot Mix Asphalt (HMA)	902.02
Concrete	903.03
Controlled Low Strength Material (CLSM)	903.09
Curing Materials	903.10
Joint Sealer, Hot-Poured	914.02
Polymerized Joint Adhesive	914.03

65X.03 CONSTRUCTION

65X.03.01 Electric

- A. Prequalification.** Only a prequalified electric subcontractor, approved by JCP&L, may construct and relocate JCP&L electric facilities.

A list of the prequalified electric subcontractors is available at http://www.njua.com/utility_relocations.

The Contractor is responsible for soliciting from a subcontractor that will be approved by JCP&L when preparing its Bid. Work restricted to the electric subcontractor does not preclude the Contractor from performing the work of layout, traffic control, sawcutting, pavement removal, temporary or final pavement restoration, and landscape restoration associated with the work of installing or relocating JCP&L electrical facilities.

- B. Indemnification.** The Contractor agrees to indemnify and hold harmless JCP&L, its officers, employees, and agents from liability and claims related to the work described under this Section. This requirement does not establish JCP&L as a third party beneficiary; the provisions specified in 107.10 are unaltered.
- C. Scheduling of Work and Interruption to Utilities.** Provide the RE and the designated JCP&L representative with a detailed schedule of when the electric utility work will be performed. Indicate in the schedule for each activity the following information: the work locations; the number of crews; and whether the work will be performed during a day shift or night shift, or on weekends. Coordinate all electric utility work with the JCP&L representative, and notify the RE and the JCP&L representative at least 2 weeks prior to starting electric utility work. Do not interrupt existing electric service until approved by the JCP&L representative.

Weather conditions may prevent connections to existing systems between June 1 and September 30. Do not perform work which will require electric transmission service interruptions from June 1 through September 30 without the approval of JCP&L. JCP&L may extend this period based on weather conditions and system demand. Notify JCP&L at least 1 month in advance of commencing conductor work.

If service transfers are required, coordinate service transfers with the JCP&L representative. Notify the property owner and all tenants affected by service interruptions or transfers prior to making the service transfer. Minimize disruption to normal operations of existing facilities and minimize any interruption of electric service to JCP&L customers. Protect existing facilities during construction and installation of the service transfer.

- D. Quality Control and Quality Assurance.** Provide access to the work for the JCP&L representative at all times. Perform all electric utility work in a manner acceptable to the JCP&L representative. Perform all electric utility work in accordance with JCP&L standards and details.
- E. Safety.** Perform work in accordance with applicable OSHA regulations, N.J.S.A. 34:6-47.1 et seq. "High Voltage Proximity Act", and JCP&L safety standards.
- F. Abandonment and Removal.** Prior to beginning work, review the condition of all existing electric utility facilities noted to be removed with the JCP&L representative. If the JCP&L representative designates the material to be salvaged, remove the material and deliver it to a JCP&L storage facility. Remove and dispose of all other electrical utility material designated for removal.
- G. Excavation.** When excavation is required in areas having existing pavement and sidewalk, sawcut to the full depth of the existing pavement and sidewalk. Excavate trenches for conduit, manholes and vaults and appurtenances. Provide vertical sides for excavations within the traveled way, shoulder, sidewalk areas, and where existing facilities

require protection. Remove unstable material at the bottom of the excavation and backfill with granular material. Do not excavate trenches more than 300 feet in advance of installing conduit unless approved by the RE. Provide and maintain trench crossings where necessary to maintain access. Do not leave trenches open overnight unless protected by temporary fencing or steel plates. Remove and dispose of excess or unsuitable material as specified in 202.03.03.C.2.

- H. Backfill.** Backfill with suitable material in lifts not exceeding 6 inches thick, loose measurement. If the backfill is predominantly granular material, compact the backfill material with a vibratory plate compactor. For material that is not predominately granular, compact the backfill material with a vibratory rammer compactor. If it is not possible to compact the backfill material, the Contractor may backfill with CLSM with the approval of the JCP&L representative. If using CLSM, install as specified in 601.03.01.F.
- I. Restoration.** Restore areas disturbed in the performance of electrical utility relocations to its original condition. In areas that are disturbed for which the plans provide final grading, pavement or landscaping, provide temporary restoration to the satisfaction of the RE. If open-cut trenching across a road is required, restore the pavement with in-kind construction.
- J. Field Testing.** Perform a high-potential test (also known as a dielectric voltage withstand test) on all cables and splices prior to energizing. Testing must be performed by a person who is qualified to operate the test equipment, and is familiar with the cable system. Ensure that the cables are disconnected from non-cable systems equipment, and that adequate physical clearances are maintained between all cable ends, energized cables, and electrical grounds and all other equipment during the test. Prior to performing the test, verify that all taps or laterals in the circuit are cleared. In the event hot poured compound filled splices and terminations are involved, do not perform testing until they have cooled to ambient temperature. Set the relays in the high voltage direct current test equipment to operate between 5 and 25 milliamperes leakage. The shape of the leakage curve under constant voltage is more important than the absolute leakage current of a "go or no go" withstand test result. The field test voltage is related to the final factory applied dc potentials using a factor of 80 percent.

Ensure the high potential test is performed in the presence of the JCP&L representative. Apply a direct current field test voltage according to the following table:

Field Test Values				
Rated Voltage	dc Hi-Pot Test		dc Hi-Pot Test	
Phase to	(15 Minutes)			
Phase	Wall - mils	Kv	Wall - mils	kV
5000	90	25	115	35
8000	115	35	140	45
15000	175	55	220	65
25000	260	80	320	95
28000	280	85	345	100
35000	345	100	420	125
46000	445	130	580	170
69000	650	195	650	195

Note: If the leakage current quickly stabilizes, the duration may be reduced to 10 minutes.

After the voltage has been applied and the test level reached, record the leakage current at 1 minute intervals. If the leakage current decreases or stays steady after it has leveled off, the cable is considered satisfactory. If the leakage current starts to increase, excluding momentary spurts due to supply-circuit disturbances, extend the test to see if the rising trend continues. At the conclusion of the test, discharge the circuit through the test set and voltmeter circuit. After the potential drops below 95 percent of the test value, ground the cable, and discharge the circuit. Leave the grounds on all conductors for a minimum of 4 times as long as the test voltage was applied.

Remove and replace cables that fail to meet the requirements of the direct current field test. The Contractor is responsible for reimbursing the Department for any additional material costs incurred by the Department resulting from the failure to meet the requirements of the direct current field test.

- K. **Energizing Lines.** Energize lines with the guidance of the JCP&L representative. Prior to energizing lines, submit a request to JCP&L. Switching orders may only originate from JCP&L employees. Submit a request for permission to energize transmission lines 10 days in advance of when the work will be performed. Request permission to energize distribution lines in a manner that will permit the JCP&L representative to submit a request to JCP&L's Dispatch Office by 12:00 p.m. the previous working day.
- L. **As-builts.** Upon completion of the work, submit to JCP&L as-built drawings in accordance with JCP&L standards. Prints of construction drawings, marked to show the final location, are acceptable. Provide a copy of the as-built drawings to the RE.

65X.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
ELECTRICAL UTILITY RELOCATION, JCP&L	LUMP SUM
*****	*****

DIVISION 700 – ELECTRICAL

SECTION 701 – GENERAL ITEMS

701.03.01 Existing Systems

IF THERE ARE ANY ITS MATERIALS TO BE SALVAGED, PROVIDE THE LOCATION TO DELIVER AND UNLOAD SALVAGED ITS MATERIALS

SME CONTACT – TRAFFIC OPERATIONS AND/OR MSE

Deliver and unload salvaged ITS materials to:

Mobility Management North (MMN)- ITS Maintenance
670 River Drive
Elmwood Park, NJ 07407-1347
Telephone: 732-697-7360

Mobility Management South (MMS) – ITS Maintenance
One Executive Suite Route 70 West
Cherry Hill, NJ 08002-4106
Telephone: 856-486-6615

INCLUDE THE FOLLOWING WHEN EXISTING CONDUIT SYSTEMS ARE PROPOSED TO BE USED FOR PULLING ELECTRICAL CONDUCTORS OR FIBER OPTIC CABLES.

SME CONTACT – TRAFFIC ENGINEERING AND/OR BUREAU OF MOBILITY AND SYSTEMS ENGINEERING (MSE)

THE FOLLOWING IS ADDED:

If new cable or wire is designated to be installed into existing conduit systems, clean and swab the conduit system prior to installing the cable or wire. After cleaning, test each conduit by pulling through a metal ball with a diameter at least 85 percent of the nominal inside diameter of the conduit to ensure the conduit is free of any obstruction or foreign material. If the ball fails to pass through the conduit, repair or replace the defective conduit as directed by the RE. Restore disturbed areas to original condition.

701.03.15 Cable and Wire

C. Connection and Coordination with Utility Services.

FOR ITS FACILITIES DESIGN, CONFIRM ON THE REQUIREMENTS FOR INTERIM COMMUNICATION AND POWER CONNECTIONS, AND CONNECTIONS TO NJTA NETWORK. ALSO, FOR ESTABLISHMENT OF IP ADDRESSES, INTERIM AND PERMANENT.

SME CONTACT – MSE

2*****2
 INCLUDE THE FOLLOWING WHEN ITS FACILITIES ARE PROPOSED THAT REQUIRES ANY NEW
 UTILITY SERVICES.

SME CONTACT – MSE

THE FOLLOWING IS ADDED:

Obtain and provide for utility services required for testing and operation of ITS systems until interim acceptance of each system or device. Utility Services may be governed by differing Authorities Having Jurisdiction (AHJ). Along with Utility Requirements, comply with all AHJ requirements. Upon successful completion of level C testing and acceptance of any device, provide the RE with a letter requesting transfer of utility services providing the latest copy of the utility bill from each utility company. Such transfers are to be effective beginning the next monthly billing cycle after completion of successful ITS system testing as specified in Section 704 and interim acceptance of the device or as directed by the RE.

Once new utility services have been energized or activated and the utility company has de-energized and unhooked the old service connection; remove existing pole risers and service heads, cut back 1 foot below grade, and plug the conduits.

Service Requests										
Device Site No.	Primary Route	Final MP	Direction	Location	Township	County	Utility Territory	Job No.	Utility Contact Person	Utility Pole No.

2*****2

701.04 Measurement and Payment

PERFORM THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

REVISE THE FIFTH PARAGRAPH TO:

If restoration of disturbed areas includes pavement, curb, sidewalk, driveway, or island, the Department will make payment for such work.

REVISE THE SIXTH PARAGRAPH TO:

When the RE directs the installation of a new conduit or a repair to the defective conduit, the Department will make payment for this work.

REVISE THE SEVENTH PARAGRAPH TO:

When the RE directs the contractor to install a tracer wire in existing conduit, the Department will make payment for this work.

REVISE THE EIGHTH PARAGRAPH TO:

The Department will not include payment for restoring disturbed areas in the various items of this section. The Department will pay for restoring disturbed areas (pavement, curb, sidewalk, driveway, or island).

REVISE THE NINTH PARAGRAPH TO:

The Department will not include payment when the re directs the installation of a new conduit or a repair to the defective conduit in the various items of this section. The Department will pay for the installation, when directed by the re, of a new conduit or a repair to the defective conduit.

REVISE THE TENTH PARAGRAPH TO:

The Department will not include payment when the RE directs the installation of a tracer wire in existing conduit in the various items of this section. The Department will pay for the installation, when directed by the RE, of a tracer wire in existing conduit.

2*****2

1*****1

SECTION 703 – HIGHWAY LIGHTING

1*****1

703.03.07 Temporary Highway Lighting System

2*****2

DETERMINE WHETHER OR NOT THE CONTRACTOR MUST DESIGN THE TEMPORARY LIGHTING SYSTEM AT A GIVEN LOCATION AND INCLUDE THE FOLLOWING

SME CONTACT – TRAFFIC SIGNAL AND SAFETY ENGINEERING

The Contractor must design the Temporary lighting system at _____.

2*****2

2*****2

PROVIDE THE LOCATIONS TO DELIVER AND UNLOAD SALVAGED MATERIALS

SME CONTACT – TRAFFIC SIGNAL AND SAFETY ENGINEERING

Deliver and unload salvaged materials to:

2*****2

1*****1

SECTION 704 – INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

1*****1

PRIOR TO FINAL DESIGN SUBMISSION CONFIRM WITH THE RESPECTIVE TRAFFIC OPERATIONS CENTER IF ANY OF THE PROPOSED ITS SYSTEMS HAVE TO BE COMPLETED EARLY IN THE PROJECT THAT ARE REQUIRED TO BE AVAILABLE TO USE FOR TRAFFIC MITIGATION DURING CONSTRUCTION. INCLUDE RESPECTIVE INTERIM COMPLETION DATES IN SUBSECTION 108.10 AND CONFIRM WITH MOBILITY AND SYSTEMS ENGINEERING (MSE) ON THE REQUIREMENTS FOR INTERIM COMMUNICATION AND POWER CONNECTIONS.

IF PROJECT INCLUDES CONNECTION TO NJTA NETWORK, INCLUDING DIRECT FIBER OR WIRELESS, CONFIRM WITH MOBILITY AND SYSTEMS ENGINEERING (MSE) ON COORDINATION REQUIREMENTS WITH NJTA.

SME CONTACTS – TRAFFIC OPERATIONS & MSE

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1*****1

704.02.01 Materials

MOST COMMON ITS MATERIAL SPECIFICATIONS ARE AVAILABLE ON THE DEPARTMENT'S WEBSITE AND A QPL OF PREQUALIFIED MATERIALS IS POSTED, DOWNLOAD THE REQUIRED SPECIFICATIONS FROM THE DEPARTMENT'S WEBSITE AND LIST THEM HERE IN THE TABLE REFERRING TO THE APPROPRIATE SUBSECTION OF SECTION 918 AND INCLUDE THE SPECIFICATIONS IN THAT SECTION.

1*****1

704.03.01 General System (GS)

1*****1

B. Installation.

2*****2

CONTACT TRAFFIC OPERATIONS TO CONFIRM THE EXISTING SYSTEM SHUTDOWN TIME. REVISE AS DIRECTED AND INSERT HERE.

SME CONTACT – TRAFFIC OPERATIONS AND MSE

2*****2

2*****2

PROVIDE THE COST OF DAMAGES FOR EXCEEDING THE ALLOWABLE TIME FRAMES

SME CONTACT – MSE

2*****2

2*****2

1. Junction Box ITS.

a. Installation.

IF REMOVAL OR RELOCATION OF ITS JUNCTION BOX IS NOT FEASIBLE IN A PROJECT THAT REQUIRES TRAFFIC TO BE SHIFTED IN THE AREA OVER THIS JUNCTION BOX DURING ANY STAGE OF CONSTRUCTION THEN IT MUST BE PROTECTED DURING CONSTRUCTION AND MUST INCLUDE DETAILS FOR PROTECTING THE ITS JUNCTION BOX.

SME CONTACT – MSE

2*****2

2*****2

6. Control Center System.

INCLUDE THE WORK TO BE PERFORMED AT EACH CONTROL CENTER (TOC, HUB, OR ANY BUILDING/CABINET WITH A NETWORK NODE) CLEARLY AND REMOVE THE PORTION OF THE WORK THAT IS NOT APPLICABLE TO ANY PARTICULAR PROJECT AS THE BID PRICE FOR THIS ITEM WILL BE BASED ON THE WORK INVOLVED AT THE DESIGNATED CONTROL CENTER. THE DESIGNERS MUST INCLUDE SYSTEM BLOCK DIAGRAMS AND FIBER ASSIGNMENT DIAGRAMS IN THE SET OF CONSTRUCTION PLANS. THE CONTRACTOR WILL USE THESE AS WORKING DRAWINGS BY ADDING A LIST OF EQUIPMENT AND NETWORK IP ADDRESSES.

SME CONTACT – MSE

2*****2

2*****2

7. Meter Cabinet ITS.

THIS INCLUDES A FNMC RESERVED FOR ELECTRICAL SERVICE CONDUCTORS THAT MAY REQUIRE SEPARATE JUNCTION BOXES AT SHORT INTERVALS. COORDINATE WITH MSE BEFORE PROCEEDING WITH THE DESIGN PLANS TO DETERMINE WHAT IS EXACTLY REQUIRED. IF A FIBER GLASS SLEEVE IS REQUIRED, SPECIFY IT AND INCLUDE WITH BRIDGE STRUCTURE ATTACHMENTS AND EXPANSION FITTINGS AS PER MANUFACTURER REQUIREMENTS. WHEN FIBERGLASS CONDUIT IS NOT PROPOSED ACROSS AN EXISTING STRUCTURE, BUILT-IN SLEEVES WITHIN THE PARAPET CAN BE UTILIZED IF EMPTY AND AVAILABLE.

ITS CONDUIT TYPE A INCLUDES 3 FNMC. IF THE PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS NEED DIFFERENT SIZE CONDUITS, MODIFY THE STANDARD DETAIL TO INCORPORATE THE PROPOSED CHANGES AND INCLUDE IT IN THE SET OF PLANS REFLECTING THE CORRECT SIZE AND TYPE OF CONDUITS. ALSO, REVISE THE SPECIFICATIONS BELOW TO LIST ANY CHANGES NEEDED TO MATCH THE TYPE OF CONDUITS OTHER THAN FNMC.

SME CONTACT – MSE

2*****2

1*****1

704.03.02 Camera Surveillance System (CSS)

1*****1

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING, AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – MSE

1*****1

704.03.03 Fiber Optic Cable

1*****1

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING, AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – MSE

1*****1

704.03.04 Controlled Traffic Signal System (CTSS)

1*****1

2*****2

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING, AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – AAM UNIT OF MSE

2*****2

2*****2

G. Warranty.

CONTACT MSE'S AAM UNIT FOR ANY SPECIFIC WARRANTY REQUIREMENTS AND MODIFY THE ABOVE TO MEET THEIR REQUIREMENTS AND INSERT HERE

SME CONTACT – AAM (ADVANCED ARTERIAL MANAGEMENT) OF MSE

2*****2

2*****2

H. Networking Requirements.

PROVIDE ADDITIONAL NETWORKING REQUIREMENTS

SME CONTACT – NJOIT

2*****2

2*****2

I. IT Requirements.

PROVIDE ADDITIONAL IT REQUIREMENTS

SME CONTACT – NJOIT

2*****2

1*****1

704.03.05 Travel Time Systems (TTS)

1*****1

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING, AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – MSE

1*****1

704.03.06 Road Weather Information System (RWIS)

1*****1

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING, AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – BUREAU OF PERMITS, ELECTRICAL MAINTENANCE & CLAIMS

1*****1

704.03.07 Dynamic Message System (DMS)

1*****1

2*****2

A. Components.

COMPLETE AND INCLUDE THE FOLLOWING WHEN DMS SIGNS ARE INCLUDED IN THE PROJECT. ALSO, INCLUDE THE APPROPRIATE NOTES AND INFORMATION FOR EACH DMS PROPOSED IN THE CONTRACT.

SME CONTACT – MOBILITY & SYSTEMS ENGINEERING

The following are the Model numbers for the various DMS to be provided and installed in this project:

Location	Communication Type	DMS Type	Manufacturer/Model No.

Ensure that the designated Model numbers for the various DMS signs are provided as specified in the Contract documents.

Ensure that Controller, DMS is purchased with pre-installed controller, pre-wired with the equipment listed below along with specialized communications cables (minimum 120 feet Fiber Optic Cable with Connectors for each sign).

As part of the specified model numbers, ensure the DMS manufacturer supplies the cabinet and controller for each DMS sign with pre-installed uninterruptible power supply (UPS), a media converter, and a TCP/IP wireless modem conforming to the wireless provider requirements. Provide other equipment not listed here but required for the remote operation of the DMS.

2*****2

2*****2

B. Installation.

3*****3

Construct the DMS sign mounting structure and foundation as specified in Division 500.

DMS STRUCTURE REQUIRES THE CONTRACTOR TO FOLLOW DIVISION 500 SPECIFICATIONS FOR STRUCTURAL DETAILS AND OTHER REQUIREMENTS. INCLUDING FOUNDATION.

SME CONTACT -STRUCTURES

3*****3

3*****3

4*****4

1. DMS Sign.

THIS ITEM IS FOR DMS SIGNS OF VARIOUS TYPES AND SIZES WHEN PROPOSED TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR. INCLUDE THE MAKE AND MODEL NUMBER OF DMS SIGN IN SECTION 918 AND IN THE TABLE IN SUBSECTION 704.03.07.A. ALSO, INCLUDE IT IN THE ITS PLANS. CONTACT MSE FOR FURTHER DETAILS. WHEN THIS ITEM IS USED IN A PROJECT, "CONTROLLER DMS" AND "FOUNDATION ITS TYPE D" OR "FOUNDATION ITS TYPE D-MC" AS APPLICABLE WILL BE REQUIRED FOR CONTROLLER/METER CABINET MOUNTING.

SME CONTACT - MSE

4*****4

4*****4

2. Controller, DMS.

THIS ITEM IS REQUIRED WHEN INSTALLING NEW DMS SIGNS AND MUST BE PURCHASED FROM THE DMS SIGN MANUFACTURER. PROVIDE THE MODEL NUMBER OF THE DMS SIGNS TO THE MANUFACTURER FOR WHICH CONTROLLER DMS ARE REQUIRED. ADDITIONAL PAY ITEMS LIKE "FOUNDATION ITS TYPE D" OR "FOUNDATION ITS TYPE D-MC" FOR MOUNTING CONTROLLER/METER CABINETS AS APPLICABLE WILL BE REQUIRED.

SME CONTACT - MSE

4*****4

3*****3
2*****2

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING,
AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – MSE

2*****2
1*****1

704.03.08 Weigh-in-Motion System (WIMS)

1*****1
2*****2

B. Installation.

CONTACT TRAFFIC OPERATIONS TO CONFIRM THE EXISTING SYSTEM SHUTDOWN TIME. REVISE
AS DIRECTED AND INSERT HERE

SME CONTACT – TRANSPORTATION DATA AND SAFETY

PROVIDE THE COST OF DAMAGES FOR EXCEEDING THE ALLOWABLE TIME FRAMES

SME CONTACT – TRANSPORTATION DATA AND SAFETY

2*****2
2*****2

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING,
AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – TRANSPORTATION DATA AND SAFETY

2*****2
1*****1

704.03.09 Traffic Volume System (TVS)

1*****1

B. Installation.

2*****2

COMPLETE AND INCLUDE THE FOLLOWING.
INSERT THE EXISTING SYSTEM SHUTDOWN TIME FRAMES, INCLUDING DAYS OF THE WEEK,
SPECIFIC DATES, AND/OR HOURS OF THE DAY(S).

SME CONTACT – TRANSPORTATION DATA AND SAFETY

The Department will allow existing TVS system shutdowns from _____.

PROVIDE THE COST OF DAMAGES FOR EXCEEDING THE ALLOWABLE TIME FRAMES

SME CONTACT – TRANSPORTATION DATA AND SAFETY

2*****2
2*****2

F. Equipment Training.

PROVIDE RECOMMENDATION PRIOR TO FINAL DESIGN SUBMISSION FOR ANY SPECIAL TRAINING, AND/OR IF MORE THAN 10 PERSONNEL REQUIRE THE TRAINING.

SME CONTACT – TRANSPORTATION DATA AND SAFETY

2*****2

1*****1
1*****1

704.03.10 Variable Speed Limit System (VSLS)

B. Installation.

2. Controller, VSLS.

THIS ITEM IS REQUIRED WHEN INSTALLING NEW VSLS SIGNS AND MUST BE PURCHASED FROM THE VSLS SIGN MANUFACTURER. PROVIDE THE MODEL NUMBER OF THE VSLS SIGNS TO THE MANUFACTURER FOR WHICH CONTROLLER VSLS ARE REQUIRED. ADDITIONAL PAY ITEMS FOR MOUNTING CONTROLLER/METER CABINETS AS APPLICABLE WILL BE REQUIRED.

SME CONTACT – MSE & TRAFFIC OPERATIONS

1*****1

704.04 MEASUREMENT AND PAYMENT

1*****1

OBTAIN THE LATEST REVISED STANDARD DETAIL SHEETS THAT ARE AVAILABLE FROM NJDOT MOBILITY AND SYSTEMS ENGINEERING (MSE) FOR INCLUSION IN THE CONTRACT PLANS UNTIL THEY ARE ISSUED VIA BDC.

SME CONTACT – MSE

1*****1

DIVISION 800 – LANDSCAPING

SECTION 811 – PLANTING

811.03.02 Plant Establishment and Maintenance Period

1*****1
2*****2

COMPLETE AND INCLUDE THE FOLLOWING

SME CONTACT – LANDSCAPE ARCHITECTURE

The Department will reinspect the plants annually for _____ years.

2*****2

2. Maintenance Bond.

2*****2

COMPLETE AND INCLUDE THE BOND AMOUNT (A PERCENTAGE OF PLANTING VALUE)

SME CONTACT – LANDSCAPE ARCHITECTURE

Provide a bond to the Department in the amount of \$_____.

2*****2

1*****1

DIVISION 900 – MATERIALS

SECTION 902 – ASPHALT

1*****2
2*****2
INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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.

2*****2
DETERMINATION OF CONFORMANCE TO THE VOLUMETRIC PROPERTIES BY SAMPLING AND TESTING AT THE HMA PLANT BY AN INDEPENDENT TESTING AGENCY AND/OR LABORATORY IS PREFERRED; HOWEVER, THE FOLLOWING CHANGES TO SUBSECTION 902.02.04 MAY BE USED AS AN ALTERNATE TO THE SAMPLING AND TESTING PROVISIONS LISTED IN SUBSECTION 902.02.04 TO DETERMINE CONFORMANCE TO THE SPECIFICATION REQUIREMENTS.

INCLUDE THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS

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)

1*****1
BDC21S-14 DATED DEC 30, 2021

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:

Table 902.05.02-1 SMA Specification Band (% Passing) Nominal-Maximum Aggregate Size

Production Control Tolerances from JMF1	Sieve Size	19 mm % Passing	12.5 mm % Passing	9.5 mm % Passing
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.

Table 902.05.02-2 SMA Mixtures Volumetrics for Design and Plant Production

Property	Production Control Tolerances	Requirement
Air Voids	±1%	3.5%
Voids in Mineral Aggregate (VMA)	–	17.0% minimum
VCA _{mix}	–	Less than VCA _{src}
Draindown @ production temperature ¹	–	0.30% maximum
Asphalt Binder Content (AASHTO T 308) ²	±0.40%	6% minimum ³
Tensile Strength Ratio (AASHTO T 283)	–	80% minimum

1. 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.
2. Asphalt binder content may not be lower than the minimum after the production tolerance is applied.
3. Aggregate blends with a G_{sb} 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.

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SECTION 903 – CONCRETE

903.01 CEMENT

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BDC21S-02 DATED MAR 24, 2021

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.

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903.03.05 Control and Acceptance Testing Requirements

E. Acceptance Testing for Strength for Pay-Adjustment Items.

2*****2
INCLUDE ONLY THE FOLLOWING ITEMS, AS APPLICABLE, FOR PAY ADJUSTMENT
(DO NOT INCLUDE ANY VARIANCE SUCH AS: CONCRETE BRIDGE DECK, HPC)

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
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 910 – MASONRY UNITS

910.04 STONE CURB

 PROVIDE LITHOLOGY, COLOR, AND TEXTURE OF STONE CURB

SME CONTACT – LANDSCAPE ARCHITECTURE

910.05 STONE FACING FOR PIER SHAFTS

 PROVIDE LITHOLOGY, COLOR, AND TEXTURE OF STONE FACING FOR PIER SHAFTS

SME CONTACT – LANDSCAPE ARCHITECTURE AND STRUCTURAL DESIGN

910.06 STONE PAVING BLOCK

 PROVIDE COLOR, TEXTURE, AND UNIFORMITY OF STONE PAVING BLOCK

SME CONTACT – LANDSCAPE ARCHITECTURE

SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

912.01.04 Concrete Stain

 BDC20S-10 DATED SEP 11, 2020

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
Weathering
VOC

Flat
<3.0 dE @ 3,000 hrs.
<100 g/L

D 523
G 154 / D 4587
D 2369

SECTION 913 – GUIDE RAIL, FENCE, RAILING, AND BOX BEAM

BDC21S-13 DATED MAR 21, 2022

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.

SECTION 914 – JOINT MATERIALS

914.04.03 Modular

BDC21S-08 DATED NOV 18, 2021

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 2ND 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 917 – LANDSCAPING MATERIALS

917.07 SOD

SPECIFY IF REQUIRED OTHER SOD
SME CONTACT – LANDSCAPE ARCHITECTURE

917.08 PLANT MATERIALS

H. Inspection.

COMPLETE AND INCLUDE THE FOLLOWING IF THE TIME FRAME FOR THE DELIVERY NOTIFICATION TO THE RE IS OTHER THAN 72 HOURS

SME CONTACT – LANDSCAPE ARCHITECTURE

Notify the RE at least _____ (hours or days) in advance of delivery to the Project Limits for installation.

SECTION 919 – MISCELLANEOUS

919.05 GEOMEMBRANE LINER

BDC19S-09 DATED JAN 14, 2020

TABLE 919.05-1 IS CHANGED TO:

Table 919.05-1 Requirements for HDPE Resin

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

1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS

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BDC19S-10 DATED APR 30, 2020

THE FIRST PARAGRAPH PART I IS CHANGED TO:

1. Meets crash-worthiness requirements as specified in 159.03.02.

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INCLUDE THE FOLLOWING SUBSECTIONS IF ANY OF THESE EQUIPMENT ARE REQUESTED BY
TRAFFIC OPERATIONS

SME CONTACT – TRAFFIC OPERATIONS

THE FOLLOWING SUBSECTION IS ADDED:

1001.04 PORTABLE VARIABLE MESSAGE SIGN WITH REMOTE COMMUNICATION

Provide a NTCIP compliant portable variable message sign as described under 1001.02 with the exceptions noted below and each equipped with broadband cellular modem.

Ensure that the sign panel is color full matrix model that displays a combination of letters and graphic images.

Ensure that the sign panel is capable of displaying 3 lines of text with variable size characters.

Ensure 9 characters are displayed per line for posting travel times. For this 9 character requirement, smaller size characters may be allowed that meets MUTCD guidelines.

Ensure that the panel is also capable of displaying 8 characters per line with a minimum character height of 18 inches.

Ensure that the PVMSRC can be integrated with the Department's central DMS control software for remote operation.

1001.05 PORTABLE TRAILER MOUNTED CCTV CAMERA ASSEMBLY

2*****2

THESE SPECIFICATIONS ARE FOR PORTABLE CAMERAS FOR USE BY TOC. IF CONSTRUCTION MANAGEMENT REQUESTS A CAMERA FOR CONSTRUCTION USE SPECIFICALLY DOCUMENT THEIR REQUIREMENT AND REVISE THE SPECIFICATIONS TO MEET THEIR REQUIREMENT (WHETHER STREAMING VIDEO ARCHIVING OR HIGH MP SNAP SHOTS ARCHIVING IS REQUIRED). WHEN BOTH TOC AND CONSTRUCTION MANAGEMENT REQUESTS THIS ITEM IN THE SAME PROJECT INCLUDE TWO SEPARATE PAY ITEMS AND LIST THE DIFFERENCES IN THE TWO PAY ITEMS. IN THAT CASE, THE STANDARD PAY ITEM IS TO BE USED FOR BOTH ITEMS WITH THE DESCRIPTION ENDING WITH "TOC USE" OR "CONSTRUCTION USE".

SME CONTACTS – TRAFFIC OPERATIONS, MOBILITY AND SYSTEMS ENGINEERING (MSE) & BUREAU OF CONSTRUCTION MANAGEMENT

Provide a Portable Trailer Mounted CCTV Camera Assembly (PTMCCA) with the following:

A. Trailer Platform

1. Maximum size, including tongue, 14 feet long by 7 feet wide by 8 feet high.

2. NJDOT approved lighting package to include electrical brake and marker lights with wire connections.
3. Primed and painted with powder coated orange color.
4. Fitted with manual telescoping outriggers with adjustable jacks sized to counter full mast extension.
5. Four 3,500 pounds, drop leg, top wind screw jacks.
6. All equipment secured to prevent theft or separation from platform.
7. 24/7 operation in all weather conditions.
8. One locking NEMA-4 equipment box for operational controls.
9. Removable wheels (with wheel locks) when trailer is in deployed position.
10. Operation manual with a copy placed in the storage bin.

B. Mast

1. 150 pounds payload capacity.
2. 29 feet to 32 feet of extension with capability to mount antenna at 20 feet, 25 feet or at the top, 10 feet maximum nested length of mast - 3 to 9 sections.
3. Un-guyed.
4. Driven by galvanized steel cable.
5. Spiral conduit for cables.
6. Compactly retractable when nested into storage container at the bottom, and foldable for easy transport.
7. Operated by a power winch with a safety brake.
8. Capable of being raised or lowered during sustained wind speeds of 30 miles per hour.

C. Power Source

Equip the PTMCCA with either a diesel charged or a solar charged battery system. Ensure that the PTMCCA is also capable of operating on 120 volt AC electrical service. The Department may require a solar charged battery system in noise sensitive areas. Provide the power with a battery backup system capable of providing continuous operation when the primary power source fails. Ensure that the power source meets the following requirements:

1. **Diesel.** Ensure that the fuel tank is capable of operating the sign for a period of 72 hours without refueling. Equip with an exhaust muffler and a United States Department of Forestry approved spark arrester. Ensure that the engine is shock mounted to reduce vibration and locked in a ventilated enclosure.
2. **Solar.** Provide solar panels capable of recharging the batteries at a rate of 4 hours of sun for 24 hours of camera usage. Ensure that the battery capacity is capable of operating the sign for a period of 18 days without sunlight.

D. Electronics

1. Cellular (CDMA), microwave, or 802.11 bandwidth option.
2. Work lights in all cabinets.
3. Remote trailer diagnostics (battery level, charging output, etc.)

E. Camera and Software

Ensure that the camera has the following characteristics:

1. Dome Camera in a heavy duty plastic dome or with a weather resistant case.
2. Impact resistant viewing window.
3. Minimum resolution of NTSC 704 (H) x 480 (V).
4. Backlight compensation.
5. Image stabilization.
6. Light Sensitivity 0.02 lux NIR Mode.
7. Auto Focus with Manual Focus capability.
8. Auto White Balance with Manual White Balance capability.
9. Motorized Zoom up to 16x optical, 10x digital.
10. Motorized Pan-Tilt, pan 360°, tilt 180°.
11. Thermostatically controlled heater and defroster -50° to 140°F operating range.
12. Windshield wiper.

13. 24/7 operation in all weather conditions.
14. Time and date stamp.

Ensure the software provides the following functionality:

1. Remote control of pan, tilt, and zoom.
2. Display of streaming video in MPEG format, motion-JPEG, and single snapshot JPEG images, remotely interchangeable by using central software.
3. Preset controls of pan/tilt/zoom combinations. Ensure all presets are accessible from a drop-down menu with descriptive name of preset. Set first 8 presets with quick-launch icons with graphical representation of the preset views.
4. Display of all the project's webcams in a single view screen.
5. Display of local time and weather conditions including temperature and humidity.
6. Saving images and sending email images.

3*****3
CONFIRM WITH TOC IF PROJECT SPECIFIC ARCHIVING IS REQUIRED OR NOT AND REVISE # 7
ACCORDINGLY, MEETING THEIR REQUIREMENT.

SME CONTACT – TRAFFIC OPERATIONS

7. Viewing archived images via a graphical calendar control and storing archived images at least every 5 minutes.
3*****3
8. Three levels of password protection: administrator, user, and guest individual user accounts.
9. Monitoring and controlling the cameras using web access.
2*****2

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SECTION 1003 – HMA SITE EQUIPMENT

1003.01 MATERIALS TRANSFER VEHICLE (MTV)

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BDC 20S-05 DATED JUN 5, 2020

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure the MTVs Gross Weight and maximum speed limit do not exceed the load restrictions as shown in 105.09 Special Provisions.

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SECTION 1009 – HMA PLANT EQUIPMENT

1009.01 HMA PLANT

A. Requirements for HMA Mixing Plants.

8. Safety.

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BDC20S-09 DATED JUL 6, 2020

THE THIRD PARAGRAPH IS CHANGED TO:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide

permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

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NJDOT TEST METHODS

NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

B. Apparatus.

BDC21S-06 DATED JUN 11, 2021

PART B IS CHANGED TO:

Use the following apparatus:

1. Class 1 IPS that meets the requirements of ASTM E 950, Sections 4.0, 5.0 and 6.0 of AASHTO M 328, and the following:
 - a. Valid certification.
 - b. Recertification after any major component repairs or replacements.
 - c. The data system provides the raw profile data in format readable in ProVal.
 - d. Current version of pavement profile analysis software installed on the IPS computer to compute the IRI.
2. Base plate and gauge blocks, of 1 inch and 2 inch thickness, provided by the manufacturer to verify daily vertical calibration.
3. Retro-reflective traffic marking tape or other approved mechanism to automatically trigger the start and stop of profile measurements.

C. Procedure.

BDC21S-06 DATED JUN 11, 2021

PART C IS CHANGED TO:

Perform the following steps:

1. Turn on the inertial profiler and warm up all electronic equipment in accordance with the manufacturer recommendations before testing.
2. Perform Block and Bounce tests each day before collecting data. Record the results in the calibration log. Ensure tolerances are within the certified limits.
3. Ensure retro-reflective traffic marking tape or other approved mechanism is placed at the beginning and end of each direction of travel lane.
4. Enter project information in the test equipment system.
5. Make provisions to start and stop recording profile at the beginning and end of testing. If an automatic trigger mechanism is not installed, make provision to initiate start and end of data recording manually by pressing an appropriate key(s) on the computer.
6. Ensure that the required speed, as recommended by the manufacturer, is achieved and that the system is collecting profile data before recording profile.
7. For each test section, perform 3 test runs to collect data of both wheel paths of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. Lanes are defined by striping.
8. Save data from each run separately before the next run or lane testing, clearly identifying each test run, lane identification, and run number.

ATTACHMENTS

INCLUDE STATE ATTACHMENTS FOR WHOLLY STATE FUNDED PROJECTS

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:

- Small business with gross revenues that do not exceed \$3 million.
- 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.
- 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:

- 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
 - 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
 - The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
 - Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
 - 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
 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 _____ 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
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 thereto, 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 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.

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:

Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects		
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.

Instructions for completing the form can be found online at:

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. 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.

BASELINE DOCUMENT CHANGE ANNOUNCEMENT

Baseline Document Changes

Baseline Document Change (BDC) Announcements are notices that a Baseline Document has been modified in part or in whole. A Baseline document is defined as any official document that has gone through an initial approval process and was approved for use as intended. Thus a BDC is an alteration to or rewriting of any officially approved document. New documents are also announced with a BDC.

For additional BDC's to the 2019 specs that are not covered in this document please reference:

<http://www.state.nj.us/transportation/eng/documents/BDC/>

It is the contractor's responsibility to verify all changes under the BDC's website (link provided).

PAYMENT FORM

For

**Charles II Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a



**Application For Payment
Change Order Summary**

Contractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	By: _____ Date: _____

* **ACCEPTANCE BY AGENCY:** The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides EJCDC Design and Construction Related Documents and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from EJCDC Design and Construction Related Documents.

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You have a limited nonexclusive license to:

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2. Use EJCDC Design and Construction Related Documents in printed form for bona fide contract documents.
3. Copy EJCDC Design and Construction Related Documents into any machine readable or printed form for backup or modification purposes in support of your use of EJCDC Design and Construction Related Documents.

You agree that you will:

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2. Not represent that any of the contract documents you generate from EJCDC Design and Construction Related Documents are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

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If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying EJCDC Design and Construction Related Documents altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy EJCDC Design and Construction Related Documents along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which EJCDC Design and Construction Related Documents is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in EJCDC Design and Construction Related Documents will meet your requirements or that the operation of EJCDC Design and Construction Related Documents will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of

defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use EJCDC Design and Construction Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional

Engineers

1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845

Fax: (703) 836-4875

e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

M.U.T.C.D. SECTION 6 – TEMP. TRAFFIC CONTROL

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

Manual on Uniform Traffic Control Devices (MUTCD)

The most current version of the MUTCD is the 2009 Edition with Revision Numbers 1 and 2 incorporated, dated May 2012. The official version of the 2009 MUTCD with Revision Numbers 1 and 2 incorporated is the PDF version.

The 2009 MUTCD with Revision Numbers 1 and 2 incorporated may also be viewed in HTML format, which is accessible to individuals with disabilities, per Section 508 of the Rehabilitation Act. Disclaimer: While every effort has been made to assure consistency between the PDF and HTML files posted on the MUTCD Web site, it is possible that the HTML files may not be totally identical in content to the PDF files. The PDF files constitute the official version of the MUTCD and always take precedence over any potentially conflicting MUTCD text or figures that may occur in the HTML files.

- The MUTCD contains the national standards governing all traffic control devices. All public agencies and owners of private roads open to public travel across the nation rely on the MUTCD to bring uniformity to the roadway. The MUTCD plays a critical role in improving safety and mobility of all road users.
- The MUTCD is the law governing all traffic control devices. Non-compliance with the MUTCD ultimately can result in the loss of federal-aid funds as well as in a significant increase in tort liability.
- Uniformity of traffic control devices is critical in highway safety and mobility, as well as cutting capital and maintenance costs of TCDs for public agencies and manufacturers.
- The FHWA has established a sound process to incorporate new devices and applications in the MUTCD. The process involves the Federal Register rulemaking activity, which encourages public involvement. Any interested person or organization may provide input to the rulemaking activity by submitting comments to the docket.
- The process encourages innovation and flexibility while maintaining uniformity.
- The success of the MUTCD depends on nationwide acceptance and application of the MUTCD, as well as extensive participation by the practitioners in developing and evaluating the content of the MUTCD.
- Input from practitioners and all other stakeholders is critical in keeping the MUTCD current and relevant.

2009 Edition Part 6. Temporary Traffic Control

The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway, or on private roads open to public travel (see definition in Section 1A.13), including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a TTC zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.

PREVAILING WAGE RATES

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

Current Prevailing Wage Rates

The following current Prevailing Wage Rates are provided for Informational Purposes Only. Official Prevailing Wage Determinations are issued by the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Public Contracts Section, for specific projects by request of the contracting Public Entity. **TO ACQUIRE OFFICIAL PREVAILING WAGE RATES FOR A SPECIFIC PROJECT, YOU MUST CONTACT THE CONTRACTING PUBLIC ENTITY.**

The Prevailing Wage Rate Determinations list the wage and fringe benefit rates based on collective bargaining agreements established for a particular craft or trade on the locality in which the public work is performed. In New Jersey, rates vary by county and statewide and by the type of work performed. *Please note: All rates designated as expired "remain in effect" until new rates are posted.*



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that all contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/22
Journeyman (Mechanic)	W42.98 B27.48 T70.46

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage		
Wage and Bene	40%	50%	60%	70%	80%	Bene = %	of Jnymn	Bene		

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Boilermaker

PREVAILING WAGE RATE

	01/01/22
Foreman	W53.13 B46.00 T99.13
General Foreman	W55.13 B47.05 T102.18
Journeyman	W48.13 B44.29 T92.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	37.57	38.51	39.49	40.44	41.41	42.37	43.32			

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

Craft: Boilermaker

COMMENTS/NOTES

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/22
Foreman	W35.19 B17.67 T52.86
General Foreman	W35.69 B17.67 T53.36
Mechanic	W33.69 B17.67 T51.36

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00), for boilers that do not produce electric or are not used in the heating of petroleum products.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/01/21
Deputy Foreman	W48.20 B33.73 T81.93
Foreman	W51.20 B33.73 T84.93
Journeyman	W45.20 B33.73 T78.93

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.00	5.00	5.50	6.00	22.17	23.66	25.14	26.62		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Carpenter

PREVAILING WAGE RATE

	05/01/21
Foreman	W59.67 B34.56 T94.23
Journeyman	W51.89 B30.12 T82.01

Craft: Carpenter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals	+ \$0.55			
				Rate						

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/01/21
Foreman	W59.67 B34.47 T94.14
Journeyman	W51.89 B30.03 T81.92

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.46			

Ratio of Apprentices to Journeymen - *

* Ratio is 1 apprentice to 2 journeymen. No more than 3 apprentices may be on any 1 project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

FOR SYNTHETIC TURF INSTALLATION ONLY:

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Cement Mason

PREVAILING WAGE RATE

See " Bricklayer, Stone Mason" Rates

Craft: Cement Mason

COMMENTS/NOTES

See " Bricklayer, Stone Mason" Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Commercial Painter

PREVAILING WAGE RATE

	08/10/21
Foreman	W46.37 B27.61 T73.98
General Foreman	W50.58 B28.10 T78.68
Journeyman	W42.15 B27.11 T69.26

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

* Commercial Painters perform work on all commercial structures such as offices, schools, hotels, shopping malls, restaurants, condominiums, etc.

Spraying, sandblasting, lead abatement work on commercial buildings, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day,

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Diver

PREVAILING WAGE RATE

	05/07/21
Diver	W52.48 B38.14 T90.62
Tender	W43.73 B38.14 T81.87

Craft: Diver

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1500 hours	70%	75%	80%	85%						
Benefits	27.67	28.48	29.27	30.09						

Ratio of Apprentices to Journeymen - 1:4

Craft: Diver

COMMENTS/NOTES

NOTE: All dive crews must consist of a Tender, a Diver, and a Standby Diver (Standby Diver is the same rate as a Diver).

- Diver- will perform all Dive related tasks at hand.
- Tender- will provide Tending support to the in water Diver and who may also be designated as a Standby Diver .

Diving in Contaminated Water (including, but not limited to, radioactively contaminated water, sewer effluent combined sanitary and storm sewers, or any environment known to be harmful to those with skin contact): Shall receive an additional 20% of the hourly rate.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceeding Friday and Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Dockbuilder

PREVAILING WAGE RATE

	05/07/21
Foreman	W52.48 B38.14 T90.62
Journeyman	W43.73 B38.14 T81.87

Craft: Dockbuilder

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1500 hours	40%	50%	65%	80%						
Benefit	22.82	24.44	26.87	29.27						

Ratio of Apprentices to Journeymen - 1:4

Craft: Dockbuilder

COMMENTS/NOTES

Creosote Handling:

May 1st to Sept. 30th: + \$0.50 above hourly rate

Oct. 1st to April 30th: + \$0.25 above hourly rate

Hazardous Material Work:

On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.

- A Dockbuilder working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

FOREMAN REQUIREMENTS:

- When there are 3 or more Dockbuilders on a job, 1 shall be designated as a Foreman.

SHIFT WORK:

- Shift work pertains to both land and water work.

- When a 2 shift schedule (including a day shift) is established, the first shift shall start between 5:00 am and 8:00 am and work for 7 and one-half hours and receive 8 hours pay. The second shift shall start when the first shift ends and shall work for 7 and one-half hours and receive 8 hours pay.

- When a three shift schedule is established, all shifts shall work 7 and one-half hours and receive 8 hours pay.

- When there is no day shift, and a second or third shift is established, a worker shall be paid at time and one-half of the hourly rate.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceeding Friday and Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/01/21
Foreman	W44.43 B27.68 T72.11
General Foreman	W46.45 B27.68 T74.13
Journeyman	W40.39 B27.68 T68.07

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	10.75	Intervals	3 to 4 =	13.52	Intervals	5 to 6 =	17.13	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Electrician

PREVAILING WAGE RATE

	10/04/21
Asst. General Foreman	W60.23 B52.81 T113.04
Foreman	W56.21 B49.72 T105.93
General Foreman	W65.25 B56.68 T121.93
Journeyman, Cable Splicer	W50.19 B45.08 T95.27
Lead Foreman	W57.72 B50.88 T108.60
Working Foreman, Welder, Crane Operator (all types)	W52.70 B47.01 T99.71

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	14.93	19.16	23.40	27.63	31.87					
Benefits	7.50	8.69	9.90	11.11	12.31					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 or more instruments or voice/data lines.
- All camera installations.

Height Work: 40 feet above ground/floor: +10% of the wage and benefit amount.

FOREMAN REQUIREMENTS (number of Electricians on site):

(2 to 10) - a Working Foreman; (11 to 22) - a Foreman; (23 to 44) - a Lead Foreman; (35 to 48) - an Assistant General Foreman; (49 or more) - a General Foreman.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

The first 4 hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and the first 8 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	01/01/22
Master Technician/Gen. Foreman (31+ Workers on Job)	W51.03 B37.10 T88.13
Senior Technician/Lead Foreman (21-30 Workers on Job)	W46.39 B35.69 T82.08
Technician A/Foreman (11-20 Workers on Job)	W44.25 B35.03 T79.28
Technician B/Working Foreman (4-10 Workers on Job)	W42.97 B33.64 T76.61
Technician C/Journeyman (1-3 Workers on Job)	W39.01 B31.44 T70.45

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.45	9.45	10.42	10.42	12.37	12.37	14.72	14.72		

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

COMMENTS/NOTES

NOTES: These rates are for service, maintenance, moves and/or changes affecting 15 voice/data lines or less. These rates may NOT be used for any new construction or fiber optic work.

FOREMAN REQUIREMENTS:

The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK: Any work performed 40 feet above ground or floor: +10% of the wage and benefit amount.

SHIFT DIFFERENTIAL:

- 2nd Shift (4:30 PM to 12:30 AM) - 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) - 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	10/04/21
Assistant General Foreman	W60.23 B52.71 T112.94
Foreman	W56.21 B49.59 T105.80
General Foreman	W65.25 B56.62 T121.87
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W19.59 B1.20 T20.79
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W25.10 B25.38 T50.48
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W35.13 B33.18 T68.31
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W42.66 B39.04 T81.70
Journeyman Lineman	W50.19 B44.91 T95.10
Lead Foreman	W57.72 B50.76 T108.48
Working Foreman	W52.70 B46.86 T99.56

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.30	10.92	11.52	12.15	12.76	13.38	14.00			

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE/RATE DETERMINATION**

County - GLOUCESTER

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	30.60	33.15	35.70	38.25	40.80	43.35	45.90			
Benefits	26.90	28.42	29.93	31.47	32.98	34.52	36.01			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/22
Helper-Over 5 Years	W44.46 B41.03 T85.49
Helper-Under 5 Years	W44.46 B40.14 T84.60
Mechanic (Journeyman) over 5 years	W63.52 B42.56 T106.08
Mechanic (Journeyman) under 5 years	W63.52 B41.29 T104.81
Mechanic in Charge (Foreman) over 5 years	W71.46 B43.19 T114.65
Mechanic in Charge (Foreman) under 5 years	W71.46 B41.76 T113.22
Probationary Helper (1st 6 months)	W31.76 B39.38 T71.14

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma n	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

* Total number of helpers and apprentices shall not exceed the number of mechanics on the job except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed under the direction of a mechanic in wrecking of old plants, handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

Craft: Elevator Constructor

COMMENTS/NOTES

SHIFT DIFFERENTIALS:

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Glazier

PREVAILING WAGE RATE

	06/04/21
Foreman	W49.67 B34.38 T84.05
Journeyman	W45.67 B34.38 T80.05

Craft: Glazier

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	19.00	22.00	28.50	36.00						
Benefits	18.50	20.34	21.78	23.72						

Ratio of Apprentices to Journeymen - 1:3

Craft: Glazier

COMMENTS/NOTES

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

FOREMAN REQUIREMENT:

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

The regular workday shall be 8 hours, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Second and Third shift shall receive the regular hourly rate , plus 15% per hour.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$42.32/hr.

Double time = \$50.26/hr.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	05/01/21
Foreman (11-20 workers)	W59.79 B39.95 T99.74
Foreman (1-5 workers)	W57.07 B39.95 T97.02
Foreman (21-49 workers)	W62.50 B39.95 T102.45
Foreman (50+ workers)	W65.22 B39.95 T105.17
Foreman (6-10 workers)	W58.15 B39.95 T98.10
Journeyman	W54.35 B39.95 T94.30

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%
Benefits	29.21	29.21	Intervals	3 to 10 =	33.46					

Ratio of Apprentices to Journeymen - 1:4

Craft: Heat & Frost Insulator

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

The regular workday shall be 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

OVERTIME:

- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays and holidays (except Labor Day), shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	05/01/21
Material Handler - 1st Level	W30.61 B22.79 T53.40
Material Handler - 2nd Level	W44.20 B22.79 T66.99
Mechanic (Journeyman)	W54.35 B39.95 T94.30

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply ONLY to the REMOVAL of insulation containing asbestos from mechanical systems, including containment erection and demolition, and the placing of material in appropriate containers.

JOB TITLES:

- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler - 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler - 1st Level: up to 3,000 hours of asbestos removal experience

RATIOS:

- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

SHIFT DIFFERENTIALS:

- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus \$0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus \$0.50 per hour.

OVERTIME:

- Hours in excess of 40 per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits.
- All hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits.
- All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	04/13/22
Foreman	W62.23 B33.77 T96.00
General Foreman	W64.23 B33.77 T98.00
Journeyman	W57.23 B33.77 T91.00

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	04/13/22
Foreman	W50.97 B31.42 T82.39
General Foreman	W52.97 B31.42 T84.39
Journeyman	W45.97 B31.42 T77.39

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	04/13/22
Foreman	W52.02 B31.07 T83.09
General Foreman	W54.02 B31.07 T85.09
Journeyman	W47.02 B31.07 T78.09

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Ironworker

PREVAILING WAGE RATE

	07/15/21
Foreman- Fence and Guardrail	W50.30 B35.64 T85.94
Foreman-Rod/Mesh	W53.80 B36.42 T90.22
Foreman-Structural	W54.92 B36.42 T91.34
Journeyman- Fence and Guardrail	W46.57 B35.64 T82.21
Journeyman-Rod/Mesh	W48.04 B36.42 T84.46
Journeyman-Structural	W49.04 B36.42 T85.46

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	75%	85%							

Ratio of Apprentices to Journeymen - *

* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work: 1:4; On Ornamental Iron and Bridge Cable Spinning Work: 1:1.

Craft: Ironworker

COMMENTS/NOTES

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

SHIFT DIFFERENTIALS:

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

OVERTIME:

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.

- Benefits on overtime hours shall be paid at the following rates:

For Rod/Mesh and Structural-

When wages are time and one-half, benefits = \$41.13.

When wages are double, benefits = \$45.84.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$39.96.

When wages are double, benefits = \$44.28.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General and Presidential Election Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	10/20/20
Journeyman (Handler)	W32.98 B23.66 T56.64

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	19.79	23.09	26.38	29.68						
Benefit	21.51	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Laborer - Building

PREVAILING WAGE RATE

	05/07/21
Class A Journeyman	W35.25 B30.62 T65.87
Class B Journeyman	W34.50 B30.62 T65.12
Class C Journeyman	W29.33 B30.62 T59.95
Foreman	W39.66 B30.62 T70.28
General Foreman	W44.06 B30.62 T74.68

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	27.37	27.37	27.37	27.37						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	60%	70%	80%	90%						
Benefit	23.38	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/22	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.55 B5.45 T33.00	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.55 B5.45 T37.00	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.50 B2.95 T20.45	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.55 B5.45 T29.00	W23.90 B5.45 T29.35

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	07/27/21
Foreman	W31.49 B23.90 T55.39
Journeyman	W29.49 B23.90 T53.39

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	23.36	23.41	23.45	23.50	23.54	23.59	23.63	23.67	23.72	23.81

Ratio of Apprentices to Journeymen - 1:2

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

HAZARDOUS DUTY:

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

FOREMAN REQUIREMENTS:

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

OVERTIME:

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at time and one-half the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays will be observed the preceding Friday, Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	05/05/21
Foreman	W57.61 B45.94 T103.55
General Foreman	W61.38 B45.94 T107.32
Journeyman	W53.84 B45.94 T99.78

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	45%	55%	60%	65%	70%	75%	85%		
Benefits	24.90	24.90	28.77	28.77	28.77	28.77	28.77	28.77		

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 1 to 10 Sheet Metal Workers on a job, 1 must be designated a foreman.
- When there are 11 to 20 Sheet Metal Workers on a job, 1 must be designated a foreman, and 1 must be designated a general foreman.
- When there are 21 or more Sheet Metal Workers on a job, 2 must be designated foremen, and 1 must be designated a general foreman.

The regular workday is 8 hours, between 7:00 AM and 3:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:

The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, General Election Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	05/01/21
Foreman	W64.58 B30.34 T94.92
Journeyman	W60.83 B30.34 T91.17

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	18.25	18.25	21.29	24.33	27.37	33.46	39.54	42.58	45.62	48.66
Benefits	12.09	12.09	15.09	22.09	22.59	23.09	23.09	23.59	24.09	25.09

Ratio of Apprentices to Journeymen - 1:4

Craft: Sprinkler Fitter

COMMENTS/NOTES

The regular workday shall be 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Second and third shifts shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours outside of the regular workday, and the first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Friday, between 7:00 AM and 6:30 PM. The first 2 hours in excess of 10 per day (11th and 12th hours), the first 10 hours on the fifth day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 12 per day, Monday through Friday, and all hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Tile Worker

PREVAILING WAGE RATE

	12/06/21
Finisher	W42.38 B28.37 T70.75
Setter	W49.43 B33.89 T83.32

Craft: Tile Worker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker

COMMENTS/NOTES

NOTE: These rates also apply to Terrazzo and Marble work.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays shall be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Truck Driver

PREVAILING WAGE RATE

	07/15/21
Bucket, Tack Spreader trucks	W38.75 B29.42 T68.17
Concrete mobile unit; Seeding/Fertilizing/ Mulching truck	W38.75 B29.42 T68.17
Dump, Water, Form, Vacuum or Vac-All, Pick-up trucks	W38.75 B29.42 T68.17
Helper on Straight 3-axle truck; Mechanic's helper	W38.55 B29.42 T67.97
Large, off-road Dump or Water truck, Transit Mix Driver	W39.10 B29.42 T68.52
Mechanic	W39.25 B29.42 T68.67
Shop Steward	W40.10 B29.42 T69.52
Straight 3-axle truck	W38.75 B29.42 T68.17
Tow truck	W38.90 B29.42 T68.32
Tractor-Trailer (any), Fuel, Winch, Asphalt Oil Distributor trucks	W39.10 B29.42 T68.52

Craft: Truck Driver

COMMENTS/NOTES

HAZARDOUS WASTE WORK:

- On hazardous waste removal work on a State-designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection: + \$3.00 per hour.
- All other designated hazardous waste sites: + \$1.00 per hour.

SHIFT DIFFERENTIALS:

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

- Second and Third shifts shall receive an additional \$1.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - GLOUCESTER

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	07/15/21
Driver	W33.35 B29.42 T62.77

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

These rates apply to delivery of materials TO a jobsite.

SHIFT DIFFERENTIALS:

- Second and Third shifts shall receive an additional \$1.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - GLOUCESTER

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.

STATEWIDE RATES

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumperete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or
console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine
(regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete,
cement, fly ash, or similar type materials (used independently
or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2021		07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :** _____

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.76	35.60	92.36	94.61

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2021		07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.84	35.60	93.44	95.69

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.52	35.60	98.12	100.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
61.52	35.60	97.12	99.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to
139 ft.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022	
Rate	Fringe	Total	Total	
58.02	35.60	93.62	95.87	

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2021			07/01/2022	
Rate	Fringe	Total	Total	
60.52	35.60	96.12	98.37	

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2021			07/01/2022	
Rate	Fringe	Total	Total	
57.02	35.60	92.62	94.87	

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
59.65	35.60	95.25	97.50

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

	07/01/2021		07/01/2022
Rate	Fringe	Total	Total
55.59	35.60	91.19	93.44

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.93	35.60	88.53	90.78

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
51.40	35.60	87.00	89.25

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.64	35.60	85.24	87.49

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.21	35.60	92.81	95.06

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.35	35.60	91.95	94.20

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
64.54	35.60	100.14	102.39

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.88	35.60	98.48	100.73

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
58.38	35.60	93.98	96.23

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

	07/01/2021		07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

CLASSIFICATIONS:

Driller's Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.65	34.88	83.53	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.35	34.88	83.23	85.73

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
47.85	34.88	82.73	85.23

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.35	34.88	85.23	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
47.30	34.88	82.18	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.95	34.88	81.83	84.33

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.80	34.88	81.68	84.18

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.77	35.60	90.37	92.62

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
47.93	35.60	83.53	85.78

CLASSIFICATIONS:

Driller's Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
42.66	14.01	56.67	58.48	60.48

CLASSIFICATIONS:

Lead Dredgeman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
36.89	13.66	50.55	52.18	53.93

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
34.73	13.53	48.26	49.82	51.47

CLASSIFICATIONS:

Certified Welder

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS MARINE-DREDGING Rates Expiration Date :

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
33.78	13.18	46.96	48.53	50.14

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

CLASSIFICATIONS:

Crane Operator

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.70	34.88	81.58	84.08

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

Screedman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.30	34.88	81.18	83.68

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.55	34.88	81.43	83.93

CLASSIFICATIONS:

Raker, Luteman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

1st year on the job - 70% of Helper wage rate

2nd year on the job - 80% of Helper wage rate

3rd year on the job - 90% of Helper wage rate

All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
33.47	30.70	64.17	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

CLASSIFICATIONS:

Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2022		03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	03/01/2022		03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.

- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

-where Level A, B, or C protection is required: + \$5.00/hr

-other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH

Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/15/2021		
Rate	Fringe	Total
54.64	33.55	88.19

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/15/2021

Rate	Fringe	Total
54.64	33.55	88.19

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/15/2021

Rate	Fringe	Total
33.84	23.17	57.01

CLASSIFICATIONS:

Pipeline Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
69.60	34.88	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

SUPPLEMENTAL SPECIFICATIONS

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

SUPPLEMENTAL SPECIFICATIONS TABLE OF CONTENTS

For

**Charles III Drive — Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

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Section	102	-	Concrete Curb & Gutter, if Applicable
Section	103	-	Guide Sign, Type GA w/ Breakaway Support
Section	104	-	Hydro-Seeding
Section	105	-	Temporary Inlet Protection
Section	106	-	Concrete Vertical Curb Header
Section	107	-	Painted Curbing (Yellow)
Section	108	-	Reset Manhole, Storm Sewer, Using New Casting
Section	109	-	RPM, Bi-Directional Lens, Blue
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Section	112	-	Asphalt Price Adjustment
Section	113	-	Speed Hump (Complete)

Place concrete across the formed area to minimize rehandling. Continuously place concrete between transverse joints without the use of intermediate bulkheads. To prevent bowing or misalignment of the transverse joints, place concrete simultaneously on both sides of transverse joints without disturbing the joints.

Consolidate the concrete using internal mechanical vibrators. When required, supplement vibrating by hand spading to ensure proper and adequate consolidation. Provide at least an additional standby vibrating unit for individual concrete placements in excess of 10 cubic yards.

Use vibrators to work the concrete around the reinforcement steel and embedded fixtures and into corners and angles of the forms. Ensure proper vibration of the concrete to avoid honeycombing and voids. Do not use vibrators to move or spread concrete into position. Do not over vibrate concrete.

Place reinforcement steel and sleeves for sign posts while placing concrete, and ensure that they remain in position until the concrete is set.

If a section is not completed from transverse joint to transverse joint, remove the incomplete section and replace. Terminate each day's placement at a transverse joint. Protect concrete as specified within the specifications (also reference NJDOT sections for vertical curb).

Fill sleeves for sign or delineator posts installed in barrier curb with sand, and seal the sleeves with hot-poured joint sealer immediately after installation. Reseal the sleeves if and when posts are installed.

- E. **Finishing Concrete.** Finish the top of the curb with a wood float and round the top edges. Remove the forms as soon as the concrete holds its shape, and immediately finish joint edges using an edging tool with a radius of 1/4 inch. Remove lips of mortar and irregularities caused by form joints. Using mortar from the barrier concrete placement, patch holes, depressions, voids, and honeycombs to produce a smooth, dense, uniform surface of concrete. Finish the surface of the barrier curb with a steel float and texture with a broom.

If a rigid type of construction is to be made against any exposed surface, leave the exposed surface smooth and uniform to allow free movement of the curb.

- F. **Protecting and Curing Concrete.** Immediately after finishing the concrete, apply curing compound as specified within the specifications (also reference NJDOT sections for vertical curb).

106.04 Measurement & Payment

The Municipality will measure and make payment for Items as follows:

Item	Pay Unit
Concrete Vertical Curb Header	Linear Foot (LF)

Section 107 – Painted Curbing (Yellow)

107.01 Approved Materials

Paint - Standard Water-based Traffic Paint only – Yellow/Blue

- Dura-Line 2000 Traffic Paint
- Sherwin-Williams
- or approved equal

107.02 Approved Tools

Scraper
Masking tape and paper
Paint Roller/Brush
Paint Guard or Pan

107.03 **Curb Preparation**

To prepare the curb for the paint application, you must first remove any organic material near the curb, scrape off any existing loose paint, and clean any oil spills. Any debris and loose material left must be swept and disposed of properly. Measure two feet (2') out from the driveway edge so that you know where the paint should stop.

107.04 **Paint Application**

After masking necessary street surfaces and grass areas, apply the paint to the vertical and horizontal face of the curb with the roller or brush. Warning: the paint will dry very quickly. Apply the paint to only a length of two feet on either side of the driveway. Allow paint to thoroughly dry and then remove any masking materials.

107.05 **Clean-up**

The paint is water-based and only soap and water are needed to clean the roller and other painting tools used. Cleaning of painting tools in the street and/or catch basins is strictly prohibited.

107.06 **Measurement & Payment**

The Municipality will measure and make payment for Items as follows:

Item	Pay Unit
Painted Curbing (Yellow)	Linear Foot (LF)

Section 108 – Reset Manhole, Storm / Sanitary Sewer, Using New Casting

108.01 **Reset Sanitary Sewer Manhole**

Reset sanitary sewer castings as specified in 109.02. Paint the outside surface of the manhole walls with 2 coats of asphalt cement waterproofing according to the manufacturer's recommendations.

Provide watertight manhole castings, unless using existing castings are specified. The RE will not accept sanitary sewer manholes that are not watertight.

108.02 **Setting Castings & Resetting Castings (Manholes)**

When modifying less than 1 foot of an inlet or manhole, set or reset the casting. When modifying 1 foot or more of an inlet or manhole, reconstruct the inlet or manhole.

Remove castings, damaged wall portions, and ladder rungs as directed by the RE. Reuse concrete as specified in 202.03.07.A. Dispose of other material as specified within the NJDOT specifications.

Reconstruct the walls to the elevation shown, and, if necessary, install new ladder rungs. Set castings in mortar beds or anchor castings to the masonry as shown before finishing adjoining Items of work with the same final elevation. If excavation is required to reconstruct, backfill and compact using the directed method as specified within the NJDOT specifications.

Set the manhole cover or bicycle safe grate on the casting. If the manhole cover or bicycle safe grate is loose or wobbles, grind to obtain a tight fit. Do not open to traffic until 3 days after the grout was set.

108.03 **Measurement & Payment**

The Municipality will measure and make payment for Items as follows:

Item	Pay Unit
Reset Manhole, Storm Sewer, Using New Casting	Unit (UNIT)

Section 109 – RPM, Bi-Directional Lens, Blue

109.01 Raised Pavement Markers (RPM)

Lay out the locations of all RPMs before installing to ensure proper placement. Place RPMs as follows:

1. Place RPMs on the travel lane side of solid paint lines at a distance of 2 inches from the near edge of the paint line to the near edge of the RPM.
2. Place amber RPMs between double yellow paint lines when there is no conflict with a longitudinal joint.
3. Place RPMs located along skip lines on the line's longitudinal center axis and at the midpoint of the unpainted gap between each dash.
4. When placing RPMs near longitudinal joints, place at least 2 inches from the joint.

Obtain RE approval of RPM locations before beginning sawcutting operations. If the pre-installation layout determines that a RPM is to be placed at a transverse joint or at a location that shows evidence of cracking, checking, spalling, or the failure of underlying base material, relocate the RPM longitudinally. Obtain RE approval of the proposed relocation. Ensure that the center-to-center RPM distance does not deviate from the specified distance by ± 4 feet. If the center-to-center distance for the proposed relocation deviates from the specified center-to-center distance by ± 4 feet, do not install the RPM.

When placing RPMs on bridge deck surfaces, locate reinforcement steel in the bridge decks using a pachometer. Do not place RPMs in any location that would expose the existing reinforcement steel. Repair damage to the reinforcement steel or bridge deck that is caused by the installation of RPMs.

Sawcut roadway grooves to the depth, width, and diameter specified by the RPM manufacturer. Sawcut only those grooves for RPMs that will be installed during the same workday.

Ensure that roadway grooves are free of dirt, dust, oil, grease, moisture, curing compounds, loose or unsound pavement, or other material that may interfere with bonding of the epoxy compound. Sand blast grooves where necessary. Ensure that the grooves are dry where installing RPMs.

Apply epoxy compound according to the manufacturer's recommendations. Do not apply epoxy compound when either the pavement surface or ambient air temperature is less than 50 °F at the time of application.

Install RPMs according to the manufacturer's recommendations. RPM leveling lugs shall rest on the pavement surface. Do not allow lugs to drop below the pavement surface. The tips of each RPM's snow plow deflecting surface must remain below the roadway surface.

Use reflector adhesive to bond each RPM lens to its casting. The RE will reject a RPM if visible buildup of epoxy compound or reflector adhesive affects its optical performance.

109.02 Measurement & Payment

The Municipality will measure and make payment for Items as follows:

Item	Pay Unit
RPM, Bi-Directional Lens, Blue	Unit (UNIT)

Section 110 – Topsoiling, 4" Thick

110.01 Description

This Section describes the requirements for preparing and placing topsoil.

110.02 Materials

Provide materials as specified:

Topsoil: Reference soil erosion sheet for mix design.

110.03**Construction****110.03.01****Topsoiling**

Store topsoil in stockpiles as specified within the specifications (also reference NJDOT sections for vertical curb).

Scarify the area to be topsoiled 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, 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, fertilizing, seeding, and mulching, if required.

110.03.02**Borrow Topsoil**

Provide borrow topsoil from off-site sources. Store borrow topsoil in stockpiles as specified within the specifications (also reference NJDOT sections for vertical curb).

110.04**Measurement & Payment**

The Municipality will measure and make payment for Items as follows:

Item	Pay Unit
Topsoiling, 4" Thick	Square Yard (SY)

Section 111 – Detectable Warning Surface (UNIT) – attached specification – this item is not proprietary. “Equivalent” or “Approved Equal” will be approved.

111.01 Measurement & Payment

The Municipality will measure and make payment for Items as follows:

Item	Pay Unit
Detectable Warning Surface	Unit (UNIT)



Wherever you go, there we are.®

SECTION 32 17 26 – TACTILE WARNING SURFACING

DETECTABLE WARNING SURFACE PANELS CAST-IN-PLACE REPLACEABLE

SECTION 1 – GENERAL

1.1 DESCRIPTION

- A. This Section includes Specifications for furnishing and installing embedded Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) with an in-line truncated dome pattern embedded in concrete at pedestrian crossings, boarding platforms, and rail crossing locations to the dimensions shown on the Drawings, in accordance with the Contract Documents and as directed by the Engineer.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Special Conditions and Division 1 Specifications Section, apply to this Section.
- B. Department of Justice ADA Standards (2010)
- C. Department of Transportation ADA Standards for Transportation Facilities (2006)
- D. Proposed Guidelines for Accessible Public Rights-of-Way (2011)
- E. California Title 24
- F. ISO 23599:2019-01 – Assistive products for blind and vision-impaired persons — Tactile walking surface indicators
- G. ISO 21542:2011 – Building Construction – Accessibility and Usability of the Built Environment
- H. ISO 9001 – Certificate No. 0502011, ISO 1409 and ISO/B 16949 Certified Manufacturing Facility located in Jefferson, Ohio
- I. Accessibility for Ontarians with Disabilities Act - (AODA)
- J. Canadian Standards Association – (CSA)

1.3 SUBMITTALS

- A. Product Data Sheet: Submit ADA Solutions literature describing products, installation procedures and routine maintenance.
- B. Samples for Verification Purposes: Submit two (2) detectable warning surface panel samples. Samples shall be properly labeled and shall contain the following information: Name of Project, Submitted By, Date of Submittal, and Manufacturer's Name.

- C. **Shop Drawings:** Submit the Standard Manufacturer Shop Drawings showing all pertinent characteristics of the Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) including profile, panel surface profile, plans of panel placement including joints, and material to be used as well as outlining installation materials and procedures.
- D. **Material Test Reports:** Submit all completed current test results from qualified, accredited independent testing laboratories by ASTM and UL/Canada guidelines and indicating that materials proposed for use follow specification requirements and meet or exceed the properties indicated on these specifications.
- E. **Maintenance Instructions:** Submit copies of the manufacturer's specified installation and maintenance practices for each type of Detectable Warning Surface panels and accessories as required.

1.4 QUALITY ASSURANCE

- A. Provide Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) and accessories as produced by a single manufacturer with a minimum of five years of experience in manufacturing Cast-In-Place Replaceable Detectable Warning Surface Panels.
- B. **Installer's Qualifications:** Engage an experienced installer certified in writing by Cast-In-Place Replaceable Detectable Warning Surface Panel (CIP REP) manufacturer as qualified for installation, who has completed installations similar in material, design, and extent to that indicated for the Contract.
- C. Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) must be compliant with ADAAG, PROWAG, and California Title 24 requirements.
- D. Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) shall meet or exceed the following test criteria using the most current test methods:

Standard	Standard Description	Value
ASTM D695	Compressive Strength	28,900 psi minimum
ASTM D790	Flexural Strength	29,300 psi minimum
ASTM D 638	Tensile Strength	11,600 psi minimum
ASTM C 1028	Standard Test Method for Determining the Static Coefficient of Friction (Slip Resistance)	1.18 Dry / 1.05 Wet
AS HB198:2014 (AS/NZS 4586)	Pendulum Sustainable Slip Resistance (SSR)	Pendulum Test Value (PTV), with Four S (96) hard rubber slider: 56 Dry / 44 Wet; After 500 cycles of abrasion: 34 Wet
ASTM C501	Abrasion Resistance	Minimum 500
FM 5-594	Abrasion Resistance, Florida Method	Average Volume Loss: no more than 0.03 cm ³
NTPEP TP103 (2015)	High Temperature Thermal Cycling Exposure, (Sect 14) and Resistance to Impact from Falling Tup (Sect 10)	Min. 60 thermal cycles at 200°F (93.33°C) = maximum damage classification of 'C' at 20 ft-lb impact
ASTM G155	Accelerated Weathering	$\Delta E < 5.0$ at 2,000 hours min.
ASTM D570	Water Absorption	0.07%
ASTM C1026	Freeze/Thaw/Heat	No deterioration
ASTM D1037	Freeze/Thaw	No deterioration
ASTM D543	Chemical Stain Resistance	No reaction
ASTM D1308	Chemical Stain Resistance	No reaction
ASTM-B117	Salt and Spray	No change after 200 hours
ASTM E84	Flame Spread Index	20
AASHTO H20	Load Bearing Test	No Damage at 16,000 lbs.

- E. Stamped concrete, polymer concrete, concrete pavers/tile, or brick products are not acceptable for use on this project.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) shall be suitably packaged or crated to prevent damage in shipment and handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect the panel from concrete residue during installation.
- B. Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) shall be delivered to a location at the building site for storage before installation. Store panels in an area that is within an acceptable temperature range 40°F - 90°F (4°C - 32°C) and maintain the storage facility in a clean, dry condition to prevent contamination or damage to the panels.

1.6 SITE CONDITIONS

- A. Environmental Conditions and Protection: Maintain a minimum temperature of 40°F (4°C) in spaces to receive Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) for at least 24 hours before installation, during installation, and for not less than 24 hours after installation.
- B. The use of water for work, cleaning, or dust control, etc. shall be contained and controlled and shall not be allowed to come in to contact with the general public. Provide barricades or screens to protect pedestrians.

1.7 MANUFACTURER'S WARRANTY

- A. Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) shall be guaranteed in writing for a period of seven (7) years from date of Contract's final completion. The guarantee includes manufacturing defects, breakage, and deformation.

1.8 INSTALLATION WARRANTY

- A. Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) installation shall be warranted in writing for two (2) years by the installer. Products must be guaranteed from defective work and loosening of panels.

SECTION 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) by ADA Solutions, 323 Andover Street, Suite 3, Wilmington, MA 01887. Toll-Free: 800-372-0519, sales@adatile.com, www.adatile.com.

- B. Panel Sizes

- 1. Standard Rectangular Panels

- a. 24" x 24" (609.6 x 609.6 mm)
 - b. 24" x 36" (609.6 x 914.4 mm)
 - c. 24" x 48" (609.6 x 1219.2 mm)
 - d. 24" x 60" (609.6 x 1524.0 mm)

2. Heavy Duty Rectangular Panels, 0.375" (9.5 mm) top thickness

- a. 24" x 24" (609.6 x 609.6 mm)
- b. 24" x 36" (609.6 x 914.4 mm)
- c. 24" x 48" (609.6 x 1219.2 mm)
- d. 24" x 60" (609.6 x 1524.0 mm)
- e. 36" x 48" (914.4 x 1219.2 mm)
- f. 36" x 60" (914.4 x 1524.0 mm)

3. Radius Panels

- a. 24" x 33.25" (609.6 x 844.5 mm)
- b. Radius options between 6 feet (1.82 m) and 21 feet (6.40 m)

- C. Existing engineered and field-tested products, which have been in successful service for five (5) years are subject to specification compliance, may be incorporated in the project and shall meet or exceed the specified test criteria and characteristics. Requests for Approved Equal status must be submitted and approved by the Owner before the Tender Phase of the project.

2.2 MATERIALS

- A. Composition: Cast-In-Place Replaceable Detectable Warning Surface Panels (CIP REP) shall be manufactured using a matte finish exterior grade homogeneous (uniform color throughout thickness of product) glass and carbon reinforced polyester based Sheet Molding Compound (SMC) composite material. Truncated domes must contain fiberglass reinforcement within the truncated dome for superior structural integrity and impact resistance. A matte finish will be required on the Tactile Warning Surface for superior slip resistance performance superior to that offered by a gloss finish. Use of Tactile Warning Surface Products employing coatings or featuring layers of material with differing composition, performance, or color properties is expressly prohibited under this Section.
- B. Color: Color shall be single, homogeneous color throughout panel
- 1. Federal Yellow (Y), Federal Standard Color No. 33538
 - 2. Brick Red (R), Federal Standard Color No. 20109
 - 3. Clay Red (CR) Federal Standard Color No. 22144
 - 4. Safety Red (SR) Federal Standard Color No. 31350
 - 5. Black (B) Federal Standard Color No. 37038
 - 6. Dark Gray (G) Federal Standard Color No. 36081
 - 7. Safety Blue (B) Federal Standard Color No. 15187
 - 8. White (W) Federal Standard Color No 27925
 - 9. Seattle Yellow (SY) Federal Standard Color No. 23594
- C. Domes: Raised truncated domes of 0.2" (5.0 mm) nominal height, base diameter of 0.9" (22.8 mm) and top diameter of 0.45" (11.4 mm). ADA Standards and Public Rights-of-Way Accessibility Guidelines require truncated dome spacing range of 1.6"-2.4" (40.6-60.9 mm).
[Designer Note: For superior wheelchair, walker and shopping cart mobility, the preferred truncated dome spacing shall have a center-to-center (horizontally and vertically) spacing of nominal 2.35" (59.6 mm), measured between the most adjacent domes on square grid.]
- D. Dome Spacing:

1. Standard Rectangular Panels: 2.35" (59.6 mm) dome spacing in square grid pattern
 2. Heavy Duty Rectangular Panels: 2.35" (59.6 mm) dome spacing in square grid pattern
 3. Radius Panels: 1.67" to 2.4" (40.6-60.9 mm) dome spacing in radial pattern
- E. CIP REP panels shall feature a minimum of eight (8) corrosion resistant concrete anchor inserts minimum 1.5" (38.1 mm) long with 0.5" (12.7 mm) x 1.5" (38.1 mm) long corrosion resistance bolts. Anchor bolts locations must be covered with structural water-tight caps. Anchor locations shall not be at truncated domes locations.
- F. CIP REP panels shall include a perimeter structural flange minimum 0.70" in depth with gaps to prevent air entrapment.
- G. Truncated Dome Surface of CIP REP panels shall be protected with factory installed plastic sheeting for cleanliness during the installation process. Basic Installation Guidelines shall be printed on the plastic sheeting in both English and Spanish for customer convenience.
- H. Cleaning materials used on site shall have code acceptable low VOC solvent content and low flammability.
- I. The Specifications of the concrete, sealants and related materials shall be in accordance with the Contract Documents and the guidelines set by their respective manufacturers.

SECTION 3 – EXECUTION

3.1 PREPARATION

- A. During all concrete pouring and CIP REP panel installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The physical characteristics of the concrete shall be consistent with the Contract Specifications while maintaining a slump range of 4 - 7 to permit solid placement of the CIP REP panel. An overly wet mix will cause the panel to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 pounds) shall be placed on each panel.
- C. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to CIP REP panel placement.

3.2 EQUIPMENT

- A. Contractor shall provide all tools, equipment, and services required for satisfactory installation per manufacturer's instruction as Incidental Work. Equipment which may be required include typical mason's tools, a 4-foot level with electronic slope readout, 25 lb. (11.4 kg) weights, vibrator, rubber mallet with 2" x 4" x 10" (51 mm x 102 mm x 254 mm) wood tamping plate, and a device for cutting the Detectable Warning Surface Panels.

3.3 INSTALLATION

- A. Contractor will not be allowed to install CIP REP panels until all submittals have been reviewed and approved by the Engineer. Panels shall be installed per manufacturer's instructions.
- B. To the maximum extent possible, the CIP REP panels shall be oriented such that the rows of in-line truncated domes are parallel with the direction of the ramp. When multiple panels regardless of size are used, the truncated domes shall be aligned between the panels and throughout the entire tactile warning surface installation.

- C. In accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights of Way 2011, panels shall be located relative to the curb line as shown within Sections 304 and 305 of the Guidelines.
- D. CIP REP panels shall be tamped or vibrated into the fresh concrete to ensure that there are no voids or air pockets, and the field level of the panel is flush to the adjacent concrete surface or as the Drawings indicate to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- E. Cutting and Setting of CIP REP panels shall be cut into size and configuration indicated on the Drawings using a 60 tooth carbide blade on a table saw or equivalent cutting device. Minimize any cantilever effect (to the maximum extent practicable) when cutting between successive embedment ribs as concrete will tend to flow up and over the panels. The top of the body of the panel shall be fully seated and flush with the adjacent concrete substrate. For specific instructions for cutting and setting refer to Detectable Warning Surface manufacturer's written instructions.

3.4 CLEANING AND PROTECTING

- A. Protect CIP REP panels against damage during construction period to comply with panel manufacturer's Specifications.
- B. During and after the CIP REP panel installation and the concrete curing stage, it is imperative that there are no walking, leaning or external forces placed on the panel to rock the panel, causing a void between the underside of the panel and the concrete.
- C. Remove Protective Plastic Sheeting from CIP REP panel within 24 hours of installation of the panel. Particularly under hot weather conditions (80 degrees or higher), plastic sheeting will adhere strongly (resulting in difficult removal of same) to Detectable Warning Surface panel when not removed quickly.
- D. If requested by the Project Manager, clean CIP REP panels not more than four (4) days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean panel by method specified by Detectable Warning Surface panel manufacturer.

END OF SECTION (Updated 12/14/2020)

Section 112 – Asphalt Price Adjustment Insert

Asphalt Price Adjustment

Asphalt price adjustment for asphalt binder will be determined on a monthly basis by the following formula:

$$A = (MA - BA) \times T$$

where: A = Asphalt Price Adjustment
MA = Monthly Asphalt Price Index
BA = Basic Asphalt Price Index
T = Tons of New Asphalt Binder (see Note)

Note: The weight of asphalt binder eligible for price adjustment will be determined by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of HMA.

Asphalt price adjustment for tack coat and prime coat will be determined on a monthly basis by the following formula:

$$A = (B) \times (I) \times (C) \times (M) \times (G)$$

where: A = Asphalt Price Adjustment
B = Bid Price for Tack Coat/Prime Coat
I = Asphalt Price Adjustment Factor (see Note)
C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:
Use 100% for cutbacks
90% for inverted emulsions
60% for RS or similar type emulsions
M = Percentage of Bid Price Applicable to Materials Only: Use 82%
G = Gallons of Tack Coat and Prime Coat Furnished and Applied

Note: Asphalt price adjustment factor for a given month will be a percentage increase or decrease determined by comparing that month's monthly asphalt price index with the basic asphalt price index.

The monthly asphalt price index will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department each month. For that part of the State north of and including Route 195, the asphalt price index will be based on quotations from Chevron, Citgo, and, Valero Refining Company New Jersey. For that part of the State south of Route 195, the index will be based on quotations from Coastal, Chevron, Citgo, and Valero Refining Company New Jersey.

The basic asphalt price index will be the most recent monthly asphalt price index before receipt of bids.

Should a monthly asphalt price index increase 50 percent or more over the basic asphalt price index, no additional HMA shall be furnished for the Project without written approval from the Director of Construction Services and Materials.

Should a monthly asphalt price index decrease from the basic asphalt price index, payments will be decreased accordingly.

Asphalt price adjustment for work performed after the time of completion, will be based on the asphalt price index for the month in which the work was to be completed, except if the monthly asphalt price index decreases after the completion date, the asphalt price adjustment will be decreased accordingly.

Asphalt price adjustment will be on a lump sum basis, and an estimated amount to cover the asphalt price adjustment will be included in the Proposal. Payments for increases will be made from this amount.

Asphalt price adjustments will not be made in those months for which the monthly asphalt price index has changed by less than five percent from the basic asphalt price index.

Basis of Payment.

Payment will be made under:

Pay Item
ASPHALT PRICE ADJUSTMENT

Pay Unit
LUMP SUM

Section 113 – Speed Hump (Complete)

113.01

Criteria & Design

Figure 3B-29. Pavement Markings for Speed Humps Without Crosswalks

This figure illustrates three examples of pavement markings for speed humps without crosswalks.

The markings are shown as white "v" shaped markings inside a second "v" shape. Speed humps are shown with a dimension (noted as "typical") of 12 ft longitudinally across both lanes of a two-lane two-way roadway. The travel lanes are each shown as 12 ft wide, and this width is denoted as "typical." The "v" shaped markings are shown as centered in each travel lane, with the point of each "v" pointing in the direction of traffic flow in the lane. The white lines making the "v" are shown as a dimension of 12 inches wide. The space between the two sets of "v" markings is shown at a dimensioned distance of 12 inches wide. A legend shows a black arrow indicating the direction of travel in the lanes.

The figure shows options A, B, and C (reference approved plan sheet details for speed hump option):

- Option A shows a two-lane roadway segment with arrows indicating one lane of travel in each direction. One speed hump marking is shown on the pavement in each direction, with the base of the "v" shown at the near edge of the speed hump and the point of the "v" shown at the center of the speed hump. The marking is shown as a dimension of 6 ft wide at the base of the "v."

- Option B shows a two-lane roadway segment with arrows indicating one lane of travel in each direction. Two speed hump markings are shown on the pavement in each direction, with the base of the first "v" shown at the near edge of the speed hump and the point of that first "v" shown at the center of the speed hump. The base of another "v" is shown beginning at the center of the speed hump with the point of that second "v" ending at the far edge of the hump. The markings are shown as a dimension of 6 ft wide at the base of the "v."

- Option C shows a two-lane roadway segment with arrows indicating one lane of travel in each direction. A larger speed hump marking is shown as a dimension of 9.5 ft wide at the base of the "v." One speed hump marking is shown in each direction, with the base of each "v" shown at the near edge of the speed hump and the point of the space between the inside and outside "v" lines shown at the center of the speed hump and the point of the outside "v" shown as ending at the far edge of the speed hump. A third "v" point is shown inside each inner "v." The width of the point of this innermost "v" line at the near edge of the hump is shown as a dimension of 10.4 inches.

113.02

Measurement & Payment

The Municipality will measure and make payment for Items as follows:

Item	Pay Unit
Speed Hump (Complete)	Unit (UNIT)

*installation, layout, all associated materials required, signage and required striping shall be included with the UNIT pricing.

CIVIL RIGHTS POSTERS & INFORMATIONAL PACKAGE

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

Civil Rights Informational Package

Information package must remain onsite during the duration of the project. A pdf copy will be provided at the time of the preconstruction meeting. The following shall remain onsite and available for review:

- Conscientious Employee Protection Act "Whistleblower Act"
- New Jersey Department of Labor and Workforce Development -- New Jersey Child Labor Law Abstract
- Right to be Free of Gender Inequity or Bias in Pay, Compensation, Benefits or Other Terms and Conditions of Employment
- New Jersey Law Prohibits Discrimination in Employment
- The New Jersey Family Leave Act
- New Jersey SAFE Act
- Wage and Hour Law Abstract
- OSHA Job Safety and Health
- Pay Transparency Nondiscrimination Provision
- New Jersey Department of Labor and Workforce Development -- Chapter 173
- Employee Polygraph Protection Act
- Employer Obligation to Maintain and Report Records -- Chapter 194
- Rights Under USERRA
- Unemployment and Temporary Disability Benefit Laws
- Family Leave Insurance
- Employees Rights Under the Family and Medical Leave Act
- Notice of Rights and Employer Responsibilities

FORM OF PROPOSAL

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

FORM OF PROPOSAL

For

Charles III Drive – Phase II Roadway Improvements Borough of Glassboro, Gloucester County, New Jersey

This Bid is submitted to the **BOROUGH OF GLASSBORO** herein referred to as the "OWNER",

By: _____
(Type or Print Name of Bidder)

Of: _____
(Type or Print Address of Bidder)

doing business as (an individual) or (a partnership) or (corporation).

1. The Undersigned Bidder hereby offers, agrees and certifies hereto, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and complete all Work as specified or indicated in the Contract Documents at the Contract Unit Prices indicated in this Bid and within the Contract Time indicated in this Bid and within the Contract Time indicated in Article 6 of the Agreement and in accordance with the Contract Documents.
2. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that he has examined the Notice to Bidders, all of the Bidding and Contract Documents and related documents, and all of the following Addenda, receipt of which is hereby acknowledged: (if none received, please write in "None").

Clarification No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. The Bidder further represents that he has visited and examined the actual site(s) and locality where the Work is to be performed, that he has familiarized himself with legal requirements (federal, state, county and local laws, regulations, ordinances and rules); that he has made such independent investigations and tests as he deems necessary; and that he has satisfied himself as to all conditions affecting the cost, progress or performance of the work.
4. The Bidder further represents that no person(s) other than those named within the Ownership Disclosure Statement are interested in this Bid; that the Bid is made without collusion with any other person, firm or corporation; and that no person(s) acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.
5. The Bidder further agrees that he accepts all of the terms and conditions of the General Provisions, including, without limitation, those dealing with the disposition of the bid security; and that, upon acceptance of this Bid, he will execute the Agreement and will furnish the documentation required by the Contract Documents within ten (10) calendar days from the date of Notice of Award.
6. In accordance with provisions of Article 6 of the Agreement, the Bidder further agrees that upon execution of said Agreement he shall start to perform the Work on the date the Contract Time commences to run, and shall complete the Work within the indicated time, and will accept the provisions of the Agreement as to Liquidated and Special Damages in the event of failure to complete the Work on time.

7. The Bidder acknowledges the right of the Owner to reject any or all bids, which, in its judgment, will be for the best interests of the Owner. The Contractor further agrees that any bid which contains any omissions, alterations of form, additions or alternates not called for, erasures or corrections or which does not contain a price for each of the items in the bid for or in which any of the prices are obviously unbalanced, or which fail to conform to the regulations stated herein, may be disregarded and rejected as improper, except that the Owner may waive any defects or irregularities. All bids, which are submitted or received after the scheduled closing time for the receipt of bids, will be rejected.
8. All blank spaces in the proposal, excepting as otherwise noted, must be filled in, that no change shall be made in the phraseology of the proposal or of the item mentioned. All information which may be requested of the bidder in these specifications shall be included with this proposal. All erasures, interpolations or other physical changes on the bid form shall be initialed or signed by the bidder. Bids not conforming to these regulations may be rejected by the owner as being incomplete.
9. All blank spaces for the Base Bid, Alternate Bid, and "If and Where Directed" Bid must be filled in. The Owner will evaluate the Bids based on the low price of the Base Bid. If the Owner selects the Contract A, it will be awarded to the successful Bidder with a responsive Bid and the lowest total price, if the funds are available.

LIST OF SUBMITTED DOCUMENTS

The following documents have been submitted to the Borough of Glassboro as part of the Bid submitted herein. The Bidder shall initial acknowledgement of same on the space provided and sign and seal this form below.

Items Included With Bid

Initials of Bidder

Form of Proposal
 Acknowledgment Form
 Bid Security in the form of: (Check
 Appropriately) Bid Bond ____, Cashier's
 Check____ or Certified Check ____
 Acknowledgment for Principal
 Surety Guaranty
 Acknowledgment for Surety
 Acknowledgement of Business Registration
 Bidder's Qualification Form
 NJ Dept. of Labor Public Works
 Certificate of Registration
 Contractor and Subcontractor Business
 Registrations with the NJ Dept. of Treasury
 Subcontractor Disclosure Form
 Material Disclosure Form
 Site Visitation Statement
 Ownership Disclosure Statement
 Statement of Stockholder Information
 Mandatory Affirmative Action Language
 Affirmative Action Statement
 Non-Collusion Affidavit
 Disclosure of Investment Activities in Iran
 Certification of Non-Segregated Facilities
 Certification of Equal Employment Opportunity
 Debarred, Suspended, & Disqualified Bidders Affidavit
 Americans w/ Disabilities Act of 1990 Form (Exhibit A)
 Mandatory Equal Employment Opportunity Language Form
 (Exhibit B)
 DLGS Federal Debarment Model Form (Exhibit C)
 Each and Every Addendum / Clarification (if Applicable)
 Two (2) Additional Copies of the Bid Proposal Package
 Copy of all submitted documentation on CD Format

Items to be Provided Upon Award:

1. **Contract Agreement**
2. **Performance Bond**
3. **Payment Bond**
4. **Certificate of Insurance**
5. **NJDOT SA-11 Form**

BY:

SIGNATURE AND TITLE OF BIDDER

TYPE OR PRINT NAME AND TITLE OF BIDDER

TYPE OR PRINT NAME OF COMPANY/FIRM/CORPORATION

SEAL OF CORPORATION

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

SCHEDULE OF QUANTITIES

The bidder shall complete the Schedule of Quantities.

The unit bid prices for the Bid shall be the cost for the bidders to complete the work in accordance with the bidding documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bidder shall complete Schedule of Quantities for the Bid. Failure to furnish a completed Schedule of Quantities for the Bid within the bid proposal shall be cause for the rejection of the bid.

The Borough shall base the Basis of award for this project(s) on the lowest responsible bidder (one bidder only). The low bid will be subject to Borough Committee's decision for the lowest total bid amount based upon the Bid amount items based on availability of funds. The Borough of Glassboro shall award the contract **in the best interest of the Borough of Glassboro** to the lowest most responsible and responsive bidder.

SPECIAL NOTES

- A. The contractor is advised to immediately inform the Borough in the event that the field conditions and measurements do not match those in the specification. The Contractor is not to proceed with any additional work without written authorization from the Borough.
- B. Curb ramps and Sidewalks that are constructed not in compliance with ADA accessibility requirements including maximum running slopes, maximum cross slopes, landing area location and size, diverging sidewalk drop off protection, blended transitions, blended transition running slopes and cross slopes, flare widths, grade breaks and grade break directions, clear space size and location, will not be accepted.
- C. All existing signs, inlet curb pieces and grates shall be returned to the Borough as soon as they are removed. It is the Contractor's responsibility to deliver them to the Public Works yard.
- D. The Contactor must provide compaction & air void reports for the surface course.
- E. Relocation of any mail box will fall under CLEARING SITE. The Contractor must reference the N.J.D.O.T. Specifications, if applicable.
- F. The Contractor shall provide a Traffic Control Coordinator to supervise the requirements for traffic control as identified in Section 6 of the MUTCD and the typical traffic control plan. All traffic control measures must be in compliance with MUTCD.
- G. The Contractor shall be responsible for notifying Gloucester County Soil Conservation District the start of the project and adhere to all the requirements set for on the approved permit. Final approval from Gloucester County Soil Conservation District will be required as part of the final close out of this project.
- H. Reference Division 150, Contract Requirements, Section 151, Performance Bond & Payment Bond for bond requirements within the Special Provisions.
- I. Concrete and Asphalt must be from an approved NJDOT plant. Link provided below:
<https://www.state.nj.us/transportation/eng/materials/qualified/QPLDB.shtm>

Bid

Charles III Drive – Phase II Roadway Improvements - Schedule of Quantities						
Item No.	Description	Approx. Quantity	Unit	Unit Price		Total Price
1	Construction Layout	1	DOLL			
2	Traffic Cone	25	UNIT			
3	Drum	30	UNIT			
4	Construction Signs	325	SF			
5	Mobilization	1	LS			
6	Clearing Site	1	LS			
7	Excavation, Unclassified	55	CY			
8	Excavation, Test Pit	55	CY			
9	Hot Mix Asphalt Milling, 3" or Less	4,530	SY			
10	Tack Coat	435	GAL			
11	Dense Graded Aggregate Base Course	1,250	SY			
12	Hot Mix Asphalt, 12.5M64, Surface Course	620	TON			
13	Sawing & Sealing Joints in Hot Mix Asphalt	150	LF			
14	Asphalt Price Adjustment	1	DOLL	\$12,100.00		\$12,100.00
15	Detectable Warning Surface	6	UNIT			
16	Concrete Sidewalk, 4" Thick	125	SY			
17	9" x 18" Concrete Vertical Curb	220	LF			
18	Traffic Stripes, 4"	1,930	LF			
19	Traffic Markings, Symbols	430	SF			
20	Painted Curbing (Yellow)	150	LF			
21	Guide Sign, Type GA, Breakaway Supports	5	SF			
22	Regulatory & Warning Sign	80	SF			
23	Curb Piece	4	UNIT			
24	Bicycle Safe Grate	4	UNIT			
25	Reset Manhole, Sanitary Sewer, Using Existing Casting	2	UNIT			
26	Speed Hump (Complete)	2	UNIT			
27	RPM, Bi-Directional Lens, Blue	1	UNIT			
28	Preparation of Existing Soil	145	SY			
29	Topsoiling, 4" Thick	145	SY			

30	Hydro-Seeding	145	SY			
31	Temporary Inlet Protection	6	UNIT			
Total Bid in Nos.						
Total Bid in Words						

Schedule of Quantities – Totals

Total Bid in Numbers _____

Please note Line Item No. 17, 9" x 18" Concrete Vertical Curb, HMA Pavement Repair is required along the edge of the curb. Pricing for the repair shall be included within this line item. 4" of Hot Mix Asphalt, 12.5M64 will be required.

Respectfully submitted on the ____ day of _____, 2022.

Bid Submitted By: _____
(Type or Print Name of Company/Firm/Corporation)

(Signature of Individual/Partner/Officer)

(Type or Print Name of Individual/Partner/Officer)

Doing business as _____
(Individual, Partnership, Corporation)

(State of Incorporation)

If Corporation, attested by: _____
(Signature of Secretary)

(Type or Print Name Secretary)
(Corporate Seal)

Business Address: _____

Business Phone: _____

License or Registration No.: _____

ACKNOWLEDGMENT FORM

State Of: _____

County Of: _____

Municipality Of: _____ to wit;

I, _____, a Notary Public in and for the State, County and Municipality aforesaid, do certify that _____ doing business as _____ whose name is signed to the foregoing Bid Form, personally appeared before me in the State, County and Borough aforesaid and acknowledged the same to be his act and deed.

My Commission expires _____
(Date)

Notary Public

(Seal)

Given under my hand and seal this ____ day of _____, 2022.

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

(NAME OR LEGAL TITLE OF BIDDER)

of _____
(ADDRESS OF BIDDER)

as Principal, hereinafter referred to as the "Principal", and

(NAME OR LEGAL TITLE OF SURETY)

of _____
(ADDRESS OF SURETY)

a corporation duly organized under the laws of the State of _____ and authorized to transact business in the State of New Jersey, as Surety, hereinafter referred to as the "Surety", are firmly bound unto the **BOROUGH OF GLASSBORO, GLOUCESTER COUNTY, NEW JERSEY** as "OWNER, hereinafter referred to as the "OWNER", 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 present.

WHEREAS, the Principal has submitted a Bid for the project entitled "**Charles III Drive – Phase II Roadway Improvements**".

NOW THEREFORE, the condition of this Bond shall be such that if said Bid shall be accepted, and if the Principal shall furnish to the OWNER Bonds with good and sufficient surety within the times, in the forms and in the amounts require by the Bidding or Contract Documents and insurance certificates as required by the Contract Documents and upon award of a Contract to him by the OWNER shall execute and deliver the Agreement, within the times, in the forms and in the amounts as appropriate, required by the Bidding or Contract Documents, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the OWNER the difference between the amount of said Bid, as accepted by the OWNER, and any higher amount for which the required Work shall be contracted for by the OWNER, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the OWNER by reason of the failure of the principal to enter into such Agreement with the OWNER, or to furnish such Bonds, or to furnish insurance certificates; provided, however, that: (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the OWNER should not procure an executed Contract with any other person for the performance of the Work contemplated in said Bid, as accepted by the OWNER, upon the same terms and conditions, other than price as provided in the Bidding or Contract Documents, within the period provided in the Bidding or Contract Documents during which no Bids or Bidders may be withdrawn, whether because of the lack of other Bids or because of the inability or refusal of any other Bidder to enter into an appropriate Contract, or because of the cost under any higher Bid would be greater than the OWNER shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the OWNER the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the OWNER may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, on this _____ day of _____, 2022.

Bond submitted by _____
(Name of Individual, Partnership or Firm)

(Signature of Individual or Partner)

(Type or Print Name of Individual or Partner)

Doing business as _____

Business address _____

If Bond Bid submitted by Corporation:

(Signature of Officer Authorized to Sign)

(Type or Print Name and Title of Officer)

(State of Incorporation)

Attest

(Signature of Secretary)

(Corporate Seal)

(Type or Print Name Secretary)

Corporate Surety: _____
(Corporation's Name)

(Signature of Officer or Attorney-in-Fact*)

Attest

(Signature of Secretary)

(Type or Print Name of Secretary)

(Corporate Seal)

* Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act in behalf of the corporation. The date of the Bond must not be prior to date of Bid.

ACKNOWLEDGMENT FOR PRINCIPAL

State of _____

County of _____

Municipality of _____ to wit,

I, _____, a Notary Public in and for the State,
County and Municipality aforesaid, do certify that

_____ doing business as
_____ whose name is signed to the foregoing form,
personally appeared before me in the State, County and Borough aforesaid and acknowledged the same to be his
act and deed.

My Commission expires _____
Date

Notary Public

(SEAL)

Given under my hand and seal this _____ day of _____, 2022.

SURETY GUARANTY

Know all men by these present, that for and in consideration of the sum of \$1.00 dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____ (Surety Company) a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey and agrees, that if contract _____ is awarded to _____ (Name of Bidder), the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith. In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 2022.

(A CORPORATE ACKNOWLEDGEMENT AND STATEMENT OF AUTHORITY TO BE HERETO ATTACHED BY THE SURETY COMPANY.)

**SURETY COMPANY
ATTORNEY-IN-FACT**

ATTEST: _____

(SEAL)

ACKNOWLEDGEMENT FOR SURETY

State of: _____

County of: _____

Municipality of: _____ to wit;

I, _____, a Notary Public in and for the
State, _____ County _____ and _____ Municipality _____ aforesaid, do certify that
_____ doing business as
_____ whose name is signed to the
foregoing Bid Form, personally appeared before me in the State, County and Borough aforesaid and acknowledged
the same to be his act and deed.

My Commission expires _____
DATE

NOTARY PUBLIC

(SEAL)

Given under my hand and seal this _____ day of _____, 2022.

ACKNOWLEDGEMENT OF BUSINESS REGISTRATION

In accordance with Section 1 of P.L. 2001, c.134 (C.52:32-44) all bidders are required to provide a copy of the contractors and subcontractors business registration certificate(s) issued by the Department of the Treasury or such other form or verification that the contractor and subcontractor is registered with the Department of the Treasury.

I am familiar with the above referenced requirements of Public Law 2001, C. 134 (C.52:32-44), as revised and amended to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That my firm has complied with the requirements and attachments of required business registration certificate(s) are included with the bid package for the **Borough of Glassboro** project known as the **"Charles III Drive – Phase II Roadway Improvements"**.

I am _____
(Bidder's Name)

of _____
(Company, Firm or Corporation)

BY _____
(Signature of Bidder)

(Type or Print Name of Bidder)

(Title or Position)

BIDDERS' QUALIFICATION FORM

(Completion of This Statement Is Required In advance of Consideration for Award of Contract)

SUBMITTED TO: **Borough of Glassboro
One South Main Street
Glassboro, New Jersey 08028**

SUBMITTED FOR: **Charles III Drive – Phase II Roadway Improvements**

SUBMITTED BY: _____
(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual)

(Address of Bidder)

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

- 1.0 How many years has your organization been in business as a general contractor? _____
- 2.0 How many years has your organization been in business under its present name? _____
- 3.0 Do you plan to subcontract any part of this project? _____ If so, give details.
- 4.0 Attach a "Status of Contracts" listing the name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.
- 5.0 List names of five (5) projects, owners, architects or engineers, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature of this project which your organization has completed in the past three (3) years.
- 6.0 List name, address and telephone number of a reference for each project listed under Items 4.0 and 5.0, above.
- 7.0 Has any construction contract to which you have been a party been terminated by the Owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? (Yes) (No)

If the answer to any portion of this question is "yes", attach list of such occurrences including name of OWNER, location, description of project, contract amount, architect or engineer and surety.

- 8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the Owner; terminated work on a

project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? (Yes) (No)

If the answer to any portion of this question is "yes", attach list of such occurrences including name of owner, location, description of project, contract amount, architect or engineer and surety.

9.0 List name, address and telephone number of an individual who represents each of the following and whom Owner may contact for a financial reference:

9.1 A surety:

9.2 A bank:

9.3 A major material supplier:

10.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicated Bidder's assets, liabilities and net worth.

10.1 Date of financial statement_____

10.2 Name of firm preparing statement_____

SUBCONTRACTOR DISCLOSURE FORM

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contracts may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of a partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publically bid contract with its own employees or by the bidder himself, as master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "IN-HOUSE" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contractor does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

Striping, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Traffic Control Coordinator, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Concrete, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Traffic Control, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Other (Related to the scope of work):

Name _____ Phone # _____

Address _____

License Number: _____

Other (Related to the scope of work):

Name _____ Phone # _____

Address _____

License Number: _____

Plumbing Work, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Gas Fitting and All Kindred Work, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Electrical Work, including any Electrical Power Plants, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Tele-data Systems, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

Structural Steel and Ornamental Iron Work, If Applicable:

Name _____ Phone # _____

Address _____

License Number: _____

MATERIAL DISCLOSURE FORM

Only qualified materials that have been approved according to Section 106 of NJDOT Standard Specifications may be used for construction or maintenance of New Jersey's transportation infrastructure. NJDOT maintains databases of qualified materials for materials that are required to be on a qualified products list (QPL) for use. If a material is required or permitted to be on a QPL, the QPL is referenced in the materials specification in the 2007 NJDOT Standard Specifications.

NOTE: Not all materials specified by NJDOT are required to be from a QPL. For those materials that are not required to be on a QPL for use on construction projects, the material is approved according to the Materials Questionnaire process as detailed in Section 106 of NJDOT Standard Specifications.

DOT maintains a separate Qualified Plants database contains qualified producers of asphalt and concrete. The database contains producer names and locations that are qualified to supply DOT projects.

NJDOT Approved HMA Plant:

Plant _____ Phone # _____
Address _____

NJDOT Approved Concrete Plant:

Plant _____ Phone # _____
Address _____

NJDOT maintains a database of qualified materials. You may examine materials qualified by NJDOT through the Qualified Materials Database portal, link provided below:

https://www.state.nj.us/cgibin/transportation/database/viewdb.pl?database=ASPHALT_CONCRETE_PLANTS&action=view&fields=2,5&select=AND;0;EQ;APPROVED%20PRECAST%20AND%20PRESTRESSED%20CONCRETE%20PLANTS%20%20&sort=2&URL=/transportation/eng/materials/qualified/QPLDB.shtm

SITE VISITATION STATEMENT

I am _____
(Bidder's Name)

of _____
(Company, Firm or Corporation)

the Bidder making this Bid for the **BOROUGH OF GLASSBORO** project known as the "**Charles III Drive – Phase II Roadway Improvements**" and I hereby certify that I or my authorized representative has personally inspected the project site(s).

BY _____
(Signature of Bidder)

(Type or Print Name of Bidder)

(Title or Position)

(Seal If Corporation)

OWNERSHIP DISCLOSURE STATEMENT

To the **BOROUGH OF GLASSBORO** we offer to furnish materials, equipment, labor and services in accordance with terms and conditions, as herein required under:

(Project Title)

The undersigned as Bidder, declares that the only parties interested in this bid as Principals are named herein; that this bid is made without collusion with any other person, firm or corporation; that in this bid, that he (it) has examined the agreement and the Contract Documents therein referred to; and he (it) proposes and agrees that if this bid is adopted, he (it) will contract with the Borough in the form included in these Contract Documents.

Signature of Bidder with residence and business address:

Dated: _____

List below the names and residences of all persons and parties interested in the foregoing bid as Principals, and in accordance with Chapter 33 of the Public Laws of 1977, the names and addresses of all Stockholders in the corporation or partnership who own 10 percent or more of its stock of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, as the case may be. If one or more of the stockholders or partners of the bidding entity is itself a corporation or partnership, the stockholders holding ten (10) percent or more of that corporation's stock, or the individual partners owning ten (10) percent or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten (10) percent ownership criteria established by N.J.S.A. 52:25-24.2 has been registered.

STATEMENT OF STOCKHOLDER INFORMATION

In compliance with Chapter 33, Laws of 1977, the following stockholder information is submitted (See Article 1.2.19.).

(NAME OF CORP., PARTNERSHIP OR INDIVIDUAL SUBMITTING PROPOSAL)

(ADDRESS)

LIST OF STOCKHOLDERS

NAME

ADDRESS

EXHIBIT B

Mandatory Affirmative Action Language **N.J.S.A. 10:5-36 et seq, N.J.A.C. 17:27**

Construction Contracts

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

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 applicable employment goal prescribed by N.J.A.C. 17:27 7.3; provided, however, that the Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27 7.3.

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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:
 - (1) To notify the Public Agency Compliance Officer, the Division, 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 until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) 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 Division.

(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 Division and submitted promptly to the Division 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 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 Division an Initial Project Workforce (Form AA201) provided to the public agency by the Division 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 from 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 budget funds, as is necessary, for on the job and/or off-the-job programs for outreach and training of minority and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27.

AFFIRMATIVE ACTION STATEMENT

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

That I am familiar with the affirmative action requirements of Public Law 1975, C. 127 (NJAC 17:27), as revised and amended to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That my firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by Public Law 1975, C. 127, as amended and revised to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That in the event that this contract is awarded to my firm, I shall comply with all the Affirmative Action requirements of the State of New Jersey and will complete and submit to the Owner an Initial Project Manning Report (AA201) as required by the State Affirmative Action Office within three (3) calendar days of execution the Agreement.

By _____
(Signature of Bidder)

(Type or Print Name of Bidder)

(Title or Position)

(Seal if Corporation)

ACKNOWLEDGED AND SWORN BEFORE ME

This _____ day of _____ in the year of 2022

(Signature of Notary Public)

(Type or Print Name of Notary Public)

My Commission expires _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ of the Municipality of _____ in the County of _____ and the State of _____ of full age, 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, and 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; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **BOROUGH OF GLASSBORO** relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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:

(Name of Contractor) (N.J.S.A.52:34-15)

(Also type or print name of
affiant under signature)

Subscribed and sworn
before me this

_____ day of _____, 2022

Notary Public of

My Commission Expires _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the 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. **I will skip Part 2 and sign and complete the Certification below: OR**
- ☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeree Contact Name _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished,

the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
-
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
 18. Modifications to this Bond are as follows:

CERTIFICATE OF INSURANCE

1. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
2. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
3. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
4. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
5. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
6. The Owner, Engineer and Engineer's Consultants shall be included on policy as additional insured's and loss payees.
7. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, the Amended Declaration Page identifying the Owner, Engineer, Engineer's Consultants, and additional loss payees.
8. The Insurer must also acknowledge the policy cannot be cancelled during the term of the Contract.

WARRANTY AGAINST DEFECTIVE WORK

In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of this subcontractors or suppliers at any tier. Such warranty shall be in the form of a Performance & Maintenance Bond to the Borough of Glassboro (provided by the awarded Contractor). Said bond value shall be for 100% of the contract or as listed under the Special Provisions. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to owner's real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The maintenance bond shall be in accordance with the requirements herein.

The Engineer shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect or damage.

Should the Contractor fail to remedy any failure, defect or damage described in the first paragraph of this Subsection within a reasonable time after receipt of notice thereof, the Engineer shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the Contractor's expense.

In addition to the other rights and remedies provided by this clause, all subcontractor's manufacturers', and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the Engineer, be enforced by the contractor for the benefit of the Owner. In such case, if the Contractor's warranty under the first paragraph of this Subsection has expired, any suit directed by the Engineer to enforce a subcontractor's manufacturer's or supplier's warranty shall be at the expense of the Owner. The Contractor shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in a normal commercial practice.

If directed by the Engineer, the contractor shall require any such warranties to be executed in writing to the owner. Notwithstanding any other provision of this Subsection, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owners nor the repair of any defects of material or design furnished by the Owner nor for the repair of any damage which results from any such defect in Owner furnished material or design.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

(Signature)

(Date)

(Name and Title of Signer – Please Type)

NOTE: Penalty for making false statements in offers as prescribed in 18 U.S.C. 1001.

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

(Signature)

(Date)

(Name and Title of Signer – Please type)

DEBARRED, SUSPENDED AND DISQUALIFIED
BIDDER'S AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ of the Municipality of _____ in the County of _____ and the State of _____ of full age, 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 **Charles III Drive – Phase II Roadway Improvements**, and that I executed the said Proposal with full authority so to do; that said bidder has not, and any subcontractors have not, nor its/their Principals been debarred, suspended, or disqualified from contracting with the local contracting unit (Owner) or any of the agencies or departments of the executive branch of the State of New Jersey at the time of submission of the Bid; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **Borough of Glassboro** relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that the local contracting unit (Owner) has had no "prior negative experience" with the Bidder or any subcontractors, as defined under N.J.S.A. 40A:11-4.

(Name of Contractor) (N.J.S.A.40:11-4)

(Also type or print name of
affiant under signature)

Subscribed and sworn
before me this

_____ day of _____, 2022

Notary Public of

My Commission Expires _____

EXHIBIT A

Exhibit A

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Municipality, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC. SJ 21 OJ et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

_____(Initial and Date)

EXHIBIT B

(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**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(Print Name of Company/Firm)

(Date)

(Signature)

EXHIBIT C

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	

OR

☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	

OR

☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities									
Section A									
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be. <table border="1"> <thead> <tr> <th>Name of Business Entity</th> <th>Business Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name of Business Entity	Business Address						
Name of Business Entity	Business Address								
Add additional sheets if necessary									
OR									
☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.								

Section B (skip if no business entities are listed in Section A of Part IV)			
☐		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
☐		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

