

utilities for this work to be done.

If, in the opinion of the Engineer, it is necessary to install temporary lines, to prevent interruptions in utility service to residents, the Contractor shall install or have installed the temporary lines necessary to provide service e. He shall maintain and protect such lines during the course of the work and shall remove them when permanent connections have been made unless otherwise directed by the Engineer. The costs therefore shall be assumed by the Contractor in all cases excepting only where the structure or utility requiring such temporary replacement, occupies the same space as that needed for installations under this Contract, in which event the procedures for compensation listed under A, B, and C in this section will be followed.

All work shall be performed to the satisfaction of the Engineer.

Where the Owner's storm drains, sewer lines, or water mains are encountered and repair, replacement, or relocation is necessary before work can proceed, the Contractor shall carry out the work promptly as directed by the Engineer.

#### **105.10 USE OF EXPLOSIVES**

*THE FOLLOWING PARAGRAPH IS ADDED AT THE END OF THIS SUBSECTION:*

The use and storage of explosives within the project limits is strictly forbidden on this project.

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

#### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

*THE FIRST PARAGRAPH IS CHANGED TO:*

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

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

All imported aggregates and topsoil materials shall be certified clean by the supplier to be in compliance with the residential direct contact soil remediation standards as specified in NJAC 7:26D.

#### **106.03 FOREIGN MATERIALS AND EQUIPMENT**

*THIS SUBSECTION IS CHANGED TO:*

During the course of this contract, the Contractor agrees to use, supply or deliver only such manufactured articles, materials and supplies that have been manufactured in the United States substantially from articles, materials and supplies mined, produced or manufactured in the United States, wherever feasible.

In the event foreign materials are to be utilized on the project, the Contractor shall notify the Engineer, in writing, of the foreign materials and quantities to be utilized on the project. This notification shall include country of origin and rationale for their use. Material cost is an unacceptable rationale for foreign material use. Within 14 days of receipt of the written notification from the Contractor, the Engineer shall either approved or deny the Contractors' request.

#### **106.04 MATERIALS QUESTIONNAIRE**

*THIS SUBSECTION IS CHANGED TO:*

Submit material cut sheets for review and approval by the Engineer for all materials to be utilized on the project. Submission, review and approval of material cut sheets will be as specified in 105.05. Payment for materials installed will not be made until an approved materials cut sheet is achieved by the Contractor. Any

materials installed, which are deemed unacceptable by the Engineer, must be removed and replaced with approved materials at no additional cost to the Owner.

#### **106.09 SUBSTITUTES FOR PROPRIETARY ITEMS**

*THIS SUBSECTION IS CHANGED TO:*

If material or equipment is specified in the Contract by using the name of a proprietary item or the name of a particular supplier, the Contractor may propose a substitute, also known as an alternate and/or equal product, except when the Special Provisions state that no substitution is permitted. Substitute products and/or manufacturers will not be prequalified prior to bid award. All bidders shall use the specified product for bidding purposes.

Upon award of the contract, the Contractor may request the use of substitute products. To request approval for using a substitute item of material or equipment, submit a written request to the Engineer including the following:

1. Certification that the proposed substitute performs the functions and achieves the results called for by the design, is similar and of equal substance to that specified, and is suited to the same use as that specified.
2. Details or catalogue cut sheets on the material properties of the substitute.
3. A statement that the evaluation and approval of the proposed substitute does not hinder the Contractor's ability to complete the Contract.
4. A statement that the proposed substitute for use in the Work does not change or modify the Contract.
5. Difference between the proposed substitute from that specified.
6. Manufacturer's recommendations, maintenance requirements, and repair or replacement requirements for the substitute.

Submit additional information as requested by the Engineer to assist the Engineer's evaluation. The Engineer will evaluate the request and notify the Contractor in writing of approval or rejection of the proposed substitute. The Engineer has the right to require the Contractor to provide, at no cost to the Owner, a special performance guarantee or other bond with respect to a substitute.

If, during the use of the substitute material or equipment, the Engineer determines that the work produced is not in conformance with the Contract, immediately discontinue the use of the substitute and complete the remaining work with the specified material or equipment. Remove the deficient work and replace it, or take corrective action as directed by the Engineer. The Owner will not make payment or modify Contract Time to remove and replace work resulting from an authorized substitution.

Any cost savings due to the use of substitute products will be administered as specified in 104.02.

### **SECTION 107 – LEGAL RELATIONS**

#### **107.11.02 General Insurance**

*THIS SUB-PART IS CHANGED TO:*

The Contractor shall provide and maintain insurance as indicated in the Contract documents. Proof of insurance shall be submitted as part of the Contract execution process to the satisfaction of the Owner and Engineer.

#### **107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

*REPLACE THIS SECTION WITH THE FOLLOWING:*

The Department will not participate in litigation between the RE and the Contractor.

#### **107.14 PATENED DEVICES, MATERIALS, AND PROCESSES**

*REMOVE THE SECOND PARAGRAPH OF THIS SECTION*

#### **107.15 TAXES**

*REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO:*

The sales tax exemption does not apply to equipment used for Contract work.

### **SECTION 108 – PROSECUTION AND COMPLETION**

#### **108.01 SUBCONTRACTING**

*THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

The Contractor is responsible for the work performed by subcontractors. Ensure that no work is performed by a subcontractor prior to receiving written approval from the Owner for each subcontractor. Submit requests for approval to subcontract to the Owner at least 20 days before the anticipated start of the work with the following:

##### **1. Values and Quantities.**

*THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:*

There are no Specialty Items in this Project.

*PARAGRAPH 2 OF SUB-PART 1 (VALUES AND QUANTITIES) IS DELETED FROM THIS SUBSECTION:*

*SUB-PART 1 (VALUES AND QUANTITIES), ITEM B IS DELETED FROM THIS SUBSECTION:*

*PARAGRAPH FOUR IS DELETED FROM THIS SUBSECTION*

*REVISE SECTION 108.01.3.a IS DELETED:*

#### **108.02 COMMENCEMENT OF WORK**

*PARAGRAPHS ONE THROUGH FIVE ARE DELETED FROM THIS SUBSECTION:*

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Upon award of the Contract by the Owner, a copy of the resolution awarding the contract will be provided to the Contractor. Upon execution of the Contract by the Owner and Contractor, a pre-construction conference will be held and the Contractor will be authorized to order materials, which have been approved by the Engineer. The Contractor shall have the entire project completed within the time frame stipulated in the Form of Contract.

Construction operations shall commence within 10 days of the date of the Notice to Proceed and shall continue without interruption until the work is completed. Failure to commence construction operations within 10-days shall constitute a default for which the Owner may take whatever action is deemed appropriate under the Contract.

#### **108.04 WORK SITE AND STORAGE**

*THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:*

Any additional space that the Contractor may require for construction operations shall be procured by the Contractor at his own expense. In the event private lands are leased by the Contractor, a copy of the lease agreement shall be provided to the Engineer. Upon completion of all work and prior to the release of retainage, the Contractor shall provide the Engineer a copy of a letter of release from the property owner of any leased lands that the site has been restored in a satisfactory manner.

#### **108.05.02 Safety Program**

*IN THE FIRST SENTENCE OF THE SECOND PARAGRAPH, DELETE THE PHRASE:*

“...for approval...”

#### **108.06 NIGHT OPERATIONS**

*THIS SUBSECTION IS CHANGED TO:*

Night operations comprise work performed from 30 minutes before sunset to 30 minutes after sunrise. Night operations will not be permitted for this project.

#### **108.07.02 Changes to the Traffic Control Plan (TCP)**

*IN THE FIRST SENTENCE OF THE FIRST PARAGRAPH, ADD THE PHRASE:*

“...at least 14 days before the change is needed.”

#### **108.08 LANE OCCUPANCY CHARGES**

*THIS SUBSECTION IS DELETED:*

#### **108.10 CONTRACT TIME**

*IN THE SECOND SENTENCE OF THE FIRST PARAGRAPH, DELETE THE PHRASE:*

“...Special Provisions.”

*AND SUBSTITUTE THE PHRASE:*

“...Contract Documents.”

*THE SECOND PARAGRAPH OF THIS SUBSECTION IS DELETED:*

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

##### **108.11.01.A**

*REVISE THE SECOND PARAGRAPH TO:*

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

*CHANGE SECTION 108.11.01.B.3 TO:*

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

*CHANGE SECTION 108.11.01.B.4 TO:*

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

**C. Submitting Time Impact Evaluation.** If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full

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

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

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

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

## **108.15 TERMINATION OF CONTRACT**

### **108.15.01 For Convenience**

*THIS SUB-PART IS DELETED:*

### **108.15.02 For Cause**

*THE FIFTH PARAGRAPH OF THIS SUB-PART IS CHANGED 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.

*THE SIXTH PARAGRAPH OF THIS SUB-PART IS CHANGED TO:*

If the Owner's termination for cause is found by a court to be legally improper, the Owner will rescind the termination for cause and proceed with the work in accordance with the Contract Documents.

## **108.16 PARTIAL ACCEPTANCE**

*THIS SUBSECTION IS CHANGED TO:*

Partial acceptance of completed portions of the work will not be provided. During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Contractor shall take proper precautions to protect the finished work from loss or damage, pending completion and the acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the Contractor shall forthwith repair, replace and make good the work without additional compensation or extension of time therefore, except as may be otherwise provided herein

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

### **109.01 MEASUREMENT OF QUANTITIES**

*THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

All items will be designated as Measured Items or Proposal Items. Proposal Items will consist of all items paid on a lump sum basis. All other items will be designated as Measured Items. The Engineer will measure quantities of Measured Items for payment.

*THE EIGHTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

The Engineer will measure proposal items designated as “if and where directed” for payment only when the Engineer has directed the Contractor to utilize these items within the work.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

For measured quantities that are measured by the linear-foot or yard, the quantity will be calculated by the total installed length.

### **109.02 SCOPE OF PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION*

Payment will be made under the items listed in the “Measurement and Payment” Subsection only to the extent that such items are scheduled in the Proposal. In the event no item is scheduled in the Proposal, payment will not be made and all costs related thereto will be included in the various items scheduled in the Proposal.

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

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

*THIS SUBSECTION IS DELETED*

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

*REVISE THE FIRST SENTENCE OF SECTION 109.04 TO:*

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

### **109.05 ESTIMATES**

*THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

The Owner will make monthly payments to the Contractor for work performed and for materials delivered, specified in 109.06. The Engineer will calculate each monthly payment based upon a pay estimate provided by the Contractor, which shall include the quantity of work performed for each item contained in the Proposal. The quantities provided in the estimate may be approximations and may not be based on as-built quantity measurements. If not otherwise described in the Contract, the Engineer will review the pay estimate and advise, in writing, if acceptable or if revisions or supporting data is required. Revisions to the pay estimate are the responsibility of the Contractor. Upon approval of the pay estimate, same will be processed for payment in accordance with the Contract Documents. The Owner will establish the date of the month that the estimate is to be processed for payment.

*THE SECOND SENTENCE OF THE FOURTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Before the issuance of each payment, the Contractor shall provide written certification that:

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*THE SECOND SENTENCE OF THE SIXTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

The certification will not be accepted unless accompanied with all required documents for payment.

*THE ELEVENTH PARAGRAPH OF THIS SUBSECTION IS DELETED:*

*REVISE THE TWELTH PARAGRAPH TO:*

From the total Estimate amount, the Department will deduct and retain 2 percent until Completion.

*THE THIRTEENTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Following project completion and posting of a satisfactory maintenance bond by the Contractor, funds held in retainage by the Owner will be paid to the Contractor upon receipt of a written request for same. Payment for retainage will be accomplished by payment under the next monthly payment.

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

*THIS SUBSECTION IS DELETED:*

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

*THIS SUBSECTION IS CHANGED TO:*

As-built quantities will be based upon material quantities utilized for completion of the project. As-built quantities will be measured as specified in 109.01 and as-built drawings, if required by the Contract Documents.

#### **109.09 AUDITS**

*THE FIRST SENTENCE IS REVISED TO:*

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

#### **109.10 CONTRACTOR'S COMPLIANCE WITH NJSA 34:11-56.25, ET SEQ.**

*IN THE FIRST SENTENCE, DELETE THE PHRASE:*

“...on a form provided by the Department...”

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

*THE SECOND SENTENCE OF THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

After Acceptance, the Contractor will prepare a final pay estimate, based upon as-built quantities, and present same to the Engineer for review and approval as specified in 109.05. When acceptable, same will be processed for payment in accordance with the Contract Documents.

*THE FIRST SENTENCE OF THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Within 7 days after approval of the proposed final certificate, the Contractor shall submit a release or conditional release to the Owner.

*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.

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## **DIVISION 150 – CONTRACT REQUIREMENTS**

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

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

*THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

The Contractor shall provide an acceptable performance bond and payment bond to the Owner within 15 days of the date of Award or Conditional Award.

#### **151.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Performance Bond and Payment Bond will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Performance Bond and Payment Bond for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

### **SECTION 152 – INSURANCE**

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

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Insurance of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Insurance of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

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

#### **153.03 PROCEDURE**

*THIS SUBSECTION IS CHANGED TO:*

Within fifteen days after the award of the Contract, the Contractor shall submit in writing a proposed construction schedule that clearly shows how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when each part of his work will be completed. The work under this Contract shall, in general, be scheduled such that all work will be coordinated with work by others on adjacent contracts, if any.

The Contractor shall accompany this schedule with a list of delivery dates for materials and equipment to be utilized for the project.

Within 14 days, the Engineer will review the proposed construction schedule and approve or reject the submission. If rejected, the Contractor will revise and resubmit the construction schedule, within 7 days, to the Engineer for review and approval. The Engineer will review the revised submission and approve or reject the resubmission within 7 days.

The construction schedule may be adjusted and revised as the work progresses. All revisions to the construction schedule must be approved by the Engineer.

The construction schedule will be utilized by the Contractor and Engineer to guide and monitor the course of work, respectively. Strict adherence to the construction schedule is required.

In the event all or part of the work of the Contract will be substantially delayed by the extremes of winter weather, the Contractor shall anticipate such delays and prepare the original construction schedule in a manner that will minimize the overall effect of such anticipated weather delays, and shall periodically update the construction schedule in accordance with actual weather delays experienced to that date and anticipated for any subsequent period.



### **153.03.03 Bar Chart Progress Schedule Update**

*REVISE THE THIRD PARAGRAPH TO:*

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

### **153.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Progress Schedules of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Progress Schedules of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

## **SECTION 154 – MOBILIZATION**

### **154.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Mobilization will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Mobilization for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

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

### **155.03.01 Field Office**

*THIS SUB-PART IS CHANGED TO:*

A field office for the Contractor will not be required for this project.

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

### **157.03.01 Construction Layout**

*THE THIRD PARAGRAPH OF THIS SUB-PART IS CHANGED TO:*

If a monument, marker, control point, bench mark or other reference point is disturbed or removed without approval of the Owner and/or Engineer, re-establishment of these items is the responsibility of the Contractor at no additional cost to the Owner. The expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization such established points, stakes and marks shall be the responsibility of the Contractor. Replacement of disturbed or destroyed Principal reference points shall be completed by a NJ Licensed Land Surveyor, acceptable to the Owner and Engineer, at the Contractor's expense.

*THE SECOND SENTENCE OF THE FOURTH PARAGRAPH OF THIS SUB-PART IS CHANGED TO:*

Perform layout under the direct supervision of a NJ Licensed Land Surveyor employed by, or retained by the Contractor as the work progresses as required. Locate layout stakes to cause minimal inconvenience to the prosecution of the work as possible.

*THE FOLLOWING IS ADDED TO THE NINTH PARAGRAPH OF THIS SUB-PART:*

Provide grade stakes and sheets for the layout and grading of all portions of the work, including, but not limited to; curbs, pavement surfaces, structures, manholes, inlets, valves, utility/light poles, and fences.

*THE FOLLOWING IS ADDED TO THIS SUB-PART:*

Provide layout from coordinates (station/offset or northing/easting) as provided on the construction plans.  
Provide and maintain all stakes and other such materials along with assistance, including qualified helpers, as may be required for setting line and checking grade marks.

Provide grade sheets to the Engineer at least two working days in advance of the time same will be needed for review. Inform Engineer of daily work schedules so that all necessary measurements may be made for record and payment with a minimum of inconvenience to the Engineer or of delay to the Contractor.

It is the intention not to delay the work for the giving of lines and grades, but, when necessary, working operations shall be suspended for such reasonable times as Contractors' surveyor may require for this purpose.

#### **157.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Construction Layout, Monument and Monument Box will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Construction Layout, Monument and Monument box for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

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

#### **158.03.02 SESC Measures**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Construct, and maintain all SESC measures in conformance with details provided on the plans and requirements of the local Soil Conservation District and the Standards for Soil Erosion and Sediment Control in New Jersey revised and adopted July 1999, and the latest revisions thereof. In the absence of these items or at the direction of the Engineer, Soil Erosion and Sediment Control measures shall conform to requirements of this Section.

*THE FOLLOWING SUBHEADINGS ARE ADDED TO THIS SUBPART:*

**21. Dust Control.** Employ construction methods and means that keep flying dust to a minimum. Sprinkle water within all affected work areas within the project limits along with adjacent roads, streets and other areas requiring dust control for construction operations. Alternate methods of dust control may be provided by the Contractor if approved by the Engineer. All dust control methods utilized shall adhere to requirements of the local Soil Erosion and Sediment Control District.

**22. Additional SESC Measures.** Provide additional SESC measures not included on the plans as required and directed by the Engineer to conform to requirements and inspections performed by the local Soil Conservation District.

*THE FOLLOWING SUBPART IS ADDED:*

#### **158.03.04 Maintenance of SESC Measures**

Maintain all SESC measures during the construction season, winter months and other times of the project until project completion. Inspect all SESC measures immediately after each rain event. Immediately provide any

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corrective work or replacement of SESC measures, as required, to return SESC measures to their proper function. Provide corrective work to SESC measures as directed by the Engineer.

#### **158.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Soil Erosion and Sediment Control measures of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Soil Erosion and Sediment Control measures of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for temporary seeding will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for maintenance of SESC measures depicted or detailed on the project plans will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

### **SECTION 159 – TRAFFIC CONTROL**

#### **159.01 DESCRIPTION**

*THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

This Section describes the requirements for implementing temporary and permanent controls to protect vehicular and pedestrian traffic.

#### **159.02 MATERIALS**

##### **159.02.01 Materials**

*THE FOLLOWING ARE ADDED TO THIS SUBPART*

|                          |           |
|--------------------------|-----------|
| Concrete.....            | 903.03    |
| Reinforcement Steel..... | 905.01    |
| Steel Alloy Pipe.....    | 909.02.07 |

##### **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**

*THE FIRST PARAGRAPH IS CHANGED TO:*

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide

the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

*THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH AFTER THE FIRST SENTENCE:*

Place traffic control devices where shown on the plans, required by the contract documents, required by construction operations or as directed by the Engineer or Owner's designee responsible for traffic control.

**1. Construction Signs**

*THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBHEADING:*

Unless otherwise shown on the plans, prior to any work which may affect vehicle or pedestrian traffic, place the following signs at an appropriate location for each work area for each direction of traffic:

- Construction Sign W20-1 (Ahead)
- Construction Sign G20-2A (End)

Construction Signs W99-2 are only required when shown on the plans or specifically required in the Special Provisions or by the Engineer.

**2. Construction Barrier Curb.**

*THE SECOND PARAGRAPH IS CHANGED TO:*

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

**3. Flashing Arrow Board.**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Provide flashing arrow boards at the locations indicated on the plans or as directed by the Engineer.

**4. Portable Variable Message Sign (PVMS).**

*THE FIRST SENTENCE OF THIS SUBHEADING IS CHANGED TO:*

Place the PVMS at the locations designated on the plans or as directed by the Engineer.

**159.03.08 Traffic Direction**

**B. Police.**

*THE FIRST PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:*

Police will be active duty employees of the local police force having jurisdiction for the project. Police will be provided as a vendor to the Contractor, as required and provided in the Contract. The use of police services by the Contractor does not relinquish or diminish the Contractor's responsibilities for work zone safety and traffic control.

*THE FIRST SENTENCE OF THE SECOND PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:*

The Police Chief and/or Engineer will determine the need for, and direct the use of, police services. Submit a request for police services to the Owner and police department having jurisdiction 72 hours before beginning construction operations that require police services.

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*ITEM TWO OF THE SECOND PARAGRAPH IS CHANGED TO:*

2. Rolling slow-down or temporary closure of any or all lanes.

*THE FOURTH PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:*

The Contractor must notify the Engineer and police of cancellations 24 hours in advance before the scheduled start of work.

*THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:*

**159.03.10 General**

Unless otherwise approved or shown on the plans, traffic flow shall be maintained on all roadways.

Provide adequate accommodations for the portion of the project that is opened to traffic. Provide and maintain in a safe condition, all temporary approaches or crossings and intersections, and access to trails, roadways, businesses, parking lots, residences, garages, and farms. Provide written notice to owners of adjoining properties at least three days before the beginning of any work that interferes with the owners' normal passage.

Obtain Engineer approval for restrictions of traffic lane widths or diversion of traffic at any time.

Obtain Engineer approval for placing equipment, materials, personnel, or employee vehicles within any traveled way, shoulder, median, or sidewalk area that is open to traffic.

Obtain Engineer approval for the storage location of equipment and materials for the project.

Obtain Engineer approval for temporary or permanent provisions for traffic control prior to closing or altering the use of an existing roadway.

Provide and maintain, as directed by the Engineer, temporary sidewalks or pathways for pedestrian use within the project limits. Remove temporary sidewalks and/or pathways when directed by the Engineer. Temporary sidewalks/pathways shall conform to accessibility requirements of the Americans with Disabilities Act.

Bring all excavated areas within the traveled way or adjacent thereto to grade prior to daily work stoppages.

Ensure access for emergency vehicles and school buses is provided at all times within the project limits.

Notify all emergency services and the local Board of Education prior to closing any portion of a public roadway or implementing a detour plan.

*THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:*

**159.03.11 Detours**

Obtain approval of the Owner and any local authorities having jurisdiction for all detours not depicted on the plans.

*THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:*

**159.03.12 Road Closure**

Obtain approval of the Owner and any local authorities having jurisdiction for all road closures.

Provide 14 days advance notice of all road closures with portable variable message signs. Obtain Engineer approval for any alternate means of advance notice of road closures.

**159.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:*

| <u>Item</u>                              | <u>Pay Unit</u> |
|------------------------------------------|-----------------|
| Traffic Directors, City Police Allowance | Allowance       |

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Maintenance and Protection of Traffic of the various types and kinds will be measured and paid under the  
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items listed in this subsection only to the extent that such items are scheduled in the Proposal. Maintenance and Protection of Traffic of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for Concrete Filled Steel Bollard to include all materials and labor required for construction as detailed on the project plans.

Traffic Directors, City Police, for traffic safety services will be measured by the man-hour. All Traffic Director fees, including City Administration costs, Police car fees, etc. will be considered a direct expense and the amount requested by the Contractor shall not exceed the amount paid to the City. Payment for this item will be made under the allowance provided in the contract documents. Excess "Traffic Directors, City Police Allowance" monies shall not be used by the Contractor for any other purpose. Only the amount paid to the City, as supported by the appropriate receipts, shall be reimbursed to the Contractor. Payment for overhead and profit for this item will not be made directly. These costs shall be included in the various items scheduled in the Proposal.

Payment for Drums and Traffic Cones will be made based upon the maximum quantity in service at one time as required by the Contract. Payment for 50 percent of the Contract bid price for Drums and Traffic Cones will be made upon approved placement with the remaining balance prorated over the duration of the Contract.

## **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

### **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

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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.

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

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 dollar 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.

## **SECTION 161 – FINAL CLEANUP**

### **161.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Final Cleanup will be measured and paid only to the extent that an item is scheduled in the Proposal. Final Cleanup for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

## **DIVISION 200 – EARTHWORK**

### **SECTION 201 – CLEARING SITE**

#### **201.01 DESCRIPTION**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

This section also describes the requirements for the removal and disposal of all existing site improvements and vegetation, which interfere with proposed improvements.

This section also describes the requirements for the removal, temporary storage and delivery of existing improvements to be salvaged for future use on the project or by the Owner.

#### **201.03.01 Clearing Site**

*THE FOLLOWING INTRODUCTORY PARAGRAPH IS ADDED:*

Dispose or salvage all removed items as specified in 201.03.01.H.

#### **201.03.01 Clearing Site**

##### **B. Clearing and Grubbing.**

*THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

Grub out tree stumps within the limits of the area cleared.

*THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS DELETED:  
THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Prune, trim, grind, or otherwise remove by means and methods and within limits satisfactory to the Engineer, trees, shrubs and any minor portions of landscape features which may interfere with the work.  
Grub all cleared areas of the project.

**C. Mailbox and Sign Relocation.**

*THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH OF THIS SUBHEADING:*

Provide temporary mailboxes as required for the progression of work to ensure mail delivery.

*THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH OF THIS SUBHEADING:*

Provide temporary signage for traffic safety as specified in Section 159.

**E. Removing Pipe, Inlets, and Manholes.**

*THE TITLE OF THIS SUBHEADING IS CHANGED TO:*

**E. Removing Pipe, Inlets, Manholes and Castings.**

*AND THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Unless designated for resetting on the Project or for salvage, dispose of inlet and manhole castings as specified in 201.03.01H.

**F. Removing Sidewalks, Driveways, Curbs and Gutters.**

*THE TITLE OF THIS SUBHEADING IS CHANGED TO:*

**F. Removing Sidewalks, Driveways, Curbs, Gutters, Concrete Pads and Asphalt Pavements.**

*AND THE FOLLOWING IS ADDED:*

Saw cutting and pavement removal shall be as specified in 202.03.08.

**H. Disposal of Materials**

*THE TITLE OF THIS SUBHEADING IS CHANGED TO:*

**H. Salvage and Disposal of Removed Materials and Debris**

*AND THE FOLLOWING IS ADDED:*

This project includes the salvaging of certain materials for future use. The following is a list of items, which will be salvaged:

- Improvements on private property, as selected by individual owners.
- Inlet and manhole castings as determined at the time of construction.

Stockpile/store either on-site or in the Contractors' equipment yard, all items to be salvaged for future use on the project.

Deliver all salvaged items, which will not be utilized with this project to the appropriate Department of Public Works.

Dispose of improvements on private property, which owners do not wish to salvage and/or reset/relocate.

Employ means and methods for removal that do not degrade the condition of items to be salvaged. Provide extreme care to preserve salvaged items in good working order.

Inventory and photograph all salvaged items at the time of removal. Until the time of delivery of salvaged items, the Contractor is responsible for all damage incurred to said items.

Excess and/or unsuitable excavated and topsoil material resulting from earthwork operations shall be



disposed of as specified in this subheading.

#### **201.03.01 Clearing Site**

*THE FOLLOWING SUBHEADINGS ARE ADDED TO THIS SUBPART:*

##### **I. Topsoil.**

Strip all existing topsoil to a depth of 8-inches within the limits of construction.  
Screen all stripped topsoil within the limits of construction as specified in 917.01.  
Stockpile all stripped and screened topsoil for future use on the project.

##### **J. Miscellaneous.**

Remove, relocate or reset, as appropriate, required, directed and/or designated on the plans, all signs, lawn decorations, minor yard structures, mailboxes, fences decorative shrubs/hedges or similar obstructions along the line of work. Prior to the removal of items, contact the owner of said hedge, shrub, fence or sign to determine if the owner desires to reclaim it. If the owner should desire to reclaim the item, reasonable care shall be exercised by the Contractor in the removal and relocation of said item outside the limits of work.

Locate all sprinkler heads, piping and valves within the project limits. Repair, reset or relocate all sprinkler heads, piping and valves disturbed as part of construction operations to proposed surrounding elevations as recommended by the sprinkler manufacturer. Utilize replacement materials for sprinkler systems, which are equal to or greater in kind.

Remove and/or reset all existing improvements, inclusive of vegetation, that interfere with proposed construction.

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

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Clearing Site of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Clearing Site of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for removal, loading, delivery and unloading of items to be salvaged for future use by the Owner will not be made. All costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for removal and storage of items to be salvaged for use on the project will not be made. All costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for haul/disposal costs of items removed/demolished will not be made. All costs related thereto will be included in the various items scheduled in the Proposal.

## **SECTION 202 – EXCAVATION**

#### **202.01 DESCRIPTION**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

This section also describes excavation and backfill required for test pits.

##### **202.03.01 Stripping**

*THE SECOND PARAGRAPH OF THIS SUBPART IS CHANGED TO:*

Perform stripping as specified in 201.03.01.B & I.

##### **202.03.03 Excavation, Unclassified**

*THE FIRST SENTENCE OF THE SIXTH PARAGRAPH OF THIS SUBPART IS CHANGED TO:*

Verify all elevations of excavated areas as specified in 202.03.03.D.

**202.03.03 Excavation, Unclassified**

**A. Excavating. 3. Rock Areas.**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Blasting operations are prohibited.

**202.03.03 Excavation, Unclassified**

**B. Temporarily Storing.**

*THE SECOND AND FOURTH SENTENCES OF THE FIRST PARAGRAPH ARE DELETED:*

*THE FIFTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

Contain stockpiles with silt fence placed continuously at the perimeter of the stockpiles.

*THE THIRD SENTENCE OF THE SECOND PARAGRAPH IS DELETED:*

*THE FIRST SENTENCE OF THE THIRD PARAGRAPH IS DELETED:*

*THE FIFTH PARAGRAPH IS CHANGED TO:*

If the stockpile remains exposed for more than 15 days, provide temporary stabilization as specified by the approved SESC plan. In the absence of an approved SESC plan, provide temporary stabilization as required by the Standards for Soil Erosion and Sediment Control in New Jersey.

**202.03.03 Excavation, Unclassified**

**C. Reuse or Disposal of Excess Material**

*THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBPART:*

Provide the Engineer the anticipated quantity and type of excess materials resulting from earthwork operations. Upon receipt of this information, the Engineer will, within 7 days, determine and notify the Contractor relative the manner in which excess materials will be handled.

**202.03.03 Excavation, Unclassified**

**C. Reuse or Disposal of Excess Material**

**1. Reuse.**

*THE FOURTH PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:*

The Contractor may reuse crushed concrete as part of the subgrade for paved areas. Use pieces with a maximum individual size and sieve analysis of the materials specified. Do not place crushed concrete less than 2-feet above the highest seasonal high ground water table. Compact material using the directed method as specified in 203.03.02.B

**2. Disposal.**

*THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

Dispose of excess APS as specified by the local Soil Conservation District or at approved landfills according to applicable Federal, State, and local laws, rules, and regulations.

*THE THIRD SENTENCE AND SUB ITEMS 1 AND 2 ARE CHANGED TO:*

Dispose of stripped topsoil and excavated materials, not designated as regulated materials or APS, in excess of the quantity required for the Project in the following manner:

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- Provide trucking, at no additional cost to the Owner, to a facility within a 10-mile radius of the project site for future use by the Owner, or
- Evenly spread and stabilized throughout disturbed areas of the site, or
- Disposed of by the Contractor at no additional cost to the Owner.

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Contractor shall dispose of all unsuitable excavated and topsoil material.  
Contractor shall dispose of all removed and excavated material, which the Owner does not wish to salvage.

**D. Measuring Elevation.**

*THIS SUBHEADING IS CHANGED TO:*

Provide grade stakes indicating the vertical cut or fill measurement referenced to the finish grade. Grade stakes shall be set under the supervision of a New Jersey licensed Professional Land Surveyor.

Check elevations within excavation limits using a string line drawn taut between grade stakes under the supervision of the Engineer or, if requested by the Engineer, provide additional survey information prepared by a New Jersey licensed Professional Land Surveyor of all grade stakes for approval by the Engineer.

**202.03.04 Presplitting**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Presplitting shall be prohibited.

**202.03.08 Removal of Pavement**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Removing Pavement shall include the full depth removal of asphalt pavements, concrete gutters, concrete surfaces, and other similar pavements within limits of the project along the line of work. The anticipated thickness of pavements to be removed is approximately 6-10 inches excluding aggregate base/sub-base courses. The Engineer will determine final locations and extent of pavement removal after the completion of milling operations.

Historical pavement surfaces and transportation means may exist below the existing asphalt surfaces along the line of work. These may include, asphalt overlays and other means of pavement/pavement repairs. Asphalt pavement to be removed along the line of work shall include the removal of all historical pavement surfaces and transportation means encountered along with sub-grade materials, as required. Removal of these items shall be to the satisfaction of the Engineer. All materials removed shall be disposed in accordance with 201.03.09 and 202.03.07. Backfill excavation in accordance with 202.03.07.A, 203.03.01, and 301.03.01.

Pavement surfaces to be removed will be classified as either asphalt or concrete.

*THE FOLLOWING SUBPART IS ADDED:*

**202.03.12 Excavating Roadway Material, Stormwater Management Basins, Swales and Pipes.**

Excavation, Roadway, includes excavation required to construct the various roadway courses to 2-feet outside the pavement limits.

Excavation, Pipe, includes excavation required to construct or install permanent pipes, culverts and end sections of the various types.

Perform excavation for this subpart as specified in 202.03.03, 202.03.04, 202.03.05 and 202.03.06.

## 202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

| <u>Item</u>                   | <u>Pay Unit</u> |
|-------------------------------|-----------------|
| Removal of Pavement, Asphalt  | Square-Yard     |
| Removal of Pavement, Concrete | Square-Yard     |

THE EIGHTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Temporary Seeding of the various types will be measured and paid as specified in 158.04 and 806.04 only to the extent that such an item is scheduled in the Proposal. Temporary Seeding of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Excavation of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Excavation of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for loading, hauling, delivery, unloading/stockpiling and disposal of excess topsoil and excavation will not be made. All costs related thereto will be included in the various items scheduled in the Proposal.

Payment for removal of buried cribbing, heavy timbers and similar material encountered in excavation, which cannot be performed by means of equipment and methods ordinarily used for trench excavation, without special work, and which is outside the limits excavation will be made in accordance with the appropriate Pay Items in the Proposal or, if there are no appropriate pay items, by Change Order as additional work.

Excluding regulated and APS, excavation required for site grading will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Removal of Pavement of the various kinds will be measured and paid under the appropriate Removal of Pavement item in accordance with the type of pavement removed only to the extent an item is included in the Proposal. Removal of Pavement for which no item is scheduled in the Proposal will not be measured; all costs related thereto will be included in the item Clearing Site as specified in 201.04 and scheduled in the Proposal.

Removal of Pavement of the various kinds, as specified in 202.03.08, will be measured and paid under the appropriate Removal of Pavement item in accordance with the type of pavement removed for roadway areas only. Payment for removal of pavement outside of the roadway area will be measured and paid under Items as specified in 606.04 and 607.04 as scheduled in the Proposal.

## SECTION 203 – EMBANKMENT

### 203.03.02 Soil Aggregate

#### A. Constructing Embankment

THE FIRST SENTENCE OF THE TWELFTH PARAGRAPH OF THIS SUBPART IS CHANGED TO:

Check the elevation of the subgrade as specified in 202.03.03.D.

## 203.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

| <u>Item</u>         | <u>Pay Unit</u> |
|---------------------|-----------------|
| ___, Soil Aggregate | Ton             |

*THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Payment for Soil Aggregate of the various types will not include quantities of Soil Aggregate of the various types constructed from material excavated or reused from the project.

*THE FOURTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Temporary Seeding of the various types will be measured and paid as specified in 158.04 and 806.04 only to the extent that such an item is scheduled in the Proposal. Temporary Seeding of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Soil Aggregate of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Soil Aggregate of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Net certified weight tickets will be utilized to verify the volume of materials paid by the cubic-yard.

## **DIVISION 300 – SUBBASE AND BASE COURSES**

### **SECTION 301 – SUBBASE**

#### **301.02.01 Materials**

*THIS MATERIALS TABLE CONTAINED IN THIS SUBSECTION IS CHANGED TO:*

*THE MATERIALS TABLE CONTAINED IN THIS SUBSECTION IS CHANGED TO:*

Coarse Aggregate.....901.03  
Dense Graded Aggregate (DGA).....901.10  
Soil Aggregate.....901.11  
Geotextile Fabric.....919.01 and table 301-01 as  
listed herein.

**Table 301-01 Properties of Geotextile Fabric**

| <b>Fabric Property</b>    | <b>Test Standard</b> | <b>Value</b>                                             |
|---------------------------|----------------------|----------------------------------------------------------|
| Grab Strength             | ASTM D4362           | 300 lbs x 300 lbs each way minimum @ 50 % max elongation |
| Trapezoidal Tear Strength | ASTM D4533           | 140 lbs x 140 lbs each way minimum                       |
| Puncture Strength         | ASTM D4833           | 200 lbs minimum                                          |
| Burst Strength            | ASTM D3786           | 170 psi minimum                                          |
| Seam Strength             | ASTM D4632           | 180 lbs minimum                                          |
| Ultraviolet Degradation   | ASTM D4355           | 70% minimum strength retention @ 150 hours               |
| Apparent Opening Size     | ASTM D4751           | 0.6 millimeter maximum                                   |
| Permeability              | ASTM D4491           | 0.001 minimum                                            |
| Mass per Unit Area        | ASTM D5261           | 12 ounces per square yard minimum                        |

### **301.03.01 Subbase**

#### **A. Preparing Subgrade.**

*THE SECOND SENTENCE OF THIS SUBHEADING IS CHANGED TO:*

Check elevations of the subgrade as specified in 202.03.03.D.

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Install geotextile fabric, where directed by the Engineer, to prevent the migration of materials.

#### **C. Compacting.**

*THE FIRST PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:*

Place the subbase in 12-inch maximum lifts and compact within a tolerance of +/-1/2-inch of the required elevation. Subbase within non-paved areas, outside of proposed structures may be placed in lifts of greater thickness if approved by the Engineer.

*THE PHRASE "THE RE WILL" IS DELETED FROM THE FIFTH PARAGRAPH OF THIS SUBHEADING:*

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Compact subbase materials placed within non-paved areas, outside of proposed structures as directed by the Engineer. Provide sufficient compaction to eliminate ruts, sinkholes and soft areas, which permits the penetration of surface runoff and plant materials.

### **301.04 MEASUREMENT AND PAYMENT**

*THIS SUBSECTION IS CHANGED TO:*

| <i>Item</i>                   | <i>Pay Unit</i> |
|-------------------------------|-----------------|
| ____, Soil Aggregate, Subbase | Ton             |

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Subbase of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Subbase of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for excavation required to construct subbase of the various types will be measured and paid as specified in 202.04.

Subbase required for site grading beyond the quantity of excavated materials will be measured and paid under the item \_\_\_\_, Soil Aggregate as specified in 203.04.

Subbase required for backfill due to unsuitable excavated materials will be measured and paid under the items specified in 203.04.

Net certified weight tickets will be utilized to verify the volume of materials paid by the cubic-yard.

## **SECTION 302 – AGGREGATE BASE COURSE**

### **302.03.01 Soil Aggregate Base Course and Aggregate Base Course**

#### **C. Aggregate Base Course Placement**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Correct damage to the aggregate base course caused by construction activities, and maintain the corrected aggregate base course until the subsequent course is placed. Do not allow traffic on the aggregate base course.

Remove all standing water and obtain approval of the Engineer before constructing subsequent courses.

#### **302.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:*

| <i>Item</i>                                     | <i>Pay Unit</i> |
|-------------------------------------------------|-----------------|
| Dense Graded Aggregate Base Course, ____" Thick | Square-Yard     |

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Separate payment for excavation required to construct aggregate base courses of the various kinds will be measured and paid as specified in 202.04.

Aggregate Base Courses of the various kinds to be paid by the cubic-yard, will be measured by the cubic-yard contained in the hauling vehicle. Net certified weight tickets will be utilized to verify the volume of materials paid by the cubic-yard.

Separate payment for spreading and compacting Aggregate Base Courses of the various kinds will not be made; all costs related thereto shall be included in the unit price bid for Aggregate Base Course as scheduled in the Proposal.

### **SECTION 304 – CONCRETE BASE COURSE**

#### **304.03.01 Concrete Base Course**

*ADD THE FOLLOWING SENTENCE TO THE END OF THE FIRST PARAGRAPH:*

If the concrete thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the test strip requirements.

### **SECTION 305 – RUBBLIZING CONCRETE PAVEMENT**

#### **305.03.01.F Rubblization**

*ADD THE FOLLOWING THIRD PARAGRAPH TO THE END OF THIS SECTION:*

If the rubblized concrete thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the test strip requirements.

## **DIVISION 400 – PAVEMENTS**

### **SECTION 401 – HOT MIX ASPHALT (HMA) COURSES**

#### **401.02.01 Materials**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Self-adhesive paving strip membrane geotextile shall be Petrotac 4591 as manufactured by Petrotac or approved equal.

#### **401.02.02 Equipment**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

The use of a MTV is preferred but is not required for this project.

#### **401.03.01 Milling**

##### **A. HMA Milling.**

*THE FOLLOWING IS ADDED TO THE SIXTH PARAGRAPH OF THIS SUBHEADING:*

Provide temporary orange paint markings at all transverse edges of the milled pavement for increased visibility.

*THE EIGHTH PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:*

Resurface milled areas within 10 days of milling operation.

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Resurface milled areas within 10 days of milling operation.

Provide temporary orange paint markings at all transverse edges of the milled pavement for increased visibility.

##### **B. Concrete Milling.**

*THE FOLLOWING IS ADDED TO THE FIFTH PARAGRAPH:*

Provide temporary orange paint markings at all transverse edges of the milled pavement for increased visibility.

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

All millings shall be disposed at a facility that is outside the limits of the Township of Monroe and is approved by the New Jersey Department of Environmental Protection to accept roadway millings.

##### **C. Micro-Milling and Profile Milling.**

*ADD THE FOLLOWING:*

Resurface milled areas within 10 days of milling operation.

Provide temporary orange paint markings at all transverse edges of the milled pavement for increased visibility.

#### **401.03.02 Sealing Cracks in HMA Surface Course**

*THE TITLE OF THIS SUBPART IS CHANGED TO:*

##### **401.03.02 Sealing Cracks in HMA**

*AND THE FOLLOWING IS ADDED:*

Locations for sealing of cracks in HMA base course will be determined by the Engineer after milling operations have been completed. Sealing of cracks in HMA base courses shall incorporate a self-adhesive paving strip membrane geotextile after application of joint sealers. The Engineer will determine limits of self-adhesive paving strip membrane geotextile.

#### **401.03.03 HMA Pavement Repair.**

*IN THE SECOND SENTENCE OF THE FOURTH PARAGRAPH DELETE THE PHRASE:*

“...to a depth of 8 inches...”



*AND SUBSTITUTE THE PHRASE:*

“...to the full depth of the HMA materials ...”

*IN THE FIFTH PARAGRAPH, FIRST SENTENCE, DELETE THE PHRASE:*

“...to a depth of 8 inches for HMA pavement...”

*AND SUBSTITUTE THE PHRASE:*

“...to the full depth of the HMA pavement...”

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Final locations for HMA pavement repair will be determined by the Engineer after milling operations have been completed. Contractor shall remove HMA pavement as specified in 202.03.08 for all locations determined in need of HMA pavement repair.

#### **401.03.07 HMA Courses**

*THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBPART:*

Prepare subbase and base courses as specified in Division 300. Verify subbase and base courses are acceptable to the Engineer far enough in advance of spreading HMA base mixtures to permit one day of paving operations.

Prior to paving, notify the Engineer, in writing, of areas which have poor subgrade as indicated by sub-surface exploration or non-destructive testing, and thus may not be compacted effectively to meet the Specifications. The Engineer will make final determination on the areas that may be excluded from sampling based on the request and notify the Contractor in writing.

Prior to the application of HMA, perform a “Proof-Roll” of the Subgrade and/or Base Courses. Perform “Proof-Roll” not more than 48 hours prior to paving operations in the presence of the Engineer. Utilize a loaded tandem/tri-axle dump-truck or approved equivalent for this test. Recompact or excavate and properly backfill and compact any areas found to have poor compaction to the satisfaction of the Engineer. Poor compaction is herein defined as subbase or base course “pumping” of 1-inch or greater under loaded conditions.

#### **C. Test Strip**

*REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:*

**Test Strip.** Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in 401.03.05 and 401.03.06, before placing HMA. Transport and deliver, spread and grade, and compact as specified in 401.03.07.D, 401.03.07.E, and 401.03.07.F, respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements. While constructing the test strip, record the following information and submit to the RE:

#### **D. Transportation and Delivery of HMA.**

*THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

The Engineer will reject HMA if the HMA trucks fail to meet the requirements specified in 1009.02.

**G. Opening To Traffic.**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Opening of paved areas to traffic shall not relieve responsibility of the Contractor for the work of the Contract.

**H. Air Void Requirements**

*FOR LOCAL AID PROJECTS, THIS SUBSECTION IS REPLACED BY THE FOLLOWING.*

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the District Local Aid Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the Local Aid Website must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE form DS8S-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.

- 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.
- If  $X_N$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

- If  $X_1$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

- 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  $PD \leq 30$  for mainline or ramp lots, or  $PD \leq 50$  for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot  $PD \geq 75$  (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

#### **I. Thickness Requirements**

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

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](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will 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

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- 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,..., XN).**  
Calculate using the formula as specified in 401.03.03.I.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.

#### **J. Ride Quality Requirements.**

*THIS SUBHEADING IS DELETED:*

#### **401.03.08 Core Samples**

*REPLACE THIS SUBSECTION WITH THE FOLLOWING:*

The Owner will obtain core samples and testing from an independent certified laboratory for the determination of air voids acceptance, material thickness, and composition. The Contractor shall coordinate construction efforts with the office of the City Engineer to permit the completion of core samples.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

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 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 401.03.07.1, 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 provide a tamper proof core sample box for the RE's inspection and approval. 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 Contractor is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

#### **401.04 Measurement and Payment**

*THE FIRST TWO PAY ITEMS ARE CHANGED TO:*

| <i>Item</i>         | <i>Pay Unit</i> |
|---------------------|-----------------|
| Milling, ___" Depth | Square-Yard     |

*THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:*

| <i>Item</i>                                     | <i>Pay Unit</i> |
|-------------------------------------------------|-----------------|
| Hot Mix Asphalt ___ ___, ___ Course, ___" Thick | Ton             |
| Hot Mix Asphalt ___ ___, Leveling Course        | Ton             |
| Sealing of Cracks in Hot Mix Asphalt            | Linear-Foot     |

*THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:*

Milling required for keyways at the limits of paving will not be measured or paid; all costs related thereto  
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will be included in the various items included in the Proposal.

*THE THIRD PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Hot Mix Asphalt Pavement Repair will be measured and paid under the items Hot Mix Asphalt \_\_\_\_  
\_\_\_\_, \_\_\_\_ Course as scheduled in the Proposal.

*THE FOURTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Tack Coat and Prime Coat of the various kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Tack Coat and Prime Coat of the various kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

*THE SIXTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Polymerized Joint Adhesive will be measured and paid only to the extent that an item is scheduled in the Proposal. Polymerized Joint Adhesive for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

*THE FOLLOWING IS ADDED TO THE SEVENTH PARAGRAPH OF THIS SUBSECTION:*

Core Samples, Hot Mix Asphalt will be measured and paid only to the extent that an item is scheduled in the Proposal. Core Samples, Hot Mix Asphalt for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

*Pay ADJUSTMENT CALCULATIONS INDICATED IN PARAGRAPH 8 ARE CHANGED TO THE FOLLOWING:*

The Department will make a payment adjustment for HMA air void quality per lot by the following formula:

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

Where:

BP = Bid Price of HMA  
Q = Quantity of HMA in lot receiving payment adjustment  
Reduction Per Lot Air void Reduction (%) per lot as specified in 401.03.07.H.

The Department will make a payment adjustment for HMA thickness quality per lot by the following formula:

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

Where:

BP = Bid Price of HMA  
Q = Quantity of HMA in lot receiving payment adjustment  
Percent Reduction Thickness Percent Reduction (%) per lot as specified in 401.03.07.I.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Hot Mix Asphalt measured by the square-yard will be based upon final pavement area installed. Certified weight tickets will be utilized to verify the specified thickness has been achieved. Additional payment for thickness beyond the specified thickness will not be made. A payment reduction may be applied for insufficient material thickness

Hot Mix Asphalt measured by the ton will be based upon certified weight tickets. Certified weight tickets will be utilized to verify the specified thickness has been achieved. Payment for thickness beyond the specified thickness will not be made.

Sealing of Cracks in Hot Mix Asphalt Surface Course will be measured and paid only to the extent an item is scheduled in the Proposal. Sealing of Cracks in Hot Mix Asphalt Surface Course for which no item is scheduled

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in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Sawing and Sealing Joints in Hot Mix Asphalt Surface Course will be measured and paid only to the extent an item is scheduled in the Proposal. Sawing and Sealing Joints in Hot Mix Asphalt Surface Course for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for excavation required to construct Hot Mix Asphalt of the various kinds will be measured and paid as specified in 202.04.

Payment for removal of pavement by milling in accordance 401.03.01.D will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment under the item Sealing of Cracks in Hot Mix Asphalt shall include the furnishing and placement of an approved geotextile membrane over the filled/sealed crack as directed by the Engineer.

## **SECTION 403 – ULTRA-THIN FRICTION COURSE**

### **403.03.01 Ultra-Thin Friction Course**

*REPLACE THE FIRST PARAGRAPH OF SECTION 401.03.01.F WITH THE FOLLOWING:*

**Test Strip.** Construct a test strip for the first 700 to 1,200 square yards placed of ultra-thin friction course. If the ultra-thin friction course paving lot area is less than 700 square yards, the Regional District Local Aid Office may waive the coring requirement. Operate spray paver without mix to determine tack coat application rate for the project. Ensure that the polymer modified tack coat has been placed as specified in 401.03.05. Transport and deliver, spread and grade, and compact as specified in 403.03.01.D, 403.03.01.E, and 403.03.01.F, respectively, and according to the approved paving plan. While constructing the test strip, record the following information and submit to the RE:

## **SECTION 405 – CONCRETE SURFACE COURSE**

### **405.03.02 Concrete Surface Course**

#### **I. Thickness Requirements.**

*ADD THE FOLLOWING AS THE LAST SENTENCE OF THE FIRST PARAGRAPH OF SECTION 405.03.02.I:*

If the total thickness course paving lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the coring requirement.

## **DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

## **SECTION 602 – DRAINAGE STRUCTURES**

### **602.02.01 Materials**

*THE FOURTH MATERIAL IS CHANGED TO:*

Mortar and Grout.....903.08

*THE FOLLOWING MATERIALS ARE ADDED TO THIS SUBPART:*

Bolts and Bolting Material.....908  
Orifice/Weir Plates.....909.03  
Trash Rack.....909.03

### **602.03.02 Inlet and Manhole**

*THE SIXTH PARAGRAPH IS CHANGED TO:*

Set the manhole cover, inlet grate or top grate on the casting. If the manhole cover, inlet grate or top grate  
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is loose or wobbles, grind to obtain a tight fit.

**602.03.03 Set Casting, Reset Casting, and Reconstruct Inlet and Manhole**

*THE FIRST SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Remove castings, damaged wall portions, ladder rungs, damaged mortar, and damaged block/brick as directed by the Engineer.

*THE FOURTH PARAGRAPH IS CHANGED TO:*

Replace all loose/missing/damaged brick/block and parge all interior walls. Set the manhole cover, bicycle safe grate or top grate on the casting. If the manhole cover, bicycle safe grate or top grate is loose or wobbles, grind to obtain a tight fit. Do not open to traffic until 3 days after the grout was set.

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Provide temporary pavement around the reset castings in accordance with the project plans and as directed by the Engineer. Remove temporary pavement installed prior to final paving.

Provide temporary pavement around the reset castings in accordance with the project plans and as directed by the Engineer. Remove temporary pavement installed prior to final paving.

When modifying an inlet or manhole to accommodate a new or modified penetration, coredrill the structure to accommodate the proposed penetration. Install and seal penetration as specified in 601.03.01.D.

**602.04 MEASUREMENT AND PAYMENT**

*THE SECOND AND EIGHTH PAY ITEMS ARE CHANGED TO:*

| <i>Item</i>                                  | <i>Pay Unit</i> |
|----------------------------------------------|-----------------|
| Reset Casting, Inlet, Using Existing Casting | Unit            |

*THE FOLLOWING PAY ITEM IS ADDED:*

| <i>Item</i>                               | <i>Pay Unit</i> |
|-------------------------------------------|-----------------|
| Reset Casting, Manhole, Using New Casting | Unit            |

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Separate payment for furnishing and setting individual castings, extension frames, extension rings, grates, covers and curb pieces of the various kinds and types will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Items specified in Subsection 602.04 will be measured and paid to the extent that such an item is included in the Proposal. Items specified in Subsection 602.04 for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for removal of existing castings and drainage structures will not be made; all costs related thereto shall be included in the various items scheduled in the Proposal.

Payment under the item Reset Casting, Manhole, Using Existing Casting shall include storm and sanitary sewer manholes within the project limits.

Payment under the item Inlet of the various kinds shall include the furnishing and setting of an appropriate casting as specified and detailed on the plans.

## **SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS**

### **606.03 CONSTRUCTION**

*THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBSECTION*

Construct concrete sidewalks, driveways, and islands in accordance with the project plans and details, as directed by the Engineer and required for prevailing conditions and conformance with current ADA requirements.

#### **606.03.01 HMA Sidewalks, Driveways and Islands**

*THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:*

Grind and remove all tree roots that lie within 6-inches horizontally or vertically from any sidewalk or driveway as required and directed by the Engineer as specified in 802.03.03. If root grinding/removal will, in the opinion of a tree care professional, adversely affect health of the tree, remove the tree as specified in 802.03.02.

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Construct HMA courses as detailed on the plans.

#### **606.03.02 Concrete Sidewalks, Driveways and Islands**

##### **A. Underlayer Preparation.**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Grind and remove all tree roots that lie within 6-inches horizontally or vertically from any sidewalk or driveway as required and directed by the Engineer as specified in 802.03.03. If root grinding/removal will, in the opinion of a tree care professional, adversely affect health of the tree, remove the tree as specified in 802.03.02.

#### **606.03.03 Detectable Warning Surfaces**

*THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS DELETED.*

*THE FOLLOWING SUBPART IS ADDED:*

#### **606.03.04 Accessible Curb Ramps**

All accessible curb ramps shall be constructed in accordance with details provided on the plans. Prior to construction, the Contractor shall obtain approved working drawings as specified in 105.05 for each ramp, landing, and approach sidewalk transition. Upon approval of each working drawing, construction may proceed.

Upon completion of each ramp, the Contractor shall provide an as-built of each ramp, landing, and approach sidewalk transition along with a certification, from a licensed NJ Professional Engineer, that each ramp is in conformance with requirements of the Public Right of Way Accessibility Guidelines (PROWAG).

Upon acceptance of the as-built and certification, payment for items associated with the ramp may proceed.

### **606.04 Measurement And Payment**

*REVISE THE SECOND PARAGRAPH TO:*

When the RE directs undercutting of unstable material in the excavation area, payment for the additional excavation will be made as specified in Section 202.04. Payment for additional sub-base or bedding, if there is not an excess of excavation available, will be made only to the extent that a separate pay item is included in the Proposal.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Separate payment for base courses required for Sidewalks, Driveways and Islands of the various kinds

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will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for surface coloring and/or texturing will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Hot mix asphalt of the various courses for Sidewalks, Driveways and Islands will be measured and paid as specified in 606.04 as scheduled in the Proposal.

Separate payment for excavation required to construct Sidewalks, Driveways and Islands of the various kinds will be measured and paid as specified in 202.04.

Separate payment for Root Grinding and Tree Removal will be measured and paid as specified in 802.04.

Separate payment for Removal of Sidewalks, Driveways and Islands will not be made; all costs related thereto shall be included in the appropriate pay items for sidewalks, driveways and islands as scheduled in the Proposal.

Payment for the items Concrete Sidewalk, Concrete Driveway, Hot Mix Asphalt Driveway, and Concrete Paver Sidewalks of the various types shall include removal and disposal of any existing sidewalk or driveway, as required for construction of proposed improvements.

Payment for accessible ramps will be made under the item Concrete Sidewalk, \_\_\_" Thick as scheduled in the Proposal.

Separate payment for working drawings, as-built plans, and certification for each accessible ramp will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

## **SECTION 607– CURBS**

### **607.01 DESCRIPTION**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

This Section also describes the requirements for constructing concrete curb and gutter.

### **607.03 CONSTRUCTION**

*THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBSECTION:*

Construct curbs of the various types in accordance with the project plans and details, as directed by the Engineer, and required for prevailing conditions and conformance with current ADA requirements.

Flush curb at accessible curb ramps shall be constructed with concrete curb as detailed on the plans.

#### **607.03.02 Concrete Vertical Curb and Concrete Sloping Curb**

*THE TITLE OF THIS SUBPART IS CHANGED TO:*

#### **607.03.02 Concrete Vertical Curb, Concrete Sloping Curb, and Concrete Curb and Gutter**

#### **607.03.02 Concrete Vertical Curb, Concrete Sloping Curb, and Concrete Curb and Gutter**

##### **A. Underlayer Preparation.**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Grind and remove all tree roots that lie within 6-inches horizontally or vertically from any curb as required and directed by the Engineer as specified in 802.03.03. If root grinding/removal will, in the opinion of a tree care professional, adversely affect health of the tree, remove the tree as specified in 802.03.02.

##### **B. Constructing Forms.**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Construct forms to provide full depth of curb profile for depressed and flush mount curbs.

**C. Installing Joints.**

*THIS SUBHEADING IS CHANGED TO:*

Place ½-inch preformed joint filler at a maximum spacing of 20-feet, points of curvature and tangency of intersections, and curb tapers as detailed on the plans.

**D. Placing Concretes.**

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Place reinforcement steel as detailed on the project plans; ensure reinforcement steel remains in position until concrete is set.

Provide concrete for full profile depth as detailed on the project plans for depressed and flush mount curbs.

**607.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:*

| <i>Item</i>   | <i>Pay Unit</i> |
|---------------|-----------------|
| Concrete Curb | Linear-Foot     |

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Separate payment for excavation required to construct curb of the various kinds will be measured and paid as specified in 202.04.

Separate payment for Root Grinding and Tree Removal will be measured and paid as specified in 802.04.

Separate payment for removal of existing curb of the various kinds will not be made; all costs related thereto shall be included in the curb item of the various types as scheduled in the proposal.

**SECTION 608 NON-VEGETATIVE SURFACES**

**608.04 Measurement And Payment**

*REVISE THE SECOND PARAGRAPH TO:*

When the RE directs undercutting of unstable material in the excavation area, payment for the additional excavation will be made as specified in Section 202.04. Payment for additional sub-base or bedding, if there is not an excess of excavation available, will be made only to the extent that a separate pay item is included in the Proposal.

**SECTION 609-- BEAM GUIDE RAIL**

**609.03.01 Beam Guide Rail**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Locate and repair, at no additional cost to the Owner, all damage to existing utilities resulting from guide rail installation.

Set rail elements plumb with the posts and securely fasten at each post with fasteners of adequate length and type as indicated on the project plans.

**609.03.02 Rub Rail**

*THIS SUBPART IS CHANGED TO:*

When rub rail is required for steel beam guide rail, bolt rub rail consisting of a steel channel or a bent plate to the guide rail posts.

### **609.03.03 Terminals and Anchorages**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Provide terminals and anchorages for beam guide rail in accordance with details on the project plans and approved working drawings as specified in 105.05.

Remove and replace existing beam guide rail terminals, anchorages, and elements related thereto as delineated in the field, directed by the Engineer, and required to repair damaged portions of existing beam guide rail end terminals and anchorages. Each guide rail end terminal and anchorage shall include a sequential kinking terminal (SKT) or approved equal.

### **609.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Beam guide rail of the various types and kinds will be measured and paid to the extent that an item is included in the Proposal. Beam guide rail of the various types and kinds for which no item is schedule in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

## **SECTION 610– TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS**

### **610.01 DESCRIPTION**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

This section also describes the requirements for applying parking lot striping to delineate parking stalls, stop bars, accessible parking stalls, and markings related thereto.

### **610.03 DESCRIPTION**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Construct traffic stripes and traffic markings of the various types in accordance with the project plans, details, as required for prevailing conditions and conformance with the MUTCD, and as directed by the Engineer .

### **610.03.08 Removal of Traffic Stripes and Markings**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Removal of traffic stripes and markings by painting over existing stripes and markings is not an acceptable method of removal.

### **610.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:*

| <i>Item</i>                                                | <i>Pay Unit</i> |
|------------------------------------------------------------|-----------------|
| Traffic Stripes, Thermoplastic, ( <i>color</i> ), __" Wide | Linear Foot     |
| Traffic Marking, Thermoplastic, ( <i>color</i> )           | Unit            |

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Traffic markings of the various types and materials for words, arrows or other pavement symbol will be measured and paid by the unit. Traffic markings containing multiple letters or words will be counted as a single unit for the message inferred.

Removal of traffic stripes will be measured by the linear foot of actual stripe removed. Gaps will not be counted.

Removal of traffic markings will be measured by the square-foot of actual marking removed.

Traffic stripes, traffic markings and rumble strips will be measured and paid in accordance with the pay items

and units specified in 610.04 to the extent that such items are scheduled in the Proposal. Traffic stripes, traffic markings and rumble strips specified in 610.04 for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

## SECTION 612– SIGNS

### 612.02 MATERIALS

*THE FOLLOWING IS ADDED TO THE MATERIALS LIST OF THIS SUBSECTION:*

|                                     |                |
|-------------------------------------|----------------|
| Timber.....                         | 915.01, 915.04 |
| Timber Treatment.....               | 915.05         |
| Timber Connectors and Hardware..... | 915.06         |

*THE FOLLOWING SUBPART IS ADDED:*

#### 612.03.04 Site Identification, Street Identification and Project Signs

Provide working drawings for site identification, street identification and project signs as specified in 105.05.

Locate and install site identification, street identification and project signs as detailed on the project plans, approved working drawings, as specified in 612.03.02, and directed by the Engineer.

*THE FOLLOWING SUBPART IS ADDED:*

#### 612.03.05 Reset/Relocating Signs

Remove and reset or relocate existing signs, which conflict with proposed conditions as indicated on the plans and/or directed by the Engineer. Install reset and relocated signs in accordance with details provided on the plans for sign type and to the lines and grades required for proposed conditions.

### 612.04 MEASUREMENT AND PAYMENT

*THE FIRST PAY ITEM IS DELETED:*

*THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:*

| <i>Item</i>                 | <i>Pay Unit</i> |
|-----------------------------|-----------------|
| Reset/Relocate Traffic Sign | Unit            |
| Project Identification Sign | Unit            |

*THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Payment for sign support structures will be as specified in 512.04 to the extent that an item is included in the Proposal. Sign support structures specified in 512.04 for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Payment under the item Reset/Relocate Traffic Sign shall include all costs for the removal and relocating/resetting of the existing sign and support structure, inclusive of any replacement hardware, and support structure as required.

THE FOLLOWING SECTION IS ADDED:

## SECTION 613 – MISCELLANEOUS CONCRETE

### 613.01 DESCRIPTION

This Section describes the requirements for constructing miscellaneous concrete items such as steps, pipe plugs, saddles, and encasements.

### 613.02 MATERIALS

Provide materials as specified:

|                             |        |
|-----------------------------|--------|
| Concrete.....               | 903.03 |
| Curing Materials.....       | 903.10 |
| Preformed Joint Filler..... | 914.01 |
| Reinforcement Steel.....    | 905.01 |

### 613.03 CONSTRUCTION

#### 613.03.01 Excavating

Before excavating, saw-cut the full depth of any existing pavement and sidewalk. Perform all excavation as specified in 202. Ensure that excavations are kept free of standing water during the installation. Do not excavate in embankments until the embankment has been constructed to an elevation of at least 3-feet above the top of the concrete to be placed.

Maintain excavations according to 29 CFR 1926. Provide and maintain crossings where necessary. Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic. The Contractor may use temporary protection instead of backfilling trenches in the traveled way and shoulder. Do not leave trenches open overnight unless provided with steel plating and protective fence.

#### 613.03.02 Backfilling

Symmetrically backfill with suitable excavated material that is free from rock larger than 2-inches in diameter in lifts not exceeding 6-inches thick, loose measurement. Compact with a flat faced mechanical tamper using the directed method as specified in 203.03.02.C.

#### 613.03.03 Mixing, Placing, Finishing, and Curing

Mix, place, finish and cure concrete, including placement of reinforcement steel, as specified in 405.

#### 613.03.04 Pipe Plugs

Provide pipe plugs with a thickness that is equal to the inside diameter of the pipe or 2-feet, whichever is less.

#### 613.03.05 Concrete Collar (CMP Pipe Repair)

Provide concrete collar for use as a method of CMP pipe repair as directed and approved by the Engineer.

#### 613.03.06 Inlet/Manhole Repairs

Provide concrete for use with inlet/manhole repairs as directed and approved by the Engineer.

### 613.04 MEASUREMENT AND PAYMENT

The Owner will measure and make payment for items as follows:

| <i>Item</i>            | <i>Pay Unit</i> |
|------------------------|-----------------|
| Miscellaneous Concrete | Cubic Yard      |

Miscellaneous concrete will be measured and paid under the items listed in this Subsection only to the extent that an item is included in the Proposal. Miscellaneous concrete for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.



## **DIVISION 650 – UTILITIES**

### **SECTION 651 – WATER**

#### **651.02 MATERIALS**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

In the event of conflict, material requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the water system will prevail.

#### **651.03 CONSTRUCTION**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

In the event of conflict, construction means and requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the water system will prevail.

The Contractor shall verify location of existing water service connections, which may be affected by proposed construction. All active water service connections, which currently service a structure, shall remain in service for the duration of the project.

##### **651.03.01 Ductile Iron Water Pipe**

###### **C. Excavating**

*THE THIRD SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic.

*THE SIXTH SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Do not leave trenches open overnight unless provided with steel and protective fence.

##### **651.03.07 Reset Water Valve Box**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Provide temporary pavement around the reset valve box in accordance with the project plans and as directed by the Engineer. Remove temporary pavement installed prior to final paving.

#### **651.04 MEASUREMENT AND PAYMENT**

*THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

\_\_\_\_\_, \_\_\_\_\_ Water Pipe, Class \_\_\_\_\_ will be measured and paid by the linear foot including the lengths of tees, sleeves, and valves measured parallel to the water pipe outside the limit of a structure.

*THE THIRD PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

\_\_\_\_\_, \_\_\_\_\_ Water Pipe, Bridge, Class \_\_\_\_\_ will be measured and paid by the linear foot measured parallel to the water pipe within the limit of a structure.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Pavement and surface restoration will be measured and paid as specified in 302.04, 401.04, 405.04, 804.04, 805.04, 806.04, and 808.04 to the extent that items are scheduled in the Proposal. Pavement and surface restoration for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Excavation required for the installation of water pipe and appurtenances thereto will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Pipe bedding will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for pressure testing, disinfection and water as-built plans will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for joint restraint, pipe fittings, sleeves and valves will not be made.

Payment for resetting or relocating residential meter pits and curb stops will be made under the items reset water valve box and relocate water valve box as scheduled in the Proposal. Resetting or relocating residential meter pits and curb stops for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for removal of existing potable water pipe and appurtenances will not be made; all costs related thereto shall be included in the various items schedule din the Proposal.

## **SECTION 652 – SANITARY SEWERS**

### **652.02 MATERIALS**

*THE LAST MATERIAL IS AMENDED TO THE FOLLOWING:*

Asphalt Waterproofing.....912.02.03

*THE FOLLOWING ARE ADDED TO THE MATERIALS LIST OF THIS SUBSECTION:*

Grout.....903.08.02

Epoxy Waterproofing.....912.02.02

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

In the event of conflict, material requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the sanitary sewer will prevail.

### **652.03 CONSTRUCTION**

*THE FOLLOWING INTRODUCTORY PARAGRAPH IS ADDED TO THIS SUBSECTION:*

In the event of conflict, construction means and requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the sanitary sewer will prevail.

#### **652.03.01 Sewer Pipe**

##### **C. Excavation**

*THE THIRD SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic.  
*THE SIXTH SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Do not leave trenches open overnight unless provided with steel plating and protective fence. Steel plating and protective fence shall be approved by the Engineer.

*THE FOLLOWING IS ADDED TO THIS SUBHEADING:*

Provide dewatering for excavations as specified in 202.03.03.A.1 to maintain stability of the excavated area and allow construction activities.

#### **652.03.04 Sanitary Sewer Service Connections**

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

The Contractor shall verify location of existing sanitary sewer service connections, which may be affected by proposed construction. All active sanitary sewer service connections, which currently service a structure, shall remain in service for the duration of the project.

*THE FOURTH SENTENCE OF THE SECOND PARAGRAPH IS DELETED:*

#### **652.03.06 Reconstruct Manhole, Sanitary Sewer**

*THE FOLLOWING IS ADDED TO THE END OF THE FIRST SENTENCE OF THE FIRST PARAGRAPH:*

“...and 602.03.03.”

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Reconstruct sanitary sewer manholes to provide water-tight joints for all pipe penetrations, manhole riser section joints, and castings.

Reconstruct channel and benching to provide a smooth and uniform finish that minimizes resistance to flow. Ensure that the shape of the channel conforms uniformly with the inlet and outlet pipe.

*THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:*

#### **652.03.10 Reset Clean-Out**

Adjust the height of the existing clean-out box by adding to the vertical connection so that it is set flush with the proposed grade without disturbing the existing sanitary sewer service.

#### **652.04 MEASUREMENT AND PAYMENT**

*THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

\_\_\_\_”, \_\_\_\_\_ Sanitary Sewer Pipe will be measured and paid by the linear foot including the lengths of tees, wyes sleeves, valves, bends, etc. measured parallel to the sanitary sewer pipe outside the limit of a structure.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Pavement and surface restoration will be measured and paid as specified in 302.04, 401.04, 405.04, 804.04 and 806.04 to the extent that items are scheduled in the Proposal. Pavement and surface restoration for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Excavation required for the installation of sanitary sewers and appurtenances thereto will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Pipe bedding will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for pressure testing, video inspection and sanitary sewer as-built plans will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for joint restraint, pipe fittings, sleeves and valves will not be made.

Separate payment for removal of existing sanitary sewer pipe, manholes, and appurtenances will be made as specified in 201.04 as scheduled in the Proposal. Existing items to be removed for which no item(s) are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

## **SECTION 653 – GAS**

### **653.02 MATERIALS**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

In the event of conflict, material requirements of the Utility having jurisdiction of the gas main will prevail.

### **653.03 CONSTRUCTION**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

In the event of conflict, construction means and requirements of the Utility having jurisdiction of the gas main will prevail.

The Contractor shall verify location of existing gas supply and service connections, which may be affected by proposed construction. All active gas supply and service connections, which currently service a structure, shall remain in service for the duration of the project.

### **653.04 MEASUREMENT AND PAYMENT**

*THE THIRD PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:*

Pavement and surface restoration will be measured and paid as specified in 302.04, 401.04, 405.04, 804.04 and 806.04 to the extent that items are scheduled in the Proposal. Pavement and surface restoration for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Excavation required for the installation of gas main and appurtenances thereto will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for removal of existing gas mains and appurtenances will not be made; all costs related thereto will be included in lump sum price bid for the item Clearing Site as specified in 201.04.

## **DIVISION 800 - LANDSCAPING**

### **SECTION 801 – SELECTIVE VEGETATION REMOVAL**

#### **801.03.02 Selective Clearing**

##### **B. Selective Clearing.**

*THE FOLLOWING SENTENCE IS ADDED TO THE FIRST PARAGRAPH OF THIS SUBHEADING:*

Grub cleared areas to at least 18-inches below the proposed ground surface.

#### **801.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Selective Clearing and Thinning will be measured and paid under the items listed in this Subsection to the extent that items are scheduled in the Proposal. Selective Clearing and Thinning for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for Borrow Topsoil required to backfill stump holes kinds will be measured and paid as specified in 804.04.

## SECTION 802 – TRIMMING AND REMOVING TREES

### 802.03.01 Trimming Existing Trees

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Obtain Engineer approval for all work.

### 802.03.02 Tree Removal

*THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Remove trees and grub stumps to at least 18-inches below the proposed ground surface.

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Backfill area of grubbed stumps with approved materials.

*THE FOLLOWING SUBPART IS ADDED:*

### 802.03.03 Grinding and Removing Tree Roots

Ensure that extent of root grinding and removal has been determined and is supervised by a skilled tree care professional. At least 7 days before beginning the work, determine extent of root grinding and removal and obtain Engineer approval. Submit the name and qualifications of the skilled tree care professional to the Engineer for approval.

Grind and remove tree roots utilizing mechanical means as required and directed by the Engineer and tree care professional. Remove only roots required for proposed construction. Ensure proper precautions not to damage existing subsurface utilities and structures. Repair all damage to subsurface utilities and structures at no additional cost to the Owner.

Repair damage to remaining root systems as directed by the Engineer and skilled tree care professional. Repair damaged turf areas as specified in 806.03.01.

Dispose of debris resulting from root grinding and removal as specified in 201.03.09. Backfill area of root grinding/removal with approved materials.

### 802.04 MEASUREMENT AND PAYMENT

*THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:*

| <i>Item</i>                    | <i>Pay Unit</i> |
|--------------------------------|-----------------|
| Tree Maintenance, Root Pruning | Unit            |

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Trimming and removal of trees will be measured and paid under the items listed in this Subsection to the extent that items are scheduled in the Proposal. Trimming and removal of trees for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for backfill required to fill stump holes will not be made; all costs related thereto shall be included in the items scheduled for Tree Removal of the various sizes.

One unit of the pay item Tree Maintenance, Root Pruning will include grinding and removal of all affected roots for one tree.

One unit of the pay item Trimming Existing Tree will include all trimming required for one tree.

Separate payment for backfill required as a result of Tree Maintenance, Root Pruning will be made as specified in 301.04.

## SECTION 803 – PREPARATION OF EXISTING SOIL

### 803.02 MATERIALS

*THE FOLLOWING IS ADDED TO THE MATERIALS LIST PROVIDED IN THE FIRST PARAGRAPH:*

Topsoil.....917.01

### 803.04 MEASUREMENT AND PAYMENT

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Preparation Of Existing Soil will be measured and paid under the items listed in this Subsection to the extent that an item is scheduled in the Proposal. Preparation Of Existing Soil for which an item is not scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

## SECTION 804 – TOPSOIL SPREADING

### 804.03.01 Topsoil Spreading

*THE FIRST PARAGRAPH IS CHANGED TO:*

Store topsoil and borrow topsoil in separate stockpiles s specified in 202.03.03.B.

*THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:*

Remove from the scarified area all stones ½-inch or larger in any dimension and other debris such as wires, cables, tree roots, pieces of concrete, clods and lumps.

*THE FOLLOWING IS ADDED TO THIS SUBPART:*

Handle excess topsoil not required for the project in the following manner, as directed by the Engineer:

- Stockpile in neatly graded storage piles within the project limits for future use by the Owner, or;
- Evenly spread and stabilized throughout disturbed areas of the site, or;
- Disposed of by the Contractor at no additional cost to the Owner, or;
- Trucked, at no additional cost to the Owner, to a facility within a 10-mile radius of the project site for future use by the Owner.

Upon completion of topsoiling operations, the Engineer will notify the Contractor, in writing, within 7 days, to determine and notify the Contractor relative the manner in which excess materials will be handled.

### 804.04 MEASUREMENT AND PAYMENT

*THE SECOND PAY ITEM IS DELETED:*

*THE THIRD PARAGRAPH OF THIS SUBSECTION IS DELETED.*

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Separate payment for screening of Borrow Topsoil and existing stripped topsoil materials will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for the item Topsoil Spreading, \_\_\_" Thick will include placement and spreading of existing topsoil materials, which have been stripped and screened along with furnishing, placement and spreading of any required Borrow Topsoil.

Separate payment for Borrow Topsoil will not be made; All costs related thereto shall be included in the item Topsoil Spreading, \_\_\_" Thick.

## SECTION 807 – TOPSOIL STABILIZATION

### 807.01 DESCRIPTION

*THE FOLLOWING IS ADDED TO THIS SUBSECTION*

This section also describes requires for stabilizing soils and slopes disturbed as work progresses and areas that are adjacent to work areas, which are not stable.

### 807.03 CONSTRUCTION

*THE FOLLOWING IS ADDED TO THIS SUBSECTION*

Provide stabilization matting for all disturbed areas of the project with a slope greater than 5:1 (horizontal to vertical) and for areas that cannot be stabilized with topsoil and seed only.

Provide topsoil and seed as specified in 804 and 806, respectively, to obtain a stable slope.

### 807.04 MEASUREMENT AND PAYMENT

*THE FOLLOWING IS ADDED TO THIS SUBSECTION*

Separate payment for Topsoil Stabilization will not be made; all costs related thereto shall be included in the various items scheduled in the Proposal.

## SECTION 808 – SODDING

### 808.03.01 Sodding

*THE SECOND SENTENCE OF THE FOURTH PARAGRAPH IS CHANGED TO:*

Rewater as necessary for prevailing conditions until a firm root mass is established.

*THE SIXTH PARAGRAPH IS CHANGED TO:*

Immediately replace sod that is dead or unhealthy as directed.

## SECTION 809 – MULCHING

*THE FOLLOWING SUBPART IS ADDED:*

### 806.03.04 Stone and Gravel Mulching

Place approved weed block fabric over subgrade and staple in-place. Provide and uniformly spread stone or gravel mulching to the thickness desired where indicated on the plans.

### 809.04 MEASUREMENT AND PAYMENT

*THE THIRD PAY ITEM LISTED IN THE FIRST PARAGRAPH IS CHANGED TO:*

| <i>Item</i>              | <i>Pay Unit</i> |
|--------------------------|-----------------|
| Stone Mulching, 4" Thick | Square Yard     |

## SECTION 810 – MOWING

### 810.01 DESCRIPTION

*DELETE THE FOLLOWING PHRASE FROM THIS SUBSECTION:*

“...ROW.”

AND REPLACE WITH:

“...project limits.”

#### **810.04 MEASUREMENT AND PAYMENT**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION*

Mowing of the various kinds will be measured and paid under the item listed in this Subsection to the extent that an item is scheduled in the Proposal. Mowing of the various kinds for which no item is scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Mowing of grass areas within the project limits will be measured by the acre or square yard each time the area is mowed.

### **DIVISION 900 – MATERIALS**

#### **SECTION 901 - AGGREGATES**

##### **901.01 SOURCE**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

All imported aggregate materials shall be certified clean by the supplier to be in compliance with the residential direct contact soil remediation standards as specified in NJAC 7:26D.

##### **901.08 RIPRAP STONES**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Use riprap stones that reply with requirements of the “Standards for Soil Erosion and Sediment Control in New Jersey”.

#### **SECTION 902 – ASPHALT**

##### **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.

##### **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.



## SECTION 903 – CONCRETE

### 903.01 CEMENT

*THE ENTIRE TEXT OF THIS SUBSECTION IS CHANGED TO THE FOLLOWING:*

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.

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

### 912.03.01 Traffic Stripes

*THE FOLLOWING SUBHEADING IS ADDED:*

- C.     **Thermoplastic**  
Thermoplastic stripes shall be as specified in 912.03.02.

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

### 913.01.01 Rail Element

*THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

Fabricate rail element for steel beam guide rail according to AASHTO M180, Class A, Type I in Table 2.

## SECTION 915 – TIMBER AND TIMBER TREATMENT

### 915.01 SAWN TIMBER POSTS, TIMBER SPACERS, AND ROUTED TIMBER SPACERS

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

- Use Western Red Cedar No. 2, appearance knotty or better for site identification signs.
- Use Western Red Cedar No. 2, appearance knotty or better for posts of post and rail fence.
- Use Spruce, No. 2 or better for rails of post and rail fence.
- Provide lumber for cedar timber in accordance with the following:
  - NLGA – National Lumber Grades Authority
  - WCLIB – West Coast Lumber Inspection Bureau
  - WWPA – Western Wood Products Association

## **915.06 TIMBER CONNECTORS AND HARDWARE**

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

Provide timber connectors and hardware for residential, commercial and industrial buildings that conform with the New Jersey Edition of the International Building Code.

## **SECTION 917 – LANDSCAPING MATERIALS**

### **917.01 TOPSOIL**

*THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

Provide topsoil containing no stones, lumps, roots, or similar objects larger than ½-inch in any dimension.

*THE FOLLOWING IS ADDED TO THIS SUBSECTION:*

All imported topsoil materials shall be certified clean by the supplier to be in compliance with the residential direct contact soil remediation standards as specified in NJAC 7:26D.

#### **3. Organic Content.**

*THE MINIMUM ORGANIC CONTENT INDICATED IS CHANGED TO:*

5-percent by weight.

*THE THIRD SENTENCE IS CHANGED TO:*

Determine the organic content according to AASHTO T194, except that the sample is to be taken from oven-dried soil passing a No. 10 sieve. Submit a certificate of compliance for the organic content of topsoil as specified in 106.07 for each source of topsoil.

#### **4. Gradation/Particle Size.**

*THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:*

Determine the particle size distribution for the portion of the topsoil passing the No. 10 sieve using hydrometer analysis according to AASHTO T88. Submit a certificate of compliance for the particle size analysis of topsoil as specified in 106.07 for each source of topsoil.

*THE SECOND PARAGRAPH IS CHANGED TO:*

Sample topsoil at a rate of 1 sample per source to ensure conformance to the requirements.

### **917.03.01 Grass Seed Mixtures**

*THE FIRST SENTENCE OF THIS SUBPART IS CHANGED TO:*

Provide grass seed mixtures that are not older than the sell by date and that conform to the requirements specified in Table 917.05.01-1 through 917.05.01-10. Provide a certificate of compliance as specified in 106.07 for each grass seed mixture utilized.

THE FOLLOWING IS ADDED TO THIS SUBPART:

**Table 917.03.01-8 Type GU, General Use Grass Seed Mixture**

| Kind of Seed               | Percent of Total Weight |
|----------------------------|-------------------------|
| Hard Fescue                | 63                      |
| Perennial Ryegrass         | 16                      |
| Kentucky Bluegrass (Blend) | 21                      |

**Table 917.03.01-9 Type SF, Sports Field Grass Seed Mixture**

| Kind of Seed               | Percent of Total Weight |
|----------------------------|-------------------------|
| Tall Fescue                | 80                      |
| Kentucky Bluegrass (Blend) | 10                      |
| Perennial Ryegrass (Blend) | 10                      |

**Table 917.03.01-10 Type DB, Drainage Basin Grass Seed Mixture**

| Kind of Seed               | Percent of Total Weight |
|----------------------------|-------------------------|
| Strong Creeping Red Fescue | 54.5                    |
| Kentucky Bluegrass         | 36.5                    |
| Perennial Ryegrass         | 9.0                     |

#### **917.04.05 Stone**

THE FIRST SENTENCE OF THIS SUBPART IS CHANGED TO:

For stone mulch, use coarse aggregate No. 4, or No. 5 as specified in 901.03.01 and indicated on the plans.

#### **917.04.06 Gravel**

THE FIRST SENTENCE OF THIS SUBPART IS CHANGED TO:

For gravel mulch, use coarse aggregate No. 1, No. 2 or No. 3 as specified in 901.03.01 and indicated on the plans.

## **SECTION 919 – MISCELLANEOUS**

### **919.05 GEOMEMBRANE LINER**

TABLE 919.05-1 IS CHANGED TO:

| Table 919.05-1 Requirements for HDPE Resin |             |                |
|--------------------------------------------|-------------|----------------|
| Property                                   | Test Method | Requirements   |
| Specific Gravity<br>(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**

THE FIRST PARAGRAPH PART 1 IS CHANGED TO:

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

## 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 Business Enterprises (SBE), as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., 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 businesses 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. 17:14-2.1; and satisfies any additional eligibility standards under this chapter.

Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:

- a. Small business with gross revenues that do not exceed \$3 million.
- b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
- c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.

The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.

Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:

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

- 2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.
- 3. Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.
- 4. SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- 5. SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.

6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.
- D. **Compliance.** The Contractor is responsible for compliance as specified in Section 105.
- E **Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.
  1. Post Award Obligations
    - a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
    - b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)
  2. Affirmative Action After Award of the Contract
    - a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
      - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
      - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
      - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
      - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
    - b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.
      - (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
      - (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
    - c. **Meeting Contract SBE Goal.** Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it

may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

- d. **Termination, Substitution or Replacement of SBEs.** Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 – Schedule of DBE/ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per 108.01.
- e. **Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.

- F. **SBE Goals for this Contract.** This Contract includes a goal of awarding 0 percentage of the Total Contract Price to subcontractors qualifying as SBEs.

**NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.**

The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

- G. **Counting SBE Participation.**

1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.
2. The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
3. The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.
4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.
5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform, and performed by the Contractor will be applied toward the Contract SBE goal.

Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.

6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is a 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 Section 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.

2. **Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:
  - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
  - b. Work, services and materials which are not performed or supplied by the Contractor.
  - c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
  - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
  - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
  - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
  - h. Documentation outlining EEO workforce information for the Contract.
  - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
3. **Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.
- O. **Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.
- P. **Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## STATE FUNDED PROJECT ATTACHMENT 2

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

**A. General.** It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Department to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women. The Contractor must demonstrate to the Department's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Department's contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey "Law Against Discrimination", N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27-1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

Noncompliance by the Contractor with the requirements of the Affirmative Action program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor will cooperate with the State agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of \$2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include the following mandatory equal employment opportunity language in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

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

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

3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or sub-contractor 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(1) 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, veterans 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 for Wholly State Funded Projects" Special Provision 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 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.



**STATE FUNDED PROJECT ATTACHMENT 3**  
**REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**  
**ON WHOLLY STATE FUNDED PROJECTS**

- A. Minority and Women Employment Goal Obligations.** The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups." The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

| <b>Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects</b> |                                         |                                      |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|
| <b>County</b>                                                                                                                         | <b>Minority % Participation Percent</b> | <b>Women % Participation Percent</b> |
| Atlantic                                                                                                                              | 18                                      | 6.9                                  |
| Bergen                                                                                                                                | 22                                      | 6.9                                  |
| Burlington                                                                                                                            | 15                                      | 6.9                                  |
| Camden                                                                                                                                | 19                                      | 6.9                                  |
| Cape May                                                                                                                              | 5                                       | 6.9                                  |
| Cumberland                                                                                                                            | 27                                      | 6.9                                  |
| Essex                                                                                                                                 | 53                                      | 6.9                                  |
| Gloucester                                                                                                                            | 9                                       | 6.9                                  |
| Hudson                                                                                                                                | 60                                      | 6.9                                  |
| Hunterdon                                                                                                                             | 3                                       | 6.9                                  |
| Mercer                                                                                                                                | 30                                      | 6.9                                  |
| Middlesex                                                                                                                             | 24                                      | 6.9                                  |
| Monmouth                                                                                                                              | 15                                      | 6.9                                  |
| Morris                                                                                                                                | 16                                      | 6.9                                  |
| Ocean                                                                                                                                 | 7                                       | 6.9                                  |
| Passaic                                                                                                                               | 36                                      | 6.9                                  |
| Salem                                                                                                                                 | 10                                      | 6.9                                  |
| Somerset                                                                                                                              | 20                                      | 6.9                                  |
| Sussex                                                                                                                                | 4                                       | 6.9                                  |
| Union                                                                                                                                 | 45                                      | 6.9                                  |
| Warren                                                                                                                                | 5                                       | 6.9                                  |

The NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
  1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
  2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
  3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
  4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- D.** Comply with the other requirements of these EEO Special Provisions.
- E. Reporting Requirements.**
  1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
    - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with N.J.A.C. 17:27-7. Also, submit the info 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: [http://www.nj.gov/treasury/contract\\_compliance/pdf/aa201.pdf](http://www.nj.gov/treasury/contract_compliance/pdf/aa201.pdf). Instructions for completing the form can be found online at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/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, located at: [http://www.nj.gov/treasury/contract\\_compliance/](http://www.nj.gov/treasury/contract_compliance/).

Instructions for setting up online access to the web application can be found at:  
[http://www.nj.gov/treasury/contract\\_compliance/pdf/PBS-Introduction-Page.pdf](http://www.nj.gov/treasury/contract_compliance/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:  
<http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.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 thereunto, 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.

# PREVAILING WAGE DETERMINATION

## **WAGE RATES**

THE CONTRACTOR SHALL PAY THE MINIMUM WAGE RATES DETERMINED BY THE NEW JERSEY DEPARTMENT OF LABOR.