

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

11/29/2020

Rate	Fringe	Total
35.14	24.24	59.38

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
32.44	22.36	54.80

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

11/29/2020

Rate	Fringe	Total
53.52	36.92	90.44

CLASSIFICATIONS:

Line Equipment Foreman

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PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2020

Rate	Fringe	Total
63.56	51.00	114.56

CLASSIFICATIONS:

General Foreman

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ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2020

Rate	Fringe	Total
56.43	46.88	103.31

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2020

Rate	Fringe	Total
53.46	45.13	98.59

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Welder

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ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2020

Rate	Fringe	Total
49.50	42.79	92.29

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2020

Rate	Fringe	Total
39.60	36.94	76.54

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2020

Rate	Fringe	Total
34.65	34.00	68.65

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2020

Rate	Fringe	Total
32.18	32.55	64.73

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2020

Rate	Fringe	Total
29.70	31.09	60.79

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2020

Rate	Fringe	Total
27.23	29.62	56.85

CLASSIFICATIONS:

Groundman 1st Year

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ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2020

Rate	Fringe	Total
21.78	26.40	48.18

CLASSIFICATIONS:

Flagman

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HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
69.38	33.23	102.61	104.31	107.86	111.19

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.93	33.23	102.16	103.86	107.41	110.74

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

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HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.18	33.23	101.41	103.11	106.66	109.99

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
71.93	33.23	105.16	106.86	110.41	113.74

CLASSIFICATIONS:

Blaster

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
67.35	33.23	100.58	102.28	105.83	109.16

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.83	33.23	100.06	101.76	105.31	108.64

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.60	33.23	99.83	101.53	105.08	108.41

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Deraill Man, Cable Man, Hose Man, Gravel Man, Form Man)

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Effective Dates:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.00	33.23	99.23	100.93	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. SCOPE OF WORK

SFY 2020 Road Reconstruction Project – E. 72nd Street and 85th Street: The Project Involves Approximately 350 Tons Of Hot Mix Asphalt Top Course, 400 Tons of Hot Mix Asphalt Base Course, 2200 SY 6-inch dense grade aggregate, one (1) Type "E" Frame and Grate, four (4) Type A inlets, 100 LF of 8-inch Drainage Pipe in a stone trench and Restoration Including Road Restriping, Driveway, And Landscaping And Cleanup.

2. PERFORMANCE BOND AND PAYMENT BOND

Each bond shall be for a sum of not less than the total contract price for the project and shall be maintained by the Contractor until acceptance of the project and in the event of insolvency of the surety, the Contractor shall forthwith furnish and maintain as above provided, other surety satisfactory to the Municipality.

Payment for the bonds will be made at the unit price bid unless the Municipality, at its sole discretion, deems the amount bid to be excessive and unbalanced. In this event, payment for the bonds will be made at the actual cost any only upon delivery of a receipted bill.

3. COMMENCEMENT OF WORK

Upon execution of the contract by the Municipality, a fully executed copy thereof will be forwarded to the Contractor. In addition, the Municipality will forward to the Contractor, a Notice to Proceed. Receipt of the Notice to Proceed shall constitute the Contractor's authority to enter upon the site of the work provided the Contractor has, prior thereto, submitted to the Municipality and they have accepted, the insurance certificates required under Section 21 of the General Conditions. Construction operations shall not begin until the Contractor has supplied all other certifications, forms, schedules and other documents required by the Contract Documents prior to the beginning of construction operations.

The Contractor, prior to starting work, shall prepare letters that will be sent to all homeowners affected by the road improvement with the anticipated schedule of work and the inconvenient access expected during construction. A sample letter shall be submitted and reviewed by the Municipality prior to distribution by the Contractor to the homeowner.

The Contractor will be required to begin work on this project immediately upon Award and Approval of the Performance Bond, Payment Bond, Agreement, Insurance Certificates and other associated paper work required by the Contract Documents.

The Contractor shall perform all work in accordance with the schedule of construction as stipulated in Special Condition No. 6.

4. CHARACTER OF WORKMEN, METHODS & EQUIPMENT

Use of equipment will not be permitted that is owned and/or operated by firms and individuals listed in the report of suspensions, departments and disqualifications of firms and individuals as maintained by the New Jersey Department of the Treasury, Division of Building and Construction, Bureau of Contractors Prequalification. (Telephone: (609) 292-5022).

5. EXPERIENCE QUESTIONNAIRE & EQUIPMENT CERTIFICATION

Each Bidder will be required to complete the detailed Experience Questionnaire and Equipment Certification herein and upon review of the Bids, the Municipality shall have the right to reject any Bids submitted by a Bidder whose experience and/or equipment for this type of work, under this project, is deemed by the Municipality's Governing Body to be inadequate.

6. CONSTRUCTION SCHEDULE/TIME FOR COMPLETION

The Contractor shall begin work on this project upon receiving the Notice to Proceed. The Contractor shall complete all of the work called for under this contract in all parts and requirements by December 15, 2021. It is anticipated that the bid award date will be on or about September 3, 2021.

Please note that all construction is prohibited on this project prior to September 13, 2021.

7. MANDATORY ROAD ACCESS

It is the responsibility of the contractor to keep all roadway accessible at all times during construction for Police, trash pickup, emergency vehicles, homeowners, mail delivery and all other use. In some cases, six (6) inches of material will be removed the contractor shall submit in advance of removal of any roadway material a detailed plan depicting the temporary signage, access and ramping necessary for access onto the roadways and into each driveway.

This plan shall provide dates when the existing roadway materials will be removed and when new gravel and bituminous asphalt will be placed. It is required that the time for completion of these items be kept to a minimum. The Municipality requires that the work be scheduled and that it is completed prior to any weekend or holiday.

Therefore the contractor shall provide sufficient machinery and manpower necessary to accomplish this work in the shortest period of time. Consideration by the Municipality will be given with respect to allowances for the contractor for extended work hours during this phase, however, only after Municipality representatives and the Municipal Engineer can insure sufficient manpower is available for them to perform inspection and/or provide assistance should a problem occur during these extended hours.

It is specifically understood that the contractor will perform any and all work requested by any agency to facilitate the work. The contractor is responsible for any and all cost and liability for this work and further acknowledge that Municipality and it's representatives are held harmless for any damages or cost.

No separate payment will be made for this work. The cost of this work shall be included in the prices bid for the various pay items in the Bid schedule.

8. ADJUSTMENTS IN BID QUANTITIES

The Municipality reserves the right to increase or decrease the Bid quantities, as shown in the Bid, to those quantities judged to be most economically beneficial to the Municipality. Such increase or decrease in quantities shall not be deemed cause for any claims by the Contractor.

9. EXISTING UTILITIES

The general location of buried utilities and structures have been indicated on the construction plans from the best information available. The locations shown on the plans do not imply guarantee of their accuracy or completeness. The Contractor is responsible to locate all existing utilities prior to start of construction.

10. TRAFFIC MAINTENANCE

The Contractor shall prepare and submit a general detour plan at the preconstruction meeting to the Borough Engineer and Police Chief for traffic control and their approval before detouring traffic. The plan shall show signs, arrows, directions, barricades and barrels to be used and location of traffic devices.

The Contractor may detour traffic around the immediate work area by utilizing adjacent roadways with permission of the local governing bodies. Partial barricades shall be used on each end of the area of construction where traffic is to be maintained along the route. Complete barricades extending the full width of the road shall be used on each end on the sections of road closed to traffic with adequate provisions maintained at all times to permit the passage of emergency vehicles, local residents and to permit entrance to places of business. In the immediate vicinity of the construction and where there is no detour available, one lane traffic with alternating flow shall be maintained by flagmen or uniformed traffic directors.

Should the Contractor desire to close a portion of any street within the limits scheduled for construction, he shall submit a detailed detour shop drawing to the Engineer at least seven (7) days in advance of the anticipated road closing. In addition, a copy of the drawing shall be submitted to the First Aid Squad, the Police Department and Fire Department so they might be aware of the time and extent of the road closing. In all cases, road closing shall only be permitted during normal working hours excluding Saturdays and Sundays.

The Contractor shall provide suitable signs, barriers and lights during the progress of the work to warn the public of unsafe conditions and, in the case of a detour, to advise the traveling public of the temporary rerouting. Lights shall be maintained between sunset and sunrise.

The Contractor shall employ flagmen or uniformed traffic directors when and where necessary to maintain proper standards of safety for the traveling public.

Where uniformed law enforcement is required, the Borough of Harvey Cedars will provide enforcement at the hourly rate indicated in the Bid Schedule. Payment shall be made under Item No. 9 in the Bid Schedule

All footways, gutters, sewers and intersecting thoroughfares shall not be obstructed more than is absolutely necessary.

Separate payment shall be made for traffic maintenance, and all costs shall be included in Item No. 5 and 6 in the Bid Schedule.

11. UNIFORM TRAFFIC DIRECTORS

Traffic directors shall be uniformed police officers. A uniformed police officer shall operate traffic signals when manual control of the signals is required. Police traffic directors shall be off duty police officers from within the Township or Municipality where the work is being performed. Police traffic directors shall be located where shown on the plans or at specific locations designated by the Engineer during construction hours. The Township or Municipality is to be contacted in order to obtain the services of police traffic directors and the name, address and telephone number of their local representative are listed below:

Borough of Harvey Cedars
7606 Long Beach Blvd.
Harvey Cedars, NJ 08008
Phone (609) 361-6000
Daina Dale, RMC

Please take notice of the following statement for the purposes of this project.

Pursuant to P.L. 2006, c.9, all plans, specifications and bid proposal documents for the erection, alteration or repair of a building, structure, facility or other improvements to real property, the total price of which exceeds the (bid threshold) amount set forth in, or the amount calculated by the Government pursuant to, Section 3 of P.L. 1971, c.198 (C.40A:11-3), shall include:

c. A statement indicating whether uniformed law enforcement officers will be required for the project. The statement shall include a line item allowance, which shall be a good faith effort on the part of the contracting unit, to reasonably estimate the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative costs. The individuals responsible for the assignment of uniformed law enforcement officers for any municipalities affected by a project shall be required to determine where traffic safety control is needed for a project, and calculate the number and placement of all necessary personnel, equipment, and the costs associated with these, including hourly rates, and submit this information to the contracting unit.

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with Section 17 of P.L. 1971, c. 198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed.

Please take notice of the line item allowance contained in the bid form representing an hourly rate and estimate for the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative costs contained in the bid form. The line item utilized in the specification is Item No. 9.

12. CONDITION OF THE SITE

The Contractor shall, at all times, keep the construction sites in a neat and orderly condition to the satisfaction of the Engineer. The work and delivery of materials required for this project shall be arranged and performed in such a manner as to keep inconvenience to the adjacent property owners to a minimum.

The Contractor shall note that existing snow fence, sand dunes, wooden fence, planter boxes, mailboxes, railroad tie borders, sidewalks, curbing, etc. exists within the contract limits. The Contractor shall carefully remove and reinstall same at the completion of the project. The Contractor shall, at the direction of the Engineer, remove and dispose of any sand dunes that directly interfere with the reconstruction. Should any of the existing materials be damaged or unable to be reused the contractor shall provide new materials. The cost of this work shall be included in the unit price bid for the various pay items scheduled in the Bid Proposal.

13. CONDUCT OF THE WORK AND TEMPORARY WORK

At the project meeting, the Contractor shall inform the Engineer, in advance, concerning his plans for carrying out each part of the work. If at any time the Contractor's plans or equipment or his methods of executing the work appear to the Engineer to be inadequate to ensure the required safety, quality, or rate of progress of the work, the Engineer may order the Contractor to increase or improve his facilities or methods and the Contractor shall promptly comply with such orders, but neither compliance with such orders, nor failure of the Engineer to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by the contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plan, equipment and methods.

Review by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

14. DISPOSAL OF CONSTRUCTION DEBRIS

The Contractor will be required to obtain permits from the New Jersey Department of Environmental Protection's Division of Water Resources, Bureau of Solid Waste Management and/or the New Jersey Public Utilities Commission for each truck that will be hauling any debris from the construction site depending on the requirements of each agency.

In addition, the Contractor must obtain a solid waste disposal permit from the New Jersey Department of Environmental Protection's Division of Water Resources, Bureau of Solid Waste Management, when other than a publicly licensed dumping site is used for the disposal of construction debris.

The Solid Waste Administration has advised that asphalt millings, broken paving, blacktop, concrete curb, sidewalk and block are considered solid waste and must be dumped only in an approved licensed recycling facility.

The Contractor shall submit one copy of the documentation of the disposal facility's acceptance of the regulated material including weight ticket slips with the municipality's project name and origin to the Engineer for processing with the municipality for recycling credit.

Reference is also made to Section 202.03.05, 202.03.06, 202.03.08 and 202.03.09 of the NJDOT Standard Specifications..

The cost of permits and any necessary fees in connection with disposing of construction debris and unsuitable material at the landfill site shall be borne by the Contractor.

15. DISPOSAL OF EXCESS EXCAVATED MATERIAL

The Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors and flood plains is strictly prohibited even if permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by him will be brought to the immediate attention of the responsible regulatory agencies with a request that appropriate action be taken against the offending parties.

The Contractor shall be aware that permitting agencies are concerned about the erosion by wind and water of excess excavated materials disposed of on private lands. When obtaining releases from private landowners, the Contractor shall include a statement from the landowner that he has been apprised by the Contractor of this need for erosion control and accepts complete responsibility for its implementation.

Reference is also made to Section 202.03.07 of the NJDOT Standard Specifications.

16. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of the general public and the Contractor's employees under this contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as it pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph b or c caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other persons or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor or Owner.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his machinery, equipment, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

17. ENVIRONMENTAL PROTECTION

The Contractor shall comply with all Federal, State, and local laws and regulations and all conditions of permits controlling pollution of the environment. He shall take all precautions necessary, whether specified on the plans or not, to prevent pollution of streams, lakes, ponds, wetlands, groundwater, storm drainage systems and reservoirs with fuels, oils, bituminous chemicals or other harmful materials. He shall also take the necessary precautions, specified or not, to prevent pollution of the atmosphere from particulate and gaseous matter.

In addition to any work which might be required by any Soil Erosion and Sediment Control plans and permit issued in connection with this project, the Engineer shall have the right to direct additional temporary measures, if deemed necessary, to control pollution. These measures may include the use of berms; dikes; dams; fiber mats; mulches; grasses; slope drains; limiting the extent of clearing and grubbing operations; limiting the extent of excavation, borrow and embankment operations or any other measures which is reasonably commensurate with highway construction projects, as he deems necessary to provide adequate pollution and soil erosion and sediment control.

Separate payment will not be made for any such temporary measures directed by the Engineer. The cost of this work shall be included in the prices bid for the various pay items scheduled in the proposal.

All drilling units and construction equipment powered by an internal combustion engine, shall be equipped with a properly maintained muffler so as to reduce noise to an acceptable level.

Air compressors shall meet E.P.A. Noise Emission Standards.

18. EXISTING DRIVEWAY ADJUSTMENTS AND LOT FRONTAGE GRADING ADJUSTMENTS

Upon completion of the top course pavement overlay, the Contractor will be required at various locations and/or as indicated and noted on the construction drawings and as directed by the Engineer to furnish and install additional material for the existing driveways, aprons, and/or lot frontages to match the final road grades. The material shall match the existing driveways in texture, color, size and dimension and must conform to the latest NJDOT Standards and Specifications. In addition, the Contractor shall be required at various locations as directed by the Engineer to furnish and install asphalt ramps at driveways to transition the existing driveway to the new pavement grades.

No separate payment will be made for furnishing and installing additional driveway, aprons, lot frontages, materials or asphalt ramps but the cost thereof shall be included in the various items in the bid.

19. ASBUILT DRAWINGS

The Contractor shall keep accurate records of all curbing, sidewalk, pavement and storm drainage structure improvements including elevations, dimensions, thickness offsets, etc. The Contractor is required to take colored photographs of both before and after construction. Separate payment will not be made for any asbuilt drawings or photographs. The cost of this work shall be included in the price bid for the various pay items in the bid proposal.

20. CONSTRUCTION VIDEO (DVD) AND PHOTOGRAPHS

The Contractor is required to take preconstruction video of the roadway (entire length) including curb, driveways, walk, etc.

The Contractor shall be required to take colored photographs of the roadway (entire length) immediately after a substantial rainfall in order to establish any ponding of water that exist.

The Contractor shall provide the engineer with a complete set of video tapes and photographs of each roadway prior to the start of construction. During final inspection, if damage areas are found it shall be the Contractor's responsibility to make repairs unless he can shown from these tapes and/or photographs that the damage existed prior to his starting construction.

No separate payment will be made for any dvd or photographs. The cost of this work shall be included in the prices bid for the various pay items in the bid proposal.

21. PAINTED/STRIPED LINES

The Contractor will be required to repaint and/or restripe all existing and proposed roadway markings as indicated on the Contract Documents including, but not limited to , handicap and regular parking spaces, no parking areas, crosswalks and stop lines and text at all street intersections utilizing latest paint requirements and in accordance with NJDOT requirements as per Section 618. Payment will be made for this work under the unit prices bid for this work as indicated in the Bid Schedule.

22. FERTILIZING, SEEDING, TOPSOILING, STONE AND MULCHING

The Contractor is to note that all disturbed areas adjacent to the edge of the roadway or adjacent to inlets or storm piping are to be fertilized, seeded, topsoiled, stone and/or mulched, as required, in accordance with these specifications. The quantity of these items are as directed by the Engineer. Payment shall be made for this work under the unit price bid for these items in the Bid Schedule.

23. NIGHT, WEEKEND AND HOLIDAY WORK

No work shall be done at night or on Saturday, Sunday or on Holidays except (1) usual protective work, such as pumping and the tending of lights, fires, heating apparatus, (2) work done in case of emergency threatening injury to persons or property, or (3) if all the conditions set forth in the next paragraph below are met.

Holiday schedule shall conform to the holiday schedule established by the Municipality and by Owen, Little & Associates. The Contractor shall conform to this schedule when establishing the work schedule.

No work other than included in (1) and (2) above shall be done at night except when (a) in the opinion of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily, (b) the work will be done by a gang organized for regular and continuous work, and [c] the Engineer has given written permission for such work.

24. STORAGE, HANDLING AND DELIVERY

The Contractor is to provide all required storage for machinery, equipment, supplies, material, etc. The storage area is to be coordinated with the Municipality's Public Works Department. In addition, the Contractor shall not utilize private property for storage or delivery unless the Contractor has received approval from the Owner prior to the start of construction. The cost of all storage, handling and delivery shall be borne by the Contractor.

All deliveries, handling and storage of materials and equipment shall be in accordance with all of the applicable rules and regulations of the Municipality and NJDEP and in accordance with the manufacturer's recommendations.

The cost of all storage, handling and delivery shall be borne by the Contractor.

25. SAW CUTTING

The Contractor shall be required to saw cut at the locations as indicated on the contract drawings or as directed by the Engineer. The cuts shall be to a minimum depth of two (2) inches. Cutting shall be performed using a water cooled power saw mounted on wheels. All saw cutting equipment shall conform to Subsection 405.03(b)(5). The existing surface pavement shall be removed and disposed of by the Contractor.

No separate payment shall be made for saw cutting but the cost thereof shall be included in the unit price bid for the various items in the Bid Schedule.

26. DOWN TIME

The Contractor shall not charge for down time due to conflicts with existing utilities encountered during construction. The Contractor is required to perform test pits as necessary prior to beginning all work and is responsible to locate all existing utilities. No separate payment shall be made for these items, but the cost of this work shall be included in the price bid for the various items in the Bid Schedule.

27. ROAD PAVEMENT MAINTENANCE

It is the obligation of the Contractor to maintain roadway surfaces in smooth and rideable conditions at all times. The Contractor shall immediately correct all deficiencies in the roadway surface when noted by himself or when directed by the Owner or Engineer. If deficiencies are not corrected within two (2) days of notification by the Owner or Engineer, the Owner shall be allowed and will proceed with the necessary repairs and deducts the costs thereof from any monies due the Contractor.

28. EMERGENCIES

The Contractor shall be required to provide at the preconstruction meeting an emergency telephone number that they can be reached at any time. Should an emergency arise and the contractor can not be reached then the owner shall make any necessary repair to resolve the problem. All cost thereof shall be borne by the Contractor.

29. RAISING OR LOWERING VALVE BOXES, MANHOLE, RIMS AND DRAINAGE GRATES

The Contractor shall, at his own expense, raise or lower all gate valves, valve boxes, gas valves, reset, raise or lower inlet grates, manhole rims, etc., for structures constructed of brick or block within the project limits to the finish pavement grade. It is the Contractor's responsibility to note any and all valves, boxes, rims, etc during construction and provide all materials and equipment, etc., as necessary. Manhole extension rings and extension frames are not permitted. The payment shall be made for raising or lowering valves, manhole rims and grates, including structures constructed of block, brick or precast concrete under in the various items in the Bid Schedule.

30. CONSTRUCTION STAKE-OUT

The Contractor shall furnish to OLA for review all cut sheets, manhole and invert adjustments, and field layout data **BEFORE** any construction is started. This will be accomplished after all existing drainage pipes are flushed and debris is removed from all manholes and inlets. This work is required by the Contractor to verify invert elevations so that adjustments can be made to the proposed inlets if required, before construction. No additional compensation shall be made for manhole and inlet construction adjustments.

Plans were prepared using 2018 Civil 3D AutoDesk. Therefore any request for a digital AutoCAD file will be provided in this format only upon a signed Hold Harmless Agreement with Owen, Little & Associates, Inc.

31. UTILITIES

All utilities shall remain in operation during construction.

32. PRECONSTRUCTION CONFERENCE

Before submission of a notice to proceed, the Engineer, the Resident Project Representative, the Contractor, the Contractor's Superintendent and the NJDEP shall attend a preconstruction conference. The purpose of this conference will be to establish the administrative procedures that will be followed during the construction period.

At the conference, the Contractor shall submit to the Engineer, a list of all materials and equipment suppliers for the Engineer's review. The Contractor shall also submit his construction progress schedule indicating starting and completion dates of the various phases of construction. Procedures for handling shop drawings and for processing monthly estimates for payment will be determined. The Contractor shall also submit the name and address of a responsible individual who will be available on a 24-hour basis to handle all emergency problems in connection with the project.

Representatives of the local police, fire, first aid, and utility companies may be invited to attend the preconstruction conference.

33. SHOP DRAWINGS

The Contractor shall submit for the review of the Engineer shop drawings for all prefabricated work and for all manufactured items required to be furnished in the contract as required by the specifications. Shop drawings shall be submitted in sufficient time to allow twenty working days for review and processing.

When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

By approving and submitting shop drawings, the Contractor represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, and that he has reviewed and coordinated the information in the shop drawings with requirements of the work and the Contract Documents.

Engineer's review of the Contractor's shop drawings shall be considered as a service given as assistance to the Contractor in interpreting the requirements of the contract and in no way shall it relieve the Contractor of any of his responsibilities under the contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Engineer and noted as "No Exceptions Taken" shall be entirely at the Contractor's risk.

The Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, or coordination of trades. Shop drawings submitted by subcontractors shall be sent direct to the Contractor for approval. The Contractor shall thoroughly check all subcontractor's shop drawings as regards measurements, sizes of members, materials and details to satisfy himself that they conform to the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor by the Contractor for correction before submitting them to the Engineer. All details on shop drawings submitted for review shall clearly show the relation of the various parts and where the work depends upon field measurements, such measurements shall be obtained by the Contractor and noted on shop drawings before being submitted for review.

Sufficient space on the shop drawings near the title box should be provided for stamps and review comments. The shop drawings shall bear the initials of the detailer's checker prior to submission. All dimensional coordination shall be done by the Contractor or his detailer.

All submissions shall be properly referenced to indicate clearly the specification section, location, service and function of each particular item. All submissions for one item or group of related items shall be complete. Where manufacturer's publications in the form of catalogs, pamphlets or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the item for which review is requested. Identification of items shall be made in ink and submissions showing only general information are not acceptable.

If the shop drawings contain any departures from the contract requirements, specific mention thereof shall be made in the Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall at his own expense, prepare and submit revised layout drawings for review. Revision drawings shall include design calculations prepared by a Professional Engineer licensed in the State of New Jersey. Such drawings shall be the same size as the contract drawings unless specified otherwise.

The Contractor shall coordinate all reviewed equipment shop drawings with shop drawings of related new and altered structures, supports, piping, electrical and mechanical work to insure proper accommodation of the furnished equipment. Shop drawings for structures, supports, piping, electrical and mechanical work, which are contingent upon the specific equipment furnished, shall not be submitted until the equipment shop drawings have received final acceptance.

No work shall be done upon any part or a structure until the necessary review is conducted by the Engineer.

Six (6) sets of all shop or working drawings shall be submitted, unless otherwise specified, to the Engineer through the Contractor. Only drawings which have been checked and corrected by the material fabricator should be submitted. The Contractor shall be responsible for the prompt submission of all shop or working drawings, so that there shall be no delay to the work due to the absence of such drawings. Shop drawings shall be either 8½ by 11 inches or 24 by 36 inches.

Two (2) copies of reviewed shop drawings will be returned to the Contractor.

Before final payment is made the Contractor shall deliver to the Engineer two (2) complete bound sets of final accepted shop drawings applicable to the contract for the Owner's permanent file.

34. TEMPORARY SANITARY FACILITIES

The General Contractor, from the commencement of the job, shall provide sufficient and sanitary toilet room facilities for the use of all people on the work. These are to be kept in a sanitary condition and at the completion of the job are to be cleaned out and removed. Sanitary facilities shall conform with Board of Health, State and Local requirements.

NJDOT STANDARD SPECIFICATIONS

The 2019 U.S. Customary English Units Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, hereinafter referred to as the “NJDOT Standard Specifications”, is hereby made a part of these Contract Documents, Division 100 – General Provisions, and Division 150 – Contract Requirements, except as otherwise provided in the Special Provisions, is replaced by the Notice to Bidders, Instruction to Bidders, Bid Documents, General Conditions and Special Conditions.

The NJDOT Standard Specifications are made a part of these specifications by this reference and will not be repeated herein. It is the responsibility of any Bidder and/or Contractor to become familiar with these NJDOT Standard Specifications, copies of which may be examined at the Office of the Engineer, online at the NJDOT Website <https://www.state.nj.us/transportation/eng/specs/2019/Division.shtml> and may be obtained, upon payment of the cost thereof, from:

State of New Jersey
Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

The Notice to Bidders, Instruction to Bidders, Bid Documents, General Conditions and Special Conditions shall, in order of precedence established in The Agreement in the Bid Documents, govern and prevail in the case of conflict between them and the NJDOT Standard Specifications.

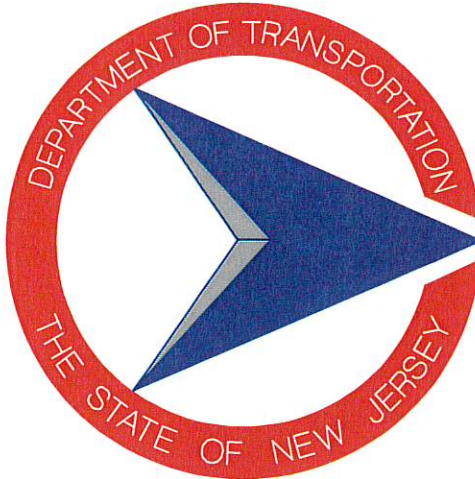
In the NJDOT Standard Specifications, the words “Commissioner” or “Department” shall refer to and mean the person, persons, body, board or agent legally empowered to enter into contracts and otherwise legally act for the Owner. The “State” shall refer to and mean the Owner as hereinbefore defined unless the context clearly means only the State of New Jersey. The word “Engineer” shall refer to and mean the professional engineering representative of the Owner as hereinbefore defined and the word “Inspector” shall mean the authorized project representative of the Engineer with the authority as hereinbefore defined.. The work “Laboratory” shall mean and refer to the Engineer who may, at his discretion, and with the consent of the Owner, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the “Laboratory” in these NJDOT Standard Specifications.

Payment for a pay item in the Proposal includes all the compensation that will be made of the work of that item as described in the Contract Documents unless the “Basis of Payment” clause provides that certain work essential to that item will be paid for under another pay item. Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted. Whenever reference to Title 27 is made, it is construed to mean Title 40.

Whenever reference is made in the NJDOT Standard Specifications to a portion of Division 100 – General Provisions and Division 150 – Contract Requirements, not saved from deletion nor replaced by a reference to Notice to Bidders, Instruction to Bidders, Bid Documents, General Conditions and Special Conditions, it will be construed to refer to appropriate provisions of Notice to Bidders, Instruction to Bidders, Bid Documents, General Conditions and Special Conditions covering the same subject matter.

When reference is made herein to the bulletins, standards, specifications, publications or requirements of the American Association of State Highway and Transportation Officials (AASHTO), the American Concrete Institute (ACI), the American Society of Civil Engineers (ASCE) or similar national or regional associations, institutes, or organizations, the requirements of the bulletins, standards, specifications, publications, or requirements referred to shall be considered a part of these specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if set forth in full.

State of New Jersey Department of Transportation



Special Provisions For State Aid Projects

FY 2019 Edition

SPECIAL PROVISIONS

For The Roadway Improvement Of East 72nd Street And E. 85th Street In The Borough Of Harvey Cedars, County Of Ocean is part of the NJDOT SFY 2020 Municipal Aid Grants. The Project Involves Approximately 350 Tons Of Hot Mix Asphalt Top Course, 400 Tons of Hot Mix Asphalt Base Course, 2200 SY 6-inch dense grade aggregate, one (1) Type "E" Frame and Grate, four (4) Type A inlets, 100 LF of 8-inch Drainage Pipe in a stone trench and Restoration Including Road Restriping, Driveway, And Landscaping And Cleanup.

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Pages 1 to 28 inclusive.

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

1. Debarred Contractors and Subcontractors List
2. State and Federal Wage Rates Ocean County

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

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

GENERAL

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

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

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

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

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

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

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

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

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

100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

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

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

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

101.03 TERMS

THE FOLLOWING TERM IS ADDED:

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

THE FOLLOWING IS OMITTED:

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

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

REVISE THE FOLLOWING TERM:

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

101.04 INQUIRIES REGARDING THE PROJECT

2. After Award of Contract.

Local District 3
Mr. Pavan Sheth, P.E., Project Management Specialist 3
1035 Parkway Avenue
Trenton, NJ 08625
Telephone: 609-963-1592

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

Project Manager: Frank J. Little, Jr., P.E.,P.P.,C.M.E.
Email Address: flittle@owenlittle.com
Mailing Address: Owen, Little & Associates, Inc.
443 Atlantic City Blvd.
Beachwood, NJ 08722

102.07 PREPARATION OF THE BID

OMIT THE LAST TWO PARAGRAPHS OF THIS SECTION.

102.10 SUBMISSION OF THE BID

THE FOLLOWING IS OMITTED:

8. For federal aid projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-lobbying Act requirements under 31 USC 1352.

102.13.01 BIDDER PRE-AWARD REQUIREMENTS

A. Federal Aid Projects

This section intentionally left blank.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.05 ESCROW BID DOCUMENTS

103.05.A ESCROW BID DOCUMENTS

REVISE SECTION 103.05.A TO THE FOLLOWING:

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

SECTION 104 – SCOPE OF WORK

104.03 CHANGES TO THE CONTRACT

This section intentionally left blank.

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

REVISE THE SECOND PARAGRAPH TO:

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

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

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.05.1

REVISE THE FOLLOWING SECTION TO:

Federal Aid projects. This section intentionally left blank.

105.03 CONFORMITY WITH THE CONTRACT

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

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

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

Gas

New Jersey Natural Gas
1420 Wycoff Road
Wall, NJ 07719
(732)938-1203

Electric

Atlantic Electric Co.
2542 Fire Road
Egg Harbor Twp., NJ 08234-5661
(609) 294-6727

Telephone

Verizon – New Jersey
Manahawkin, NJ 08050
(609) 597-9970

Water

Harvey Cedars Water/Sewer Dept.
7606 Long Beach Blvd.
Harvey Cedars, NJ 08008
(609) 361-6000

Sanitary Sewers

Harvey Cedars Water/Sewer Dept.
7606 Long Beach Blvd.
Harvey Cedars, NJ 08008
Phone: 609-361-6000.

Cable TV

Comcast
1202 Long Beach Blvd.
Ship Bottom, NJ 08008
(609) 492-2749

Ocean County Utilities Authority
Central Water Pollution Control Facility
Hickory Lane – Segal Street
Bayville, New Jersey 08721
Phone: 609-269-4500

B. Locating Existing Facilities.

2.

Fiber Optic Markout Form is available at:

<http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtm>.

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

NJDOT
Central Region Electrical
1035 Parkway Avenue
4th Floor E&O Bldg.
CN 600
Trenton, NJ 08625
Telephone: 609-963-1491

C. Protection of Utilities.

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

SECTION 106 – CONTROL OF MATERIAL

106.03 FOREIGN MATERIALS

REMOVE SECTION 106.03.2 Federal Aid Projects

106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

No proprietary items are included in this project.

106.10 USE OF UNITED STATES FLAG VESSELS

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

SECTION 107 – LEGAL RELATIONS

107.02 NONDISCRIMINATION

THE ENTIRE TEXT OF SECTION 107.02.1 CHANGED TO:

Compliance with Regulations: This section intentionally left blank.

107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES OR EMERGING SMALL BUSINESS ENTERPRISES, AND SMALL BUSINESS ENTERPRISES

FOR WHOLLY STATE FUNDED PROJECTS, MAKE THE FOLLOWING REVISIONS:

REMOVE THIS SENTENCE FROM PARAGRAPH TWO: The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

REPLACE THIS SECTION WITH: This section intentionally left blank.

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

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

107.14 PATENTED 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.

MA-2020-E72ND ST AND E 85TH ST.-00524

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

1. Values and Quantities.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

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

REMOVE PARAGRAPH FOUR OF SECTION 108.1.

REVISE SECTION 108.1.3.a TO THE FOLLOWING:

Federal Aid Projects. This section intentionally left blank.

108.10 CONTRACT TIME

THE FOLLOWING IS ADDED:

Achieve Completion on or before November 19, 2021.

108.11.01 Extensions to Contract Time

108.11.01.A

REVISE THE SECOND PARAGRAPH TO:

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

B. Types of Delays.

2. Excusable, Non-Compensable Delays.

b. Utilities.

THE LAST PARAGRAPH IS CHANGED TO:

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

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.

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.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

LIST (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

1. Fails to begin construction operations within 30 days of execution of the Contract.

108.15 FOR CONVENIENCE

108.15.02 For Cause

REVISE PARAGRAPH FIVE TO:

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

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

- C. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$500 per day.

SECTION 109 – MEASUREMENT AND PAYMENT

CHANGE THE ENTIRE TEXT OF 109.03 TO THE FOLLOWING:

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

109.04 PAYMENT FOR DELAY DAMAGES

CHANGE THE FIRST SENTENCE 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

REVISE THE TWELTH PARAGRAPH TO:

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

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.

109.09 FINAL PAYMENT AND CLAIMS

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

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

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 153 – PROGRESS SCHEDULE

153.03.03 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:

SECTION 155 – CONSTRUCTION FIELD OFFICE

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 159 – TRAFFIC CONTROL

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:

1. Direct the installation of all traffic devices as indicated on the plans and specifications.
2. Provide daily inspection of the traffic control devices for proper operation of traffic flow.
3. Make revisions to Traffic Plans if required for safe traffic flow.
4. Prepare daily reports and submit to Project Engineer.

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 FUEL PRICE ADJUSTMENT

THE THIRD PARAGRAPH IS CHANGED TO:

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

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

Where:

A = Asphalt Price Adjustment

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

BA = Basic Asphalt price Index

T = Tons of new Asphalt Binder

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the new asphalt in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

THE SIXTH PARAGRAPH IS CHANGED TO:

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

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE but the cost thereof shall be included in the various pay items in the Bid Schedule.

DIVISION 300 – SUBBASE AND BASE COURSES

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

401.03.01 Milling

A. HMA Milling.

Stage	Max. Time Interval Allowed
1	72 Hours

C. Micro-Milling and Profile Milling.

For projects with a posted speed limit of 45 miles per hour or greater the time interval is to be 0 unless approved by the traffic operations SME.

Stage	Max. Time Interval Allowed
1	72 Hours

401.03.07 HMA Courses

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:

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). 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 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 [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.

1. The Laboratory will arrange the core results in ascending order, in which X_1 represents the smallest value and X_N represents the largest value.
2. If X_N is suspected of being an outlier, the Laboratory will calculate:

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

3. If X_1 is suspected of being an outlier, the Laboratory will calculate:

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

4. For $N = 5$ if $R > 0.642$, the value is judged to be statistically significant and the core is excluded.

For $N = 10$ if $R > 0.412$, the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for $N = 5$ and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for $N = 10$, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

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

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

I. Thickness Requirements

REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING FOR AREAS OF RESURFACING:
This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING FOR AREAS OF FULL DEPTH REPLACEMENT:

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

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the District Local Aid Office may waive the thickness requirements.

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

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

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

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

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

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

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

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

b. **Quality Index (Q_L)**

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

Where T_{des} = design thickness.

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

Table 401.03.07-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness	
Percent Defective	Percent Reduction
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5
35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

- e. **Retest.** If the initial series of 5 cores produces a percent defective value of PD ≥ 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 ≥ 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 ≤ 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).**

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

Table 401.03.07-6 Surface Course Thickness Requirements	
HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T_{all})
4.75 MM	0.75 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 ≤ 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.

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will evaluate the ride quality of the final riding surface of all constructed pavement on the project, for routes designated as National Highway System (NHS) and routes under NJDOT jurisdiction, using the International Roughness Index (IRI) according to ASTM E 1926. All NHS roadways are listed on the Department's website [here](#). The Department may evaluate ride quality of other routes not designated as NHS or under NJDOT jurisdiction. The final riding surface is defined as the last lift of the pavement structure where traffic will be allowed. The pavement will be evaluated using the current average IRI (C) to select the target IRI (T) from Table 401.03.07-8. The current average IRI (C) is defined as the preconstruction ride quality measured not more than two years from the start of the project pavement construction.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C).

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the PA using pay equation type PA1 as specified in Table 401.03.07-7.

For paving on ramps and shoulders, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the pay adjustment using pay equation type PA2 as specified in Table 401.03.07-7.

When paving over bridge structures on NHS or NJDOT jurisdiction roadways, the Department will use the measured IRI to calculate the pay adjustment using pay equation type PA3 as specified in Table 401.03.07-7.

For paving on Local roadways other than NHS and NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department may evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. Local roadways are defined as municipal and county roads that are not designated as part of the NHS. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA4 as specified in Table 401.03.07-7.

1. **Smoothness Measurement.** The Department will test the longitudinal profile of the final riding surface for ride quality with a Class 1 Inertial Profiling System according to NJDOT R-1. If project conditions preclude the use of the Class 1 Inertial Profiling System, the Department will use a Class 1 Walking Profiler or lightweight profiler.
2. **Quality Control Testing.** Perform quality control testing during lift placement to ensure compliance with the ride quality requirements specified in Table 401.03.07-8.
3. **Preparation for IRI Testing.** Notify the RE when all paving is complete and the RE will request IRI testing by independent testing agency. Provide traffic control when the independent testing agency performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of temporary pavement marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested or as per direction of the independent testing agency. Submit the actual stationing for each temporary pavement marking tape location to the RE.
4. **Quality Acceptance.** The Department will determine acceptance and provide PA based on the following:
 - a. **Pay Adjustment.** The acceptable IRI for the roadway pavement will be the target IRI (T) from Table 401.03.07-8 rounded to the nearest whole number for which full payment will be made and will be determined using the latest available current average IRI (C) data. The number of lots for final pay adjustment will be reduced by the number of lots excluded for each segment shown in Table 401.03.07-7. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

Table 401.03.07-7 Pay Adjustment Equations (PAE) for Ride Quality			
Pay Equation Type	Exclusions	Pay Equations	
PA1	As shown in the Special Provisions Table 401.03.07-7A	IRI < T	PA1 = 0 ²
		T ≤ IRI ≤ 170	PA1 = PAE
		IRI > 170	PA1 = -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 = 0 ²
		120 < IRI ≤ 170	PA2 = (IRI - 120) x (-\$5.00)
		IRI > 170	Maximum Negative Pay or Corrective action
PA3	Will include, if tested	IRI ≤ 120	PA3 = 0 ²
		120 < IRI ≤ 170	PA3 = PAE
		IRI > 170	PA3 = -A or Corrective action
PA4	Will include, if tested	IRI ≤ T	PA4 = 0 ²
		T < IRI ≤ T+80 or 170 whichever is higher	PA4 = (IRI - T) x (-\$1.25)
		IRI > T+80 or 170 whichever is higher	Maximum Negative Pay or Corrective action

$$PAE = \frac{A}{-37.75347 \times \log_e(T) + 194.87} - \frac{A}{-37.75347 \times \log_e(IRI) + 194.87}$$

$$A = 1267.2 \left[\frac{M}{9} + \frac{PD}{150} \right]$$

P = Bid price of last lift of the pavement structure to be evaluated or price listed in table 401.03.07-7B, whichever is higher, per Ton

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

M = Bid price of Milling, per Square Yard

T = Target IRI

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

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

Where:

D_N = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

N_N = Number of lots of N section with design thickness D_N of last lift to be evaluated

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

Table 401.03.07-7B Minimum Value of P	
Surface Course Mix	P
Hot Mix Asphalt (Dense Graded) with PG 64-22 binder	\$60.00
Hot Mix Asphalt (Dense Graded) with PG 64E-22 binder	\$70.00
Stone Matrix Asphalt, High Performance Thin Overlay, Ultra-Thin Friction Course, Open Graded or Gap Graded Mixes not specified in this table	\$80.00
Bridge Deck Waterproof Surface Course	\$250.00

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

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

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

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

Where T_N is the Target IRI of N section and L_N is the length of N section in miles to the nearest 0.01 mile

- Current average IRI (C) is the average of the latest available preconstruction IRI data.
- The target IRI (T) is selected or calculated from the table and rounded to the nearest whole number.
- Multiply T with 1.05 for HMA over Concrete, if total HMA after proposed treatment is less than 8 inch thick.
- Milling is one operation. Paving each layer of asphalt mix is an individual operation unless plans specify paving a mix in two lifts. In such case, each lift is considered as an operation.
- Construction or reconstruction of full pavement box on subgrade is new construction or reconstruction.
- Use Pay Equation as below:

$$\text{IRI} \leq T \quad \text{PA} = 0$$

$$\text{IRI} > T \quad \text{PA} = \text{PAE}$$

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

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

401.03.08 Core Samples

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

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

Upon completion of an HMA lot, the Laboratory shall drill cores at random locations at least 12 hours after paving. Take cores in the presence of the RE. The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The [HMA Core Sampling Plan](#) form provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

HMA cores are to be taken from the HMA lot for quality assurance sampling, testing and analysis within seven (7) days of completing the HMA lot. For test strip lots and the first traveled way lot, the Laboratory shall deliver cores from the field to the testing Laboratory within 48 hours of completing the lot. The Laboratory shall deliver all other acceptance cores within 7 days of completing the lot.

After each air void lot is placed, the Laboratory shall drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.07.I, the Laboratory shall drill the surface course air void cores for the full depth of pavement.

At least 24 hours prior to coring, 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 RE at his discretion may decide to deliver the core samples as indicated above.

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.

The Department will not make payment for quality control cores or additional cores for retest under CORE SAMPLES, HOT MIX ASPHALT

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:

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

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

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 PIPE

601.04 Measurement And Payment

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, the Department will make payment for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

Add the following paragraph at the end of this Section:

Payment for 8 inch Perforated HDPE shall include the cost of furnishing and installing the 1 ½ inch stone bedding and filter fabric as shown in the detail on the Contract Drawings.

SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.04 Measurement And Payment

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

SECTION 608 NON-VEGETATIVE SURFACES

608.04 Measurement And Payment

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavated material available for use as bedding.

DIVISION 800 – LANDSCAPING

SECTION 805 TURF REPAIR STRIP

After 805.03.01 Turf Repair Strip

Add the following:

805.03.02 Edge Repair

Edge repair shall include the installation of decorative stone to match existing stone landscaping surface within two (2) feet of the pavement edge.

805.04 Measurement and Payment

Add the following item:

Item	Per Unit
Edge Repair	Linear Feet

DIVISION 900 – MATERIALS

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 report their findings.

Alternatively, the Department may accept the HMA by [Certification of Compliance](#) according to 106.07.

ATTACHMENTS

INCLUDE STATE ATTACHMENTS FOR WHOLLY STATE FUNDED PROJECTS

STATE FUNDED PROJECT ATTACHMENT 1

SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that Small 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
 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
2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

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

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

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

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

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

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age,

- race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veteran's status, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
 3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
 5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
 - b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a.) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - i. The Contractor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
 - iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in 6(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:

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

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

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

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

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

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

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

7. Also, submit the 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. Instructions for completing the form can be found online at: 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/. 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. 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.
- E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b.** Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The Contractor shall provide the Commissioner, throughout the duration of the Contract, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.). Completed forms should be emailed to: equalpayact@dol.nj.gov. If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625-110.

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

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

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.