

**BOROUGH OF CARTERET
MIDDLESEX COUNTY, NEW JERSEY**

**Contract Documents and Specifications
for the**

PORT CARTERET DRIVE IMPROVEMENTS

January 2025

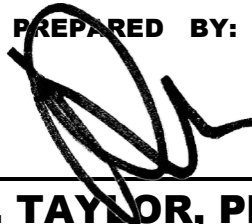
DANIEL J. REIMAN, MAYOR

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CONSULTING AND MUNICIPAL ENGINEERS

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ADVERTISEMENT AND NOTICE TO BIDDERS

Notice is hereby given that sealed Bids will be received by the Borough of Carteret for: **"PORT CARTERET DRIVE IMPROVEMENTS"**, and opened and read aloud at Borough Hall, 2nd Floor Council Chambers, 61 Cooke Avenue, Carteret, New Jersey, 07008 on **Tuesday, February 4, 2025, at 10:00 AM** prevailing local time.

The project consists of the reconstruction and resurfacing of Port Carteret Drive, asphalt milling and paving, concrete curb replacement, full depth concrete pavement repair, drainage improvements, associated work and restoration. Approximate quantities include 2,850 square yards of full depth concrete pavement repair, 4,445 square yards of milling, 700 tons of HMA surface course, 500 linear feet of curb, 455 square yards of concrete sidewalk, associated work and restoration.

Plans, Specifications and Proposal Sheets may be obtained during normal business hours at the office of Trevor J. Taylor, P.E., CME Associates, 1460 Route 9 South, Howell, New Jersey until the opening of bids upon payment of \$100.00 per set. No refunds will be made. The said Contract Documents and Proposal sheets may be examined at the office of the Carteret Municipal Clerk, 61 Cooke Avenue, Carteret, New Jersey 07008.

Neither Owner nor Engineer assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bid Documents, or copies of Bid documents obtained in electronic media form, internet plan rooms or other internet plan sites, or copies of Bid documents obtained from any source other than the Engineer's Office.

Bids must be furnished on the proposal sheets included in the Contract Documents, enclosed in a sealed envelope and addressed to the Mayor and Borough Council, Borough of Carteret, New Jersey and plainly marked on the outside with the name and address of the bidder and the Contract Number and Title. The Borough will not be responsible for late mail deliveries and no bids will be accepted if received after the time stipulated in the Notice to Bidders.

Each bid must be accompanied by a certified check, cashier's check or bid bond of ten (10%) percent of the bid, but not more than \$20,000.00, payable without any conditional endorsement, as a guarantee that in case the contract is awarded to the bidder, the bidder will enter into a contract and will furnish any performance bond or other security required as a guarantee or indemnification.

Each bid must also be accompanied by a certificate of Consent of Surety from a bonding company licensed to do business in the State of New Jersey guaranteeing that if the proposal of the Bidder be accepted, they will furnish the bonds set forth in the Instructions to Bidders.

The successful Bidder will be required to furnish a performance and payment bond in the full amount of the contract price indemnifying the Borough of Carteret, New Jersey for all proceedings, suits or actions of any kind of description and conditional for the faithful performance of the work.

Each Bid must be accompanied by a Certificate of Experience and Certificate of Equipment demonstrating the Bidder's experience, and other documents as outlined in the Instructions to Bidders and Bidders Checklist.

Any contract made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties that delay the contractor's performance, to giving the contractor an extension of time for performance under the contract. For the purposes of this section, "contractor" means a person, his assignees or legal representatives with whom a contract with a contracting unit is made.

The Borough reserves the right to increase or decrease quantities specified, pursuant to applicable laws and regulations, in the manner designated in the Specifications. The Borough shall certify availability of funds prior to the award of the contract.

Pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., Bidders shall provide their Public Works Contractor Registration prior to award of the contract. Likewise, all Subcontractors required to be listed shall provide a Public Works Contractor Registration prior to award of the contract. Further, in accordance

with N.J.S.A. 52:32 44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services prior to award of a contract.

Bidders are required to comply with the requirements of the Americans with Disabilities Act (N.J.S.A.10:5-31 et seq.) and Affirmative Action (N.J.A.C. 17:27) and with the disclosure provisions of N.J.S.A. 19:44A-20.13. t the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended, and the United States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety. The successful Bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

No Bidder may withdraw his Bid for a period of sixty (60) days after the date set for the opening thereof, except as authorized under N.J.S.A. 40A:11-23.3. The Borough Council of the Borough of Carteret reserves the right to reject any Bid in accordance with N.J.S.A. 40A:11-13.2 and any Bid that is deemed not responsible in accordance with law. An award will be made or proposals will be rejected within sixty (60) calendar days after the opening of the proposals, unless Mayor and Council extends the award period.

Respondents shall comply with the said requirements.

RICARDO LLANOS – QUALIFIED PURCHASING AGENT

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SECTION B. INSTRUCTION TO BIDDERS

PART 1 - PRELIMINARY MATTERS

B 1.1 DESCRIPTION OF THE WORK

The Owner proposes the construction of improvements and all appurtenant work necessary at locations detailed on the Contract Plans.

B 1.2 ORGANIZATION OF THE CONTRACT DOCUMENTS

ARRANGEMENT - The Contract Documents consist of five major parts: the Instructions to Bidders, the General Conditions, Supplementary Conditions, Division 1 - General Requirements, and the Specifications - Division 2 through 17 as applicable. In addition, there will be found the Proposal, Itemized Proposal, the Consent of Surety, forms of Bonds, Contract Agreement, and Contract Drawings. Pages are numbered consecutively. Bidders shall verify completeness of Contract Documents and shall immediately notify the Engineer of any missing pages or plan sheets. Definitions may be found in sections B1.5 through B1.9, F-1 and G1.1

CONFLICTS - In case of conflicts between either the Instructions for Bidders, Supplementary Conditions, Division 1-General Requirements, or the Specifications, and the General Conditions, the former four shall always govern.

In case of conflicts between statements in the Contract Documents which are found in parts thereof having the same apparent merit, then the problem will be resolved by considering the Contract and its intent as a whole, and not by merely giving preference to one specific part.

In all cases of conflict, the Engineer shall be sole judge and shall give the final decision.

B 1.3 STATUTORY AND OTHER REQUIEMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of Section C of the Contract Documents.

1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Department of LWD, Construction EEO Monitoring Program and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Department of LWD, Construction EEO Monitoring Program (the Department) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Department and to the public agency compliance officer. The contractor shall

also 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.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of Section C of the Contract Documents and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) and listed subcontractors submit proof of business registration prior to contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 2) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/lse-2.pdf

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

Each Bid submitted shall explicitly represent on the part of the Bidder that he is the only person or persons interested in said Bid; that it is made without any connection with any person submitting another Bid for the same Contract; that the Bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Owner, or any person in the employ of the said Owner is directly or indirectly interested in said Bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

I. NEW JERSEY LOCAL UNIT "PAY TO PLAY" LAW

Any/all applicable provisions of Chapter 19, P.L. 2004 (as amended by Chapter 51, P.L. 2005 and Chapter 66, P.L. 2009), N.J.S.A. 19:44A-20.4 et seq. and Chapter 271, P.L. 2005 shall apply.

J. SUBCONTRACTOR IDENTIFICATION

Bidders must comply with the statutory requirements regarding the identification of subcontractors in accordance with N.J.S.A. 40A:11-16.

K. RECORD RETENTION

In accordance with N.J.S.A. 52:15C-14(d), the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

B 1.4 INSURANCE AND INDEMNIFICATION

Amounts of Insurance required shall be as enumerated in the Supplementary Conditions Article G 5.3. Certificates will be required to document the following and coverage shall be maintained in full force during the life of the Contract:

- B 1.4.1 Workmen's Compensation
- B 1.4.2 Comprehensive General Liability
- B 1.4.3 Automotive Liability
- B 1.4.4.1 Owner's Protective Policy - if required by the Contract Documents, original policy required:
- B 1.4.4.2 Co-Insured - if the Owner's Protective Policy is not required in the Proposal, the Owner and Engineer are to be named as co-insured principals on the Contractor's comprehensive general Liability and automotive liability policies.

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

B 1.5 TIME OF COMPLETION

The successful Bidder shall complete all of the work required by the Contract Documents within the number of calendar days as stipulated in the proposal after the date of Notice to Proceed from the Owner to the successful Bidder.

B 1.6 LIQUIDATED DAMAGES

Amount per calendar day stipulated in the Contract Documents and Contract Agreement.

B 1.7 PROGRESS AND FINAL PAYMENTS

Review carefully the provisions of General Conditions F 14, Supplementary Conditions G 14, and related articles.

B 1.8 DISPUTED WORK

Note carefully the required procedure as to filing of any claims, Article F9.11 and G9.11.1.

B 1.9 MINIMUM WAGE RATES

Not less than prevailing rates promulgated by New Jersey Department of Labor and Workforce Development, and, if the project is partially or totally financed with Federal Funds, prevailing Federal Wage Rates, whichever is greater.

B 1.10 VERBAL STATEMENTS NOT BINDING

The written terms and provisions of these Contract Documents supersede all prior verbal statements of the Engineer or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way whatsoever, the Contract Documents.

B 1.11 LAYOUT SURVEY WORK BY CONTRACTOR

These Contract Documents provide for the furnishing of Primary Reference Points by the Owner. Horizontal and/or Vertical Control reference points are to be protected and maintained. Replacement of disturbed or destroyed reference points shall be by the Owner at the Contractor's expense. Construction layout controls shall be established from the primary reference points by the Contractor's Surveyor as a cost included in the respective Bid Prices.

B 1.12 WATER AND/OR POWER SUPPLY

Note carefully the project site(s) conditions and provisions of the Contract Documents with regard to supply of potable water and/or power to the site(s).

B 1.13 PHOTOGRAPHS - UNLESS WAIVED BY THE TERMS OF THE CONTRACT DOCUMENTS

Pre-construction, Progress, and Final Construction Photographs are required and the cost of same shall be included in the respective Bid Prices.

B 1.14 JOB PROCEDURES

Note particularly the required Job Procedures.

B 1.15 MOBILIZATION TO SEVERAL WORK SITES

The work of this Contract may incorporate improvements at separate locations throughout the Municipality. All mobilization and demobilization costs, including the moving of men, materials and equipment from one improvement site to another improvement site, shall be included in the respective Bid Prices and no separate payment will be made for same.

B 1.16 NO PAYMENT FOR "DOWNTIME"

If in the course of the work of this project, significant "Changed Conditions" are encountered to the extent work must be temporarily halted, particularly due to unanticipated conflict with existing utilities, no payment will be considered for idle time of men or equipment. In such instance, if same should occur, the affected work element shall be halted and the Engineer and affected utility immediately notified. The Engineer shall have a reasonable time to inspect the site and determine the required course of action. It is the Contractor's responsibility to coordinate all utility relocation work with the affected utility company, the Owner, and the Engineer. Accordingly, the utility company shall have reasonable time to relocate an effected utility line. In such a situation, the Contractor may be entitled to an appropriate extension of time and possibly additional compensation for additional work, if any. In all cases, the Engineer shall determine if there is a "Changed Condition" and his decision shall be binding upon the Contractor. A "Changed Condition" shall not include conditions shown on the Contract Plans or Drawings of which the Contractor should have been aware or which the Contractor should have investigated prior to commencing work. An application for an extension of time and/or extra compensation may be filed by the Contractor when the Contractor feels aggrieved by "Changed Conditions" which claim shall be decided by the Engineer.

SECTION B. INSTRUCTION TO BIDDERS

PART 2 - PREPARATION OF BID PROPOSALS

B 2.1 DOCUMENTS INTACT

Bids shall be prepared using the Proposal sheets in Section C of these Contract Documents. THE PROPOSAL SHOULD NOT BE REMOVED FROM THE BOOK AND PRESENTED BY ITSELF. These Contract Documents, together with the Consent of Surety, the Bid Security and all other required Bid submissions, shall be delivered in a sealed envelope bearing the title of the Contract and the name of the Bidder.

B 2.2 BIDDERS RESPONSIBILITY

Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with the local conditions that may in any manner affect performance of the Work, (c) review the information relied upon by the Engineer in preparing the Contract Documents and/or obtain any additional information deemed necessary to determine his Bid Price(s) for performance of the work, (d) familiarize himself with laws, and regulations affecting performance of the Work; and (e) carefully correlate his observations with the requirements of the Contract Documents. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.1 EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the Bid Prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.2 SITE EXAMINATION

Before submitting a Proposal, Bidders shall carefully examine the site, and fully inform themselves as to all existing conditions and limitations. Bidders shall make all necessary investigations to determine the various means of approach and access to the site, to determine the facilities and means for delivery, placing, and operating the necessary construction equipment and for delivering and handling materials at the site, and to inform themselves thoroughly as to all difficulties involved in the completion of all work under this Contract in accordance with its requirements. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.3 REFERENCE MATERIALS AND INVESTIGATIONS

Reference is made to the General Requirements (Division 1) of the Specifications for the identification of those surveys, investigations, and reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work that have been relied upon by the Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Proposal each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid Price for performance of the Work within the terms of the Contract Documents.

B 2.2.4 FAMILIARITY WITH LAWS

Before submitting their Proposal, each Bidder shall fully familiarize themselves with any and all Federal and State Laws and/or local Municipal Ordinances and Regulations affecting the performance of the Work and necessary to determine their Bid Price(s).

B 2.2.5 NO PLEA OF IGNORANCE

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations as required by Sections B 2.2 through B 2.2.4, will be accepted as an excuse for

any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

B 2.2.6 FEDERAL TAX AND STATE SALES TAX (WHERE APPLICABLE)

The Bidder is advised that no Federal Excise Taxes, State or local sales taxes shall be included in any Bid Prices or invoices. Exemption Certificates will be furnished upon request by the Owner.

B 2.3 ADDENDA AND INTERPRETATIONS

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference (If stated in the Notice to Bidders):

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

B 2.4 QUANTITIES APPROXIMATE

The Engineer's Estimate of quantities contained in the Contract Documents is approximate only and Bids shall be submitted upon the following express conditions, which shall apply to and become a part of every Bid received. Bidders shall satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the accuracy of the estimate and shall not at any time after submission of their Bids, dispute such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished, or work to be done.

B 2.5 PROPOSAL FORMS

Proposal Forms must be completed legibly in ink or by typewriter. The Bid Price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence over numbers, and unit prices shall take precedence over total price extensions, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the Total Bid or Alternate Bid Price.

Any Bid which fails to name a price written both in words and figures, per unit of measurement, for each of the items for which quantities are given may be held to be irregular and may be rejected. All blank spaces in said proposal must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Proposals that contain any omissions, alterations, additions or items not called for in the itemized Proposal, or that are unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as irregular.

All names must be typed or legibly printed in ink below the signature(s).

B 2.5.1 CORPORATIONS

Proposals submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer) and accompanied by evidence of authority of the individual to sign and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

B 2.5.2 PARTNERSHIPS

Proposals submitted by partnerships must be executed in the partnership name and signed by a partner, his name and title must appear under his signature and the official address of the partnership must be shown below the signature.

B 2.6 RECEIPT OF ADDENDA ACKNOWLEDGED

The Proposal shall contain an acknowledgment of receipt of any and all Addenda (the numbers of which shall be filled in on the Proposal Form).

B 2.7 BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

In the event the successful Bidder fails or refuses to execute and deliver the Contract and required bonds and policies or certificates of insurance within the time specified in the Notice of Award, the Owner may direct that the Bid Security deposited by such Bidder be forfeited as liquidated damages for such failure or refusal, and may annul the initial Notice of Award, and thereafter award to the next apparent lowest Bidder, or otherwise dispose of the Contract as permitted by law and best serving the Owner's interest. Nothing in the Specifications and Contract Documents shall prevent Owner from seeking recovery for actual damages exceeding the limit of the Bid Security.

B 2.8 CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective

subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

B 2.9 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as may be requested including information on all proposed subcontractors. The Owner reserves the right to reject any Bid if the evidence submitted or the investigation of such Bidder fails to satisfy the Owner that such a Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the allotted Contract Time.

To demonstrate his qualifications for the project the Bidder is required to furnish, among other items, the following information with his Bid:

- a. A detailed list of the plant and equipment which the Bidder proposes to use, indicating which portions he already possesses, and, if requested in the Contract Documents, a detailed description of the method and program of work he proposes to follow. The information contained in these papers is for the guidance of the Owner in awarding the Contract.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the State of New Jersey. If a partnership, a statement of the names and residences of its members indicating, which are general and which are special partners. If an individual, a statement of his residence.
- c. A sworn statement giving a detailed list of contract work of the nature specified that he has been engaged upon in the past ten years with information as to location, exact nature and extent of the work, cost of the projects, under whose jurisdiction the work was performed and references with whom to correspond.
- d. A list of technically experienced employees in the various branches of the work Bid upon, with a brief summary of their experience and qualifications and also the name of the proposed field superintendent.
- e. If requested in the Contract Documents, furnish a certified or audited financial statements showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission. All information will be used merely for the purpose of determining the qualifications of a low Bidder. This term shall not apply to Contract Documents in which a certified check, cashier's check, bid bond, or a surety company certificate bond is required.
- f. A detailed list of insurance companies from whom the bidder has secured insurance from for the past two (2) years for purposes of performing contract work, specifying whether or not the insurance has been cancelled at any time and setting forth the exact nature and extent of the cancellation, including whether or not the cancellation was the result of a failure to pay insurance premiums or to otherwise qualify for insurance, together with a statement setting forth the number of days of delay caused by insurance cancellation.

B 2.10 NON-COLLUSION AFFIDAVIT

All Bidders must execute the Non-Collusion Affidavit and furnish same with their Bid Proposal on the form provided (see also B 1.3 H).

B 2.11 DISQUALIFICATION UPON REFUSAL TO WAIVE IMMUNITY

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or any public department agency, or official of the State, or of any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, may be disqualified from thereafter selling to or submitting Bids to or receiving awards from or entering into

any contract with the Owner, or any public department or official thereof, for goods, work or service, for a period of five (5) years after such refusal to sign a waiver of immunity; and

- b. any and all contracts made with the Owner of any public department, agency or official thereof, since July 1, 1959 by such person and any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the Owner, without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

B 2.12 CORPORATE RESOLUTION

All Bidders who are corporations must execute a corporate resolution, in substantially the same form as that included in the Contract Documents, identifying and providing authority for the individuals signing the Proposal to submit the Bid on behalf of the corporation and, if awarded the Contract, to execute the Contract Agreement on behalf of the said corporation.

B 2.13 SUBCONTRACT WORK

If the Bidder intends to subcontract any portion of the work of the project to any subcontractor, he shall first satisfy himself that any proposed subcontractor is competent to perform such work and not barred from public contract work pursuant to State of New Jersey N.J.S.A. 34:11-56.37 and N.J.S.A. 34:11-56.38. A list of debarred contractors from the New Jersey State Department of Labor is available from the Engineer. The Contractor should contact the State Department of Labor for the most current list available.

Before submitting a bid, the Bidder shall completely familiarize themselves with Section 40A:11-16 of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11). If the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus steam power plants and kindred work, electrical work, structural steel and ornamental iron work, the name and address and license number (if applicable) of each subcontractor to be used for each of these categories of work shall be listed on the form provided in the Contract Documents.

Submission of the names and addresses of the subcontractors as required by N.J.S.A. 40A:11-16 is essential and non-waivable. Bidders and subcontractors are also required to comply with all provisions of the Public Works Contractor Registration Act.

Where more than one subcontractor is listed for any one of the above mentioned trades, the bidder must submit a signed certificate setting forth the scope of work for which each subcontractor has submitted a price quote and which the bidder has agreed to award to each such subcontractor if the bidder is awarded the contract. This certificate must be submitted with the bid. Failure to comply with these statutory requirements will result in the bid being deemed non-responsive and an award made to the next lowest responsive bidder.

In the Bid Proposal, on the form provided, the Bidder should indicate other items he intends to subcontract and the aggregate value of the intended subcontract work. Failure to list other subcontractors may result in the bid being deemed non-responsive. If awarded the Contract, subcontractors, if any, shall be subject to the approval of the Owner and shall be bound to the Contractor by all applicable provisions of the Contract Documents as provided in Section G - Supplementary Conditions.

In accordance with section B 2.9 of these Contract Documents, Bidders should be prepared to provide additional information regarding any and all subcontractors, if requested, to assist in determining the ability of the bidder to perform the work.

B 2.14 SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with advertisement, with a copy of said notice being attached hereto and made a part of these Contract Documents.
- B. Sealed bids will be received by the designated representative at the time and place as stated in the Notice to Bidders.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular mail, overnight mail or courier/shipper services. If the bid is sent by express mail service, the designation in C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the Bid Documents, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

B 2.15 BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or

suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these Contract Documents. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION B. INSTRUCTION TO BIDDERS

PART 3 - OPENING OF BIDS, COMPARISON, AWARD AND EXECUTION OF CONTRACT

B 3.1 OPENING OF BIDS

Bids will be received at the local prevailing time and place identified in the Advertisement and Notice to Bidders, or at such postponed local prevailing time and place identified in any formal addenda issued by the Owner prior to the time set for such opening.

B 3.2 WITHDRAWAL OF BIDS

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

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to **Purchasing Agent, Borough of Carteret, 100 Cooke Ave., Carteret, NJ 07008.** The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, **Ricardo Llanos, QPA,** may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

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

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

B 3.3 EVALUATION AND COMPARISON OF PROPOSALS

Proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item multiplied by the corresponding unit prices, and including any lump sum prices or allowances on individual items, in accordance with the estimate of quantities set forth in the Proposal form, and including the correction of any conflicts or discrepancies as provided in Article B 2.5.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, the information requested in B 2.9, whether or not the Proposals comply with the prescribed requirements, and alternates and supplemental unit prices if requested in the Bid Forms. The Owner may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents and to provide assurances to Owner's satisfaction within the prescribed time for completion of the contract.

Included with the Bids, the Owner requests information regarding the identity, qualifications and current work commitments of proposed subcontractor(s) and/or proposed suppliers of principal materials or items of equipment which may have significant bearing upon the Bidder's qualifications to complete the project work in full accordance with the terms and conditions of the Contract Documents and within the allotted Contract Time.

B 3.4 METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the proposal and form of contract. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section B 3.13, Termination of Contract, Sub-section E, for additional information.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

B 3.5 CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2.

B 3.6 UNBALANCED BIDS, INFORMALITIES AND/OR IRREGULARITIES

The Owner may reject bids determined to be unbalanced in that the bidder "front loads" a higher percentage of the overall bid price for items to be completed early in the project than can be justified for such bid items.

The Owner may consider informal, or irregular, any Bid not prepared and submitted in accordance with the provisions stipulated.

The Owner reserves the right to waive any informalities in the Bids, and the right to disregard any and all non-conforming or conditional Bids or counter proposals.

B 3.7 AWARD OF CONTRACT

As defined herein, experience, competency, responsibility, and availability of the Bidder shall include, but not be limited to, satisfactory completion of the information requested in B 2.9 and the demonstration that the Bidder is able to complete the project in a timely manner, has a history of completing projects in a timely manner and demonstrates financial responsibility, including, but not limited to, a history of consistent insurability and bonding without cancellation.

If the Contract is awarded, after comparison of the amounts of the various Bids and evaluation of the experience, competence, responsibility and availability of the Bidders, it will be awarded to the lowest responsible, responsive Bidder, and formalized by public resolution of the Owner within 60 calendar days of the date of receipt of Bids.

B 3.8 NOTICE OF AWARD

After formal action by the Owner to award the Contract, the Engineer or Purchasing Agent will furnish the successful Bidder with three (3) sets of the Contract Documents and an official "Notice of Award" for timely execution of the Contract Agreement by said successful Bidder (all three copies) and return of same, together with required original bonds and insurance policies and/or certificates and any other requirements of the Notice of Award, ready for endorsement by appropriate officials of the Owner and review by Owner's Attorney.

B 3.9 CONSTRUCTION DRAWINGS ISSUED BY OWNER

After the award and prior to signing of the Contract, the Engineer will furnish the successful Bidder with a complete set of Drawings designated "For Construction". These Drawings will incorporate revisions made by addendum during the Bidding period, dimensional changes and any other changes and additions needed to clarify or correct the drawings used for Bidding purposes. The successful Bidder shall review these revised Drawings and if he takes exception to any of the changes made, he shall notify the Owner in writing accordingly prior to the signing of the Contract.

B 3.10 BONDS**PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount equal to 20% of the final installed project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

B 3.11 INSURANCE

Also see B 1.4

Insurance policies and/or certificates of insurance providing not less than the required types and amounts of coverage as required by the Supplementary Conditions - Section G of the Contract Documents, and issued by an acceptable insurance company licensed to provide such insurance in the State of New Jersey, shall be furnished with the aforementioned Contract Documents, including fully executed Contract Agreement, and required bond(s), and within 10 days of receipt of the "Notice of Award".

All such certificates or policies of insurance must provide for not less than thirty (30) days notice to the Owner and Engineer of any pending modification, cancellation, or reduction of the coverage provided. Any statement of cancellation shall include the reason for cancellation. If and in the event insurance is canceled during the contract due to the action or inaction of the Contractor or non-payment of premium by the Contractor, then the Contractor shall be charged five-hundred dollars (\$500.00) to defray the administrative cost and expense of the Engineer and Attorney for the Owner for each new policy and certificate that must be reviewed and approved.

B 3.12 NO REFUND OF FEES PAID FOR CONTRACT DOCUMENTS

Fees, if any, required to be paid and paid as required by the Advertisement and Notice to Bidders for copies of the Contract Documents are non-refundable and will not be returned under any circumstances.

The Owner and Engineer in making copies of the Contract Documents available to prospective Bidders do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

B 3.13 TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

B 3.14 PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.
- C. If it is determined that N.J.S.A. 2A:30A-1 as amended, which provides for the imposition that interest be paid on certain municipal contracts in instances where bills are unpaid after thirty days from the date they are received by the municipality, is applicable to this Contract, then the Contractor herein specifically waives any entitlement pursuant to the Statute and further if the State or any other entity imposes interest pursuant to the Statute, the Contractor herein specifically agrees to hold the municipality harmless and to indemnify the municipality for any interest imposed pursuant to the aforementioned statute. Therefore, should the municipality be compelled to pay this interest by law to the Contractor, the Contractor would refund or offset the same amount under this indemnification and hold harmless agreement with the municipality.

B 3.15 SELECTION OF RESPONSIBLE CONTRACTORS

The Owner recognizes that there is a need to ensure that all work on significant public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

In order to effectuate the purpose of selecting responsible contractors for significant public contracts and to protect Owner investments in such contracts, prospective contractors and subcontractors should meet applicable standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, expertise, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity consistent with the Local Public Contracts Law.

Due to the critical impact that skilled construction craft labor has on public works projects and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages the Owner, as adopted by

ordinance, requires contractors and subcontractors to independently, or through agreement with other organizations, provide craft training for journeymen and apprenticeship levels through a bona fide apprenticeship training program approved by and registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, for the purpose of both promoting successful project delivery and ensuring future workforce development.

The Owner requires compliance with the provisions of this Section by business entities seeking to provide services to the Owner as specified herein. The contents of this Section are intended to supplement, not replace, existing contractor qualifications and performance standards or criteria currently required by law or public policy and as set forth under the Local Public Contracts Law. However, in the event that any of the provisions of this Section conflict with any law or public policy of the Owner or of the Local Public Contracts Law, same shall preempt this Section.

All contractors and subcontractors of any tier that perform work valued at over \$100,000 on any public works facility or public works project, including construction, alteration, renovation, repair, service, or maintenance work, are required to comply with this Section.

All firms engaged in contracts covered by this section shall be qualified, responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics pursuant to the Local Public Contracts Law under N.J.S.A. 40A:11-1 et seq.

The Contractor shall complete the Schedule A "Apprenticeship and Training Program" bid form attachment for submission with the bid.

The governing body of the Borough of Carteret shall have the right to disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the governing body finds that it has had prior negative experience with the bidder as set forth in the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-4.

SECTION BB
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BB.1 AUTHORIZATION OF CONTRACT

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

BB.2 WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (telephone: 609-292-2259). The state wage rates in effect at the time of award will be made a part of this contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25 et seq.).

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

BB 3 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 to the District Office, Bureau of Local Aid, a materials questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-state approved source will be considered non-participating. The contractor is also notified that the District Office, Bureau of Local Aid, must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction. All inquiries regarding state involvement in the project may be directed to:

Pavan Sheth
Project Management Specialist 3
Bureau of Local Aid
New Jersey Department of Transportation
1035 Parkway Avenue
PO Box 600
Trenton, NJ 08625

Phone: (609) 963-2020

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 Building and Construction, Bureau of Contractor Qualifications (Telephone: 609-292-5022).

FOREIGN MATERIALS

The attention of the contractor is directed to all existing Federal and State statutes and regulations which prohibit on any public work the use, by the contractor or subcontractor, of materials produced or manufactured outside the United States of America. Exceptions to this prohibition, upon the findings of the engineer, are allowed only where its enforcement would be inconsistent with the public interest or where the material is not produced or manufactured in the United States in commercial quantities and of a sufficient quality.

If the engineer finds that in the performance of the contract there has been a failure to comply with the provisions relative to foreign materials, he shall make public his findings and no other contract for the construction of any public work by this contracting agent shall be awarded to such contractor, or to any partnership, association or corporation with which such contractor is associated or affiliated, within a period of three years after such finding is made public.

Where the use of foreign material is allowed, such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United States shall be delivered to a location, approved by the engineer, where they shall be retained until examination can be completed.
2. The contractor shall arrange, at his expense, any testing which the engineer feel necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a certificate of compliance. In addition, certified mill test reports shall be attached to the certificate of compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of compliance shall contain the following information:
 - A. Project to which the material is consigned.
 - B. Name of the contractor to which the material is supplied.
 - C. Kind of material supplied.
 - D. Quantity of material represented by the certificate.
 - E. Means of identifying the consignment, such as label marking, seal number, etc.
 - F. Date and method of shipment.
 - G. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
 - H. Signature of a person having legal authority to bind the supplier.
 - I. Signature attested to by a notary public or other properly authorized person.

On projects utilizing federal funds, the contractor's particular attention is directed to the federal statutes and regulations which establish the "Buy American" requirements applicable to the project. The contractor must comply with these requirements in addition to those provided under applicable state law.

PROPOSAL AND SCHEDULE OF BIDS

BIDDERS PROPOSAL

PROJECT IDENTIFICATION:**PORT CARTERET DRIVE IMPROVEMENTS**THIS BID IS SUBMITTED TO:

Borough of Carteret
 Municipal Building
 61 Cooke Avenue
 Carteret, New Jersey 07008

 BIDDERS NAME

- C 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- C 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
- C 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- a. BIDDER has examined copies of all the Bidding Documents and of any Addenda.
 - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents as provided in paragraph F 4.02 of the General Conditions, and accepts the determination set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
 - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in [c] above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph F 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

PROPOSAL AND SCHEDULE OF BIDS

- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over OWNER.
- i. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his Bid:

	<u>ITEM</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
[1]	Contractor's Field Office is		X
[2]	Engineer's Field Office is		X
[3]	Project Photographs are	X	
[4]	Owner's Protective Insurance Policy		X
[5]	Owner and Engineers named as Co-Insured parties on Contractor's Liability Insurance policies is	X	
[6]	A Performance and payment Bond in the amount of 100% of the contract amount is	X	
[7]	A Two-Year Maintenance Bond in the amount of 20% of the contract amount is	X	
[8]	Project is partially funded with Federal Grant funds and compliance with applicable minimum Federal Wage rates, and other grant related applicable regulations is		X
[9]	Project sign is		X
[10]	Public Works Contractors Registration (PL 1999x.238) Compliance	X	
[11]	Uniformed Law Enforcement Officers (traffic directors)	X	

- j. If awarded the Contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127, as amended and supplemented.
- k. If awarded the Contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150, as amended and supplemented.

C 4. The mandatory requirements have been completed and are included on the following pages.

PROPOSAL AND SCHEDULE OF BIDS

BID DOCUMENT SUBMISSION CHECKLIST

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid if Checked		Initial each item Submitted with Bid
√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
√	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
√	Corporate Disclosure Statement, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
√	Checklist of required documents signed below	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

Required with submission of bid	Initial each item submitted with bid (Bidder's initials)	Required with submission of bid	Initial each item submitted with bid (Bidder's initials)
√	A Bid Proposal Form	√	Affirmative Action Requirements
√	Bidder's Qualification Sheet		Bidders Personnel
√	Experience Sheet	√	Submission of a Non-Collusion Affidavit
√	Business Registration Certificate for General & All Subcontractors	√	Resolution of Authorization if Bidder is a Corporation
√	Comply with ADA requirements	√	Certification of Bidder showing that Bidder owns, leases, or controls any necessary equipment
√	Prevailing Wage Act Language and Certification	√	Corporate Resolution (if applicable)
√	Prohibited Russia-Belarus Activities & Disclosure of Investment Activities in Iran	√	Certification of Non-Debarment
√	Digital/scanned copy of submission provided with the bid (USB drive or compact disc)		

All items in Section A as well as Section B are required to be submitted at the time of the bid opening. The following items, as checked, shall be required after award of the contract:

- Performance Bonds √
- Certification of Insurance √
- Signed Contracts √
- Maintenance Bond √
- State Public Works Contractors Registration for General & All Subcontractors √

PROPOSAL AND SCHEDULE OF BIDS

If you are chosen as the lowest responsible bidder, you will be required to provide the Disclosure of Investment Activities in Iran Form, the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form, and a copy of the State Public Works Contractors Registration Certificate. Contractors must be registered before the date of the bid.

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

PROPOSAL AND SCHEDULE OF BIDS

ACKNOWLEDGEMENT OF ADDENDA AND/OR NOTICE CERTIFICATE

Receipt of the following addenda and/or notice(s) is hereby acknowledged:

(Bidder to fill in)

Number

Date Issued

_____ No Addenda and/or Notices received.

Bidder

By (Print Name and Title)

Signature

PROPOSAL AND SCHEDULE OF BIDS

BID SECURITY

This Proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Cashier's check _____
- C. Cash _____

the amount of _____ (\$ _____)

payable to Borough of Carteret

The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to and retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid.

In compliance with the Laws of the State the Bidder is:

- An Individual _____
- A Partnership _____
- A Corporation _____

of _____ having principal offices at

PROPOSAL AND SCHEDULE OF BIDS

CONSENT OF SURETY

In consideration of the premises and of one dollar to it in hand paid by the _____, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made; be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Owner and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded it will pay, on demand, to the said Owner any difference between the sum bid by said corporation, person or persons and the sum which the said Owner may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ day of _____ 20_____.

ATTEST:

BY _____

Surety (SEAL)

ATTEST:

BY _____
Title

PROPOSAL AND SCHEDULE OF BIDS

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding
in connection with the above named project; and that all statements contained in said proposal and
in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by _____.

Signature

(Type or print name of affiant under signature)

PROPOSAL AND SCHEDULE OF BIDS

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

PROPOSAL AND SCHEDULE OF BIDS

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

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

PROPOSAL AND SCHEDULE OF BIDS

CERTIFICATE OF EXPERIENCE

_____ hereby certify that
_____ have performed

the following work of similar scope within the last five (5) years:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

COPY THIS FORM FOR ADDITIONAL PROJECTS AND ALL SUBCONTRACTORS

BIDDER

BY

TITLE

PROPOSAL AND SCHEDULE OF BIDS

**PROHIBITED RUSSIA-BELARUS ACTIVITIES
& DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

NAME OF PERSON OR ENTITY: _____

PART 1: CERTIFICATION**COMPLETE PART 1 BY CHECKING ONE OF THREE BOXES BELOW.**

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:**CONTRACT AWARDS AND RENEWALS**

I certify, pursuant to law, that neither the person or entity listed above, nor any parent, entity, subsidiary, or affiliate appears on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to N.J.S.A. 52:32-60.1 or investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **(Skip Part 2 and sign and complete the Certification below.)**

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent, entity, subsidiary, or affiliate appears on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to N.J.S.A. 52:32-60.1. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **(Skip Part 2 and sign and complete the Certification below.)**

IF UNABLE TO CERTIFY

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

PROPOSAL AND SCHEDULE OF BIDS

PART 2: ADDITIONAL INFORMATION

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

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

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Owner is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____

SIGNATURE: _____

TITLE: _____ **DATE** _____

PROPOSAL AND SCHEDULE OF BIDS

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

The contractor and the **Borough of Carteret**, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this

contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of the Americans with Disabilities Act of 1990 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of the Americans with Disabilities Act of 1990.

PROPOSAL AND SCHEDULE OF BIDS

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

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

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

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

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

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

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

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

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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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (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 Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, 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 Division.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

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**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS
(N.J.S.A. 40A:11-16.7)

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

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

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

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

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

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

c. A contract subject to this section shall include the following change in character of work provisions:

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(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

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**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

GOODS AND SERVICES CONTRACTS

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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NOTICE OF DISCLOSURE REQUIREMENT “PAY TO PLAY”

P.L. 2005, Chapter 271, Section 3 Reporting, (N.J.S.A. 19:44A – 20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

Vendor initial and Date

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RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board of

Directors held on the _____ day of _____, 20_____.

SEAL OF CORPORATION
(if applicable)

Secretary

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PREVAILING WAGE ACT LANGUAGE AND CERTIFICATION

Attached hereto and incorporated herein is(are) the Department of Labor and Workforce Development prevailing wage determination(s) for the locality and craft(s) that will be employed in the performance of work under this contract. It is hereby stipulated that each individual who performs work under this contract shall be paid not less than the prevailing wage rate to which that worker is entitled under the New Jersey Prevailing Wage Act, as reflected in the appropriate Department of Labor and Workforce Development prevailing wage determination.

In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises 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 public body, any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leasing or will be leasing a property or premises for any excess costs occasioned by the termination of 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.

By signing below, I hereby certify that the Prevailing Wage Rates as required by the New Jersey Prevailing Wage Act will be paid as required for work performed under this contract.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

In accordance with Borough Ordinance #15-15, the undersigned hereby certifies that the Bidder and their subcontractors contracted to perform the following tasks do or will provide or participate in an apprenticeship and training program approved and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or a State Apprenticeship Agency to provide craft training for Journeyman and apprentice levels. Bidder must list each respective training program.

Name of Craft Group (as applicable)	Training Program
Air Conditioning and Refrigeration	
Boilermaker	
Bricklayer/Stone Mason	
Carpenter	
Carpenter – Resilient Flooring	
Cement Mason	
Driver	
Drywall Finisher	
Electrician	
Electrician – Tele-data	
Glazier	
Heat and Frost Insulator	
Ironworker	
Laborer – Building	
Laborer – Heavy and General	
Millwright	
Operating Engineer	
Operating Engineer – Field Engineer	
Painter – Line Striping	
Painter – New Construction	
Paperhanger	
Pipefitter	
Plasterer	
Plumber	
Roofer	
Sheet Metal Sign Installation	
Sheet Metal Worker	
Sprinkler Fitter	
Tile Finisher	
Tile Setter – Ceramic	
Tile Setter – Marble	
Tile Setter – Mosaic & Terrazzo	
Truck Driver	
Truck Driver – Material Delivery Driver	
Welder	

NAME: _____

POSITION: _____

(CORPORATE SEAL)

COMPANY: _____

SIGNATURE: _____

DATE: _____

This certificate must be completed executed and submitted with the bid.
Failure to complete execute and submit will result in the bid not being accepted.

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INSTRUCTIONS TO BIDDERS – PERFORMANCE OF PLUMBING WORK

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with NJSA 45:14C-2 and NJAC 13:32-1.3. These provisions require that plumbing work on such a contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity.

Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the entity submitting the bid. Alternatively, if a bidder intends to perform such work through use of a subcontractor, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the subcontractor.

INSTRUCTIONS TO BIDDERS – PERFORMANCE OF SPECIALTY TRADE WORK

In the event a general contractor will be required to furnish (1) plumbing and gas fitting and kindred work; (2) steam power plants, steam and hot water heating and ventilating apparatus and kindred work; (3) electrical work; and/or (4) structural steel and ornamental iron work, the general contractor must complete all of the sections on the following form in order to provide the required information demonstrating that either its subcontractors, its own employees or the bidder himself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract. If the contract does not involve any of the specialty trade categories, insert the word "NONE" in each appropriate space provided. The completed form must be submitted with the general contractor's bid.

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

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

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IDENTIFICATION OF SUBCONTRACTORS
N.J.S.A. 40A:11-16

Subcontractors of the four (4) trade categories listed on this page must be set forth in accordance with N.J.S.A. 40A:11-16. If the contract does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

DO NOT LEAVE ANY SPACE BLANK (see instructions on previous page)

- 1. Plumbing and Gas Fitting and All Kindred Work **(Not Required By Contract)**:

Name: _____

Address: _____

License Number(s): _____ Name(s) of License Holder(s): _____

- 2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work **(Not Required By Contract)**:

Name: _____

Address: _____

License Number: Not Applicable

- 3. Electrical Work **(Not Required By Contract)**:

Name: _____

Address: _____

License Number(s): _____ Name(s) of License Holder(s): _____

- 4. Structural Steel and Ornamental Iron Work **(Not Required By Contract)**:

Name: _____

Address: _____

License Number: Not Applicable

Bidder

By (name and title)

Signature

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IDENTIFICATION OF OTHER SUBCONTRACTORS

In addition to listing the subcontractors required by NJSA 40A:11-16 on the previous page, it is requested the bidder list the name and the address of the subcontractors intended to perform other categories of work on this project. Failure to list all other subcontractors may result in the bid being deemed non-responsive and subject to rejection.

CATEGORY

NAME AND ADDRESS

DRAINAGE AND PIPE
CONTRACTOR

PAVING CONTRACTOR

CONCRETE CONTRACTOR

LANDSCAPING CONTRACTOR

STRIPING CONTRACTOR

OTHER (SPECIFY)

OTHER (SPECIFY)

OTHER (SPECIFY)

EXPERIENCE STATEMENTS SHOULD BE PROVIDED FOR ALL LISTED CONTRACTORS OR SUBCONTRACTORS IN THE FORM SET FORTH AT PAGE C-14.

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BIDDERS DATA SHEET

By _____ (SEAL)
(Name of Individual, Partnership, Corporation, LLC, or Joint Venture*)

Individual Partnership Corporation LLC Joint Venture

doing business as _____

(State of Incorporation)

By _____
(Name and Title of Person Authorized to Sign)

(Signature)

Attest _____
(Secretary)

*If Bidder is joint venture, each joint venture partner must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.

Contact Information

Project Manager: _____

Business Address: _____

Phone Number: _____ Fax Number: _____

Mobile Phone: _____ Email Address: _____

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SCOPE OF ALLOWANCE FOR WORK NOT SPECIFIED ITEM

The contractor shall make an allowance in his bid for any modifications or additions associated with construction of the project including any incidental or additional material, services or appurtenances not specifically described in the specifications but required to satisfactorily complete the project, (Bid Item 35). All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for any unknown items of work.

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing work not specified. To qualify for payment, work must be ordered by the Engineer in writing.

The contractor shall allow **\$50,000.00** for this item to cover the work in Bid Item 35. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of any portion of the allowance. If no work is done under this item, the full amount of **\$50,000.00** shall not be paid by the Owner to the contractor.

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THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
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6. Fuel Price Adjustment

2,100 Dollars

\$ 1.00 /DOL
Figures

\$ 2,100.00
Figures

WRITE UNIT PRICE BID: One Dollar and Zero Cents

_____ PER DOLLAR

7. Asphalt Price Adjustment

4,200 Dollars

\$ 1.00 /DOL
Figures

\$ 4,200.00
Figures

WRITE UNIT PRICE BID: One Dollar and Zero Cents

_____ PER DOLLAR

8. Clearing Site

1 Lump Sum

\$ _____ /LS
Figures

\$ _____
Figures

WRITE UNIT PRICE BID: _____

_____ PER LUMP SUM

9. Remove Existing Curb or Curb and Gutter (Include Sawcutting)

525 Linear Feet

\$ _____ /LF
Figures

\$ _____
Figures

WRITE UNIT PRICE BID: _____

_____ PER LINEAR FOOT

10. Excavation, Unclassified

150 Cubic Yards

\$ _____ /CY
Figures

\$ _____
Figures

WRITE UNIT PRICE BID: _____

_____ PER CUBIC YARD

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
------	-------------	------------	---

21.	Reset Manhole Frame and Cover (only if and where directed)		
	4 Units	\$ _____ /UN Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER UNIT

22.	Concrete Sidewalk, 4" Thick		
	455 Square Yards	\$ _____ /SY Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER SQUARE YARD

23.	Detectable Warning Surface		
	12 Square Yards	\$ _____ /SY Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER SQUARE YARD

24.	8" x 20" Concrete Vertical Curb		
	500 Linear Feet	\$ _____ /LF Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER LINEAR FOOT

25.	Traffic Lines, Double Yellow		
	3,000 Linear Feet	\$ _____ /LF Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER LINEAR FOOT

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
------	-------------	------------	---

31.	Cleaning Existing Pipe		
	1,900 Linear Feet	\$ _____ /LF Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER LINEAR FOOT

32.	Topsoil Spreading, 4" Thick		
	250 Square Yards	\$ _____ /SY Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER SQUARE YARD

33.	Fertilizing and Seeding, Type A-4		
	250 Square Yards	\$ _____ /SY Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER SQUARE YARD

34.	Straw Mulching		
	250 Square Yards	\$ _____ /SY Figures	\$ _____ Figures

WRITE UNIT PRICE BID: _____
 _____ PER SQUARE YARD

35.	Allowance for Work Not Specified (only if and where directed)		
	1 Allowance	\$ <u>50,000.00</u> /AL Figures	\$ <u>50,000.00</u> Figures

WRITE UNIT PRICE BID: Fifty Thousand Dollars and Zero Cents
 _____ PER ALLOWANCE

PROPOSAL AND SCHEDULE OF BIDS

Total of Prices Bid based upon Estimated Quantities for above listed **Items 1 through 35** inclusive.

Dollars.

(Amount – Figures)

(Amount – Written)

TIME FOR COMPLETION of this Contract is **120** calendar days.

Quantities are not guaranteed. Final payment will be based on actual quantities.

C 5. BIDDER agrees that the Work will be substantially complete within **90** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within **120** calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

C 6. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

BIDDER NAME _____

MAILING ADDRESS _____

C 7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract include as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20_____.

Contact Information

Project Manager: _____

Business Address: _____

Phone Number: _____ Fax Number: _____

Mobile Phone: _____ Email Address: _____

NOTICE OF AWARD

Dated: _____

TO: _____
(Bidder)ADDRESS: _____
_____OWNER'S PROJECT NO. **HCA00623.01**PROJECT: **PORT CARTERET DRIVE IMPROVEMENTS**CONTRACT FOR **Base Bid Items 1 through 35 Inclusive**
(Indicate total Work, alternates or section of Work awarded)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for Base Bid items **1** through **35**, inclusive. The Contract Price of your contract is \$_____.

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award that is by _____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B1.3.6) General Conditions (paragraph F5.1) and Supplementary Conditions (paragraph G5.1).
3. Other conditions:
 - A. Certificates of insurance in not less than the required amounts, types and form per F5.3 and G5.3.7, inclusive.
 - B. Owners and Engineer's Co-Insurance Certificate in proper form and substance per G5.3.2.
 - C. Progress schedule per F2.6, G2.6.4 and 1-2.6.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED SUM

THIS AGREEMENT made as of the _____ day of _____ in the year 2025 by and between:

THE BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY
61 COOKE AVENUE, CARTERET, NEW JERSEY 07008
(hereinafter called OWNER)

and

(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

D 1. WORK. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

The project consists of the reconstruction and resurfacing of Port Carteret Drive, asphalt milling and paving, concrete curb replacement, full depth concrete pavement repair, drainage improvements, associated work and restoration. Approximate quantities include 2,850 square yards of full depth concrete pavement repair, 4,445 square yards of milling, 700 tons of HMA surface course, 500 linear feet of curb, 455 square yards of concrete sidewalk, associated work and restoration.

D 2. ENGINEER. The Project has been designed by:

TREVOR J. TAYLOR, PE, PP, CME, CFM
Consulting Engineer
CME ASSOCIATES
1460 Route 9 South
Howell, NJ 07731

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

D 3. CONTRACT TIME. Time is of the essence for this Contract. Substantial Completion to be within 90 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions or modified in the Supplementary Conditions. Final completion and ready for final payment in accordance with paragraph 14.13 of the General Conditions to be within 120 days from the date when the contract time commences to run. If the work is not fully operational within 120 calendar days, the contractor shall be subjected to liquidated damages in the amount of \$500.00 per day which is the cost associated with the delay only.

OWNER and CONTRACTOR have agreed upon these liquidated damages in recognition of the difficulty in calculating actual damages which will be suffered on account of delay in completion of the work within the time required and as a reasonable estimate of such damages, not as a penalty. Nothing, however, shall prevent OWNER from recovering against CONTRACTOR actual damages suffered by reason other than delay in completion of the work within the time required.

D 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

SEE PROPOSAL BID FORM

D 5. APPLICATIONS FOR PAYMENT. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.

D 6. PROGRESS AND FINAL PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER, on or about the 4th Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions and Supplemental General Conditions Section 14.2.1.

D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:

98% of the Work completed

D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.7 of the General Conditions and/or retainage indicated under Supplementary Conditions.

D 6.3. Upon final completion of the Work and settlement of all claims, OWNER shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.

D 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

D 7.1. This Agreement,

D 7.2. Exhibits to this Agreement (if any),

D 7.3. CONTRACTOR'S Bid and Bonds,

D 7.4. Notice of Award,

D 7.5. Instructions to Bidders,

D 7.6. General Conditions,

D 7.7. Supplementary Conditions,

D 7.8. Specifications – Special Provisions and Division 1

D 7.9. Drawings as listed in Section "H" of the Contract Documents,

D 7.10. Addenda numbers ___ to ___, inclusive, and

D 7.11. Any modifications, including Change Orders, duly delivered after execution of this Agreement.

D 8. MISCELLANEOUS

D 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

D 8.2. Neither OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER.

- D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

D 9. OTHER PROVISIONS

- D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Drawings are entitled as indicated in Section H - Contract Drawings.
- D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.
- D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.
- D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner.

The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

- D 9.5. Equal Employment Opportunity/Affirmative Action. Refer to Section B 2.12.
- D 9.6. State Grant Funds. When a contractor is partially funded by a State Grant:

CONTRACTOR agrees to furnish materials and/or install and construct improvements in strict compliance with the Contract Documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling tests results determined in accordance with the Contract Documents which disclose defective or substandard WORK.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

The Agreement will be effective on _____, 20_____.

OWNER: BOROUGH OF CARTERET

CONTRACTOR: _____

BY: DANIEL J. REIMAN
(NAME)

(NAME)

MAYOR
(TITLE)

(TITLE)

(SIGNATURE)

(SIGNATURE)

ATTEST _____
CARMELA POGORZELSKI, MUNICIPAL CLERK

ATTEST _____
(CORPORATE SECRETARY)

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

Borough of Carteret
ATTN: Carmela Pogorzelski, RMC
61 Cooke Avenue
Carteret, NJ 07008

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

OWNER'S SEAL

CONTRACTOR'S SEAL

SECTION E

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

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

_____ as Principal and _____

_____ as Sureties, are hereby held and firmly bound unto the Borough of Carteret in the penal sum of _____ Dollars, for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the above named principal did on the _____ day of _____ 20__, enter into a contract with the Borough of Carteret which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said Contract or in or to the plans and specifications therefore shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of NJSA 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this ____ day of _____, 20____.

ATTEST:

Principal (Contractor)
BY: _____(S)

(Principal) Secretary
or Witness as to Principal

(Typed Name)

(Address)

ATTEST:

Surety
BY: _____(S)
Attorney-in-Fact

(Surety) Secretary
or Witness as to Surety
(SEAL)

(Typed Name)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute bond and signature sheets, as necessary. A corporate acknowledgment and statement of authority to be attached by the Surety Company.

APPROVAL OF BOND

The foregoing Bond approved this ____ day of _____, 20____.

SIGNED BY _____
SIGNATURE _____(S)
TITLE _____

NOTE: The attorney-in-fact signing the Performance Bond on behalf of the surety should attach a valid power of attorney to the Performance Bond.

SECTION E

NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and _____
_____ as Surety, are hereby held and firmly bound unto the Borough of
Carteret in the penal sum of _____ Dollars, for the payment of which will and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

Signed this ____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the above-named principal did on the _____ day of
20 _____, enter into a contract with the Borough of Carteret which said contract is made a part of this bond
the same as though set forth herein:

NOW, if the said Principal shall promptly make payment to all persons, firms, subcontractors and corporations
furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any
authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline,
repairs on machinery, equipment and tools, consumed or used in connection with such work, and all insurance
premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, we
agreeing and assenting that this undertaking shall be for the benefit of the obligee herein; then this obligation shall
be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the
liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation
as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of
said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety
on its bond.

Principal

Surety

(seal)
(acknowledgments)

NOTE: The attorney-in-fact signing the Labor and Materials Payment Bond on behalf of the surety should
attach a valid power of attorney to the Labor and Materials Payment Bond.

NOTICE TO PROCEED

Dated: _____

TO: _____
(Contractor)

ADDRESS: _____

OWNER'S PROJECT NO: **HCA00623.01**

PROJECT **PORT CARTERET DRIVE IMPROVEMENTS**

OWNER'S CONTRACT NO. **HCA00623.01**

CONTRACT FOR **BID ITEMS 1 THROUGH 35**

(Indicate name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on **(DATE)**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are **(DATE)** and **(DATE)**, respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you must deliver to the Owner (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must:

Provide Project Schedule

Submit shop drawings and receive approval for same

BOROUGH OF CARTERET
(Owner)

By: _____
(Authorized Signature)

TREVOR J. TAYLOR, PE, PP, CME, CFM
Consulting Engineer

GENERAL CONDITIONS

SECTION F

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GENERAL CONDITIONS

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ARTICLE 1—DEFINITIONS

ALSO SEE G1.1

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

F1.1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

F1.2. *Agreement*—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

F1.3. *Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

F1.4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

F1.5. *Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

F1.6. *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

F1.7. *Bidding Requirements*—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

F1.8. *Bonds*—Performance and Payment bonds and other instruments of security.

F1.9. *Change Order*—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

F1.10. *Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agree-

ment, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

F1.11. *Contract Price*—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

F1.12. *Contract Times*—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

F1.13. *CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

F1.14. *defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

F1.15. *Drawings*—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

F1.16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

F1.17. *ENGINEER*—The person, firm or corporation named as such in the Agreement.

F1.18. *ENGINEER's Consultant*—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

F1.19. *Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

- F1.20. *General Requirements*—Sections of Division 1 of the Specifications.
- F1.21. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- F1.22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- F1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.
- F1.24. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- F1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- F1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- F1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- F1.28. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- F1.29. *PCBs*—Polychlorinated biphenyls.
- F1.30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- F1.31. *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- F1.32. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- F1.33. *Resident Project Representative*—The authorized representative of ENGINEER who may be assigned to the site or any part thereof.
- F1.34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- F1.35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
- F1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- F1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- F1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- F1.39. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.
- F1.40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- F1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- F1.42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

F1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

F1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

F1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

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ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

F2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

F2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

F2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the

Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. ALSO SEE G2.3

Starting the Work:

F 2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

F 2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof. ALSO SEE G2.5.1

F 2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

F 2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

F 2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

F 2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. ALSO SEE G2.6.4 & 1-2.6

F2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

F2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

F 2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT,
AMENDING, REUSE

Intent:

F 3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project. ALSO SEE G3.1.1

F 3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifi-

cations and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

F 3.3. *Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

F3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

F3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

F 3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

F3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

F3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

F 3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

F 3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

F 3.5.1. a formal Written Amendment,

F 3.5.2. a Change Order (pursuant to paragraph 10.4), or

F 3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

F 3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

F 3.6.1. a Field Order (pursuant to paragraph 9.5),

F 3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

F 3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

F 3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any

of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

F-4
ARTICLE 4—AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL
CONDITIONS; REFERENCE POINTS

Availability of Lands:

F 4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. ALSO SEE 1-4.1

F 4.2. Subsurface and Physical Conditions:

F 4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

F 4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

F 4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

F 4.2.2. *Limited Reliance by CONTRACTOR Authorized; Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

F 4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

F 4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

F 4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

F 4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

F 4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

F 4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

F 4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

F 4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

F 4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

F 4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

F 4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

F 4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

F 4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

F 4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

F 4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

F 4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

F 4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

F 4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

F 4.3. *Physical Conditions—Underground Facilities:*

F 4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on

information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

F 4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

F 4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

F 4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

F 4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations

without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. ALSO SEE 1-4

F 4.5. **Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:**

F 4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Supplier or anyone else for whom CONTRACTOR is responsible.

F 4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

F 4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

F 4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

F4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

F-5 ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

F5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. ALSO SEE G5.1.

F5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

F 5.3. Licensed Sureties and Insurers; Certificates of Insurance:

F5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance

companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

F5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR's Liability Insurance:

F 5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

F 5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

F 5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

F 5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

F5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

F5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

F5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

F5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

F5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

F5.4.9. include completed operations insurance;

F5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;

F5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

F5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12; and

F5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter). ALSO SEE G5.3

OWNER's Liability Insurance:

F5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

F5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insur-

ance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

F5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

F5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

F5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

F5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

F5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

F5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

F5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

F5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

F 5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

F 5.11. Waiver of Rights:

F5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

F5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

F 5.11.2.1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

F 5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

F5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

F 5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace:

F 5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was

required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization—Property Insurance:

F 5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

F 6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

F 6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR. ALSO SEE G6.2

Labor, Materials and Equipment:

F 6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and

CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. ALSO SEE G6.3.1, G6.3, 1-6.3

F 6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. ALSO SEE 1-6.4.1 TO 1-6.4.5

F 6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

F 6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

F 6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

F 6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

F 6.7. *Substitutes and "Or-Equal" Items:*

F 6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

F 6.7.1.1. "Or-Equal": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

F 6.7.1.2. *Substitute Items*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute. ALSO SEE G6.7.1

F 6.7.1.3. *CONTRACTOR's Expense*: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

F 6.7.2. *Substitute Construction Methods or Procedures*: If a specific means, method, technique, sequence or procedure of

construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

F 6.7.3. *Engineer's Evaluation*: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

F 6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. ALSO SEE G6.1

F 6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such

substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective Work*.

ALSO SEE G6.8.2

F 6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

F 6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

F 6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

F 6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

Patent Fees and Royalties:

F 6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance

of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

F 6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

F 6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

F 6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2. ALSO SEE G6.14.3

Taxes:

F 6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

the Project which are applicable during the performance of the Work.

Use of Premises:

F 6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

F 6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

ALSO SEE 1-6.17.1 & 1-6.17.2

F 6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

F 6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of

the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

F 6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

F 6.20.1. all persons on the Work site or who may be affected by the Work;

F 6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and ALSO SEE 1-6.20.2

F 6.20.3. 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. ALSO SEE 1-6.20.3.1 & 1-6.20.3.2

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for 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. 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 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person 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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). ALSO SEE G6.20.4, 1-6.20.4, 1-6.20.4.1 & 1-6.20.4.2

Safety Representative:

F 6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and

responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

F 6.22. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

F 6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

F 6.24. Shop Drawings and Samples:

F 6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

ALSO SEE 1-6.23.1

F 6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

F 6.25. Submittal Procedures:

F 6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

F 6.25.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

F 6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

F 6.25.1.2. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

F 6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

F 6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

F 6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

F 6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

F 6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

F 6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing. ALSO SEE G6.29.1

F 6.30. CONTRACTOR's General Warranty and Guarantee:

F 6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

F 6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

F 6.30.1.2. normal wear and tear under normal usage.

F 6.30.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

F 6.30.2.1. observations by ENGINEER;

F 6.30.2.3. recommendation of any progress or final payment by ENGINEER;

F 6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

F 6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

F 6.30.2.5. any acceptance by OWNER or any failure to do so;

F 6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

F 6.30.2.7. any inspection, test or approval by others; or

F 6.30.2.8. any correction of *defective* Work by OWNER.

Indemnification:

F 6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person 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, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

ALSO SEE G6.30

F 6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person 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, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

F 6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

F 6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with

the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

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ARTICLE 7—OTHER WORK

Related Work at Site:

F 7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

F 7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

F 7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

Coordination:

F 7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

F 7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

F 7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

F 7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

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ARTICLE 8—OWNER'S RESPONSIBILITIES

F 8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

F 8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

F 8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

F 8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

F 8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

F 8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

F 8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

F 8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

F 8.9. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

F 8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

F 8.11. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

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ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

F 9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

F 9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or

observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

F 9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

F 9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12. SEE ALSO G9.4.1

Authorized Variations in Work:

F 9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

F 9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

F 9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

F 9.8. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

F 9.9. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

F 9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

F 9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant

to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. ALSO SEE G9.11.1

F 9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

F9.13. Limitations on ENGINEER's Authority and Responsibilities:

F 9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

F 9.13.2. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

F 9.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

F 9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

F 9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

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ARTICLE 10—CHANGES IN THE WORK

F 10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

F 10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

F 10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

F 10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

F10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

F 10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

F 10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

F 10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

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ARTICLE 11—CHANGE OF CONTRACT PRICE

F11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

F11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will

be valid if not submitted in accordance with this paragraph 11.2.

F 11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

F 11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive);

F 11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

F 11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

F 11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

F 11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

F 11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the

cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

F 11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

F 11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

F 11.4.5. Supplemental costs including the following:

F 11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

F 11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

F 11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

F 11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

F 11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

F 11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

F 11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

F 11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

F 11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

F 11.5. The term Cost of the Work shall not include any of the following:

F 11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

F 11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

F 11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

F 11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

F 11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

F 11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

F 11.6.1. a mutually acceptable fixed fee; or

F 11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

F 11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

F 11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

F 11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher-tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

F 11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

F 11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

F 11.6.2.6. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

F 11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

F 11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

F 11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

F 11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

F 11.9. Unit Price Work:

F 11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

F 11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

F 11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

F 11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

F 11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

F 11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result

of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12—CHANGE OF CONTRACT TIMES

ALSO SEE G12.0

F 12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

F 12.2. All time limits stated in the Contract Documents are of the essence of the Agreement. ALSO SEE G12.3.1

F 12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

F 12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii)

delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

F13

ARTICLE 13—TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE WORK

F 13.1. *Notice of Defects:* Prompt notice of all *defective* Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

F 13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable. ALSO SEE 1-13.2

Tests and Inspections:

F 13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. ALSO SEE 1-13.3

F 13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

F 13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

F 13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

F 13.4.3. as otherwise specifically provided in the Contract Documents:

F 13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or

approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

F 13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F 13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

F 13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

F 13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

F 13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party. ALSO SEE 1-13.10

Correction or Removal of Defective Work:

F 13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

F13.12. Correction Period:

F13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

F 13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

F 13.12.3. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

F 13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall

pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

F 13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

F-14

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

ALSO SEE G14.0
Schedule of Values:

F 14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and

will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

F 14.2. At least twenty days before the date established for each progress payment (but not more often than once a month) CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. ALSO SEE G14.2.1

CONTRACTOR's Warranty of Title:

F 14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

F 14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

F 14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

F 14.5.1. the Work has progressed to the point indicated,

F 14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

F 14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

F 14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

F 14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

F 14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

F 14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

F 14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

F 14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

F 14.7.5. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work,

F 14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens,

F 14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

F 14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

F 14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform

ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

F 14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

F 14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

F 14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

F 14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

F 14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all

particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

F14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

F14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to

CONTRACTOR.

F 14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

F14.15. The making and acceptance of final payment will constitute:

F 14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

F 14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

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ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

F15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

F15.2. Upon the occurrence of any one or more of the following events:

F 15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

F 15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

F 15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

F 15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

F 15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

F 15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

F 15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

F 15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

F 15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

F 15.4.4. for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

F 15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

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ARTICLE 16—DISPUTE RESOLUTION

Also see G16.0

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

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ARTICLE 17—MISCELLANEOUS

Giving Notice:

F 17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

F 17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

F 17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

ALSO SEE G17.2.3

Notice of Claim:

F 17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or

act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

F 17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

F 17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

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**EXHIBIT GC-A to General Conditions of the
Agreement Between OWNER and CON-
TRACTOR Dated _____
For use with EJCDC No. 1910-8 (1990 ed.)**

DISPUTE RESOLUTION AGREEMENT

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.15) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. Except as provided in paragraph 16.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. Notwithstanding paragraph 16.4 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.11 a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 16.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER or ENGINEER's Consultants that does not otherwise exist.

16.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

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16.7. OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.1 through 16.6, unless delay in initiating arbitra-

tion would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.2 and 16.3 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SECTION G. SUPPLEMENTARY CONDITIONS

G 0.1

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STATE OF NEW JERSEY WAGE RATE DETERMINATION

SECTION G. SUPPLEMENTARY CONDITIONS

G 0.2 INTRODUCTION

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

G 1.1 DEFINITIONS

Definitions contained in the General Conditions Article F.1.1 are supplemented with the following additional definitions.

SURETY - The corporate body which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the Owner against all claims for damages.

INSPECTOR - The representative of the Engineer designated to observe the work for which these specifications are intended.

TESTING LABORATORY - A laboratory selected by the Owner for the inspection and testing of materials.

MANUFACTURER - Shall be the manufacturer of the equipment specified.

STANDARD SPECIFICATIONS - The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2001, as supplemented, superseded and/or clarified by the Contract Documents.

SOIL EROSION STANDARDS - The "Standards for Soil Erosion and Sediment Control in New Jersey" adopted June 14, 1972, by the New Jersey State Soil Conservation Committee, as amended and supplemented to date.

G 2.3 NOTICE TO BEGIN WORK

Article F 2.3 of the General Conditions is amended as follows.

The Contractor shall start work on or before the date specified herein or if no date is so specified, within ten (10) days of the mailing of the Notice to Proceed by the Owner to the Contractor directing him to proceed with work.

G 2.5.1 DIMENSIONS - Addition to General Conditions Article F 2.5

Figured dimensions on the Contract Drawings shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought immediately to the attention of the Engineer, and his decisions thereon shall be final.

G 2.6.4 BREAKDOWN COSTS OF LUMP SUM ITEMS - Addition to General Conditions Article F 2.6

Before the preparation of the first estimate, the Contractor shall submit for the Engineer's approval a schedule of values of all lump sum bid items into a series of minor subdivisions in the manner to be approved by the Engineer and for the sole purpose of determining the estimates of work done for partial payments.

Revisions to the schedule, if required, shall be furnished acceptable to the Engineer prior to consideration for partial payment.

G 3.1.1 WORK REQUIRED BY THE CONTRACT DOCUMENTS - Addition to General Conditions Article F 3.1

The Contract Documents require the furnishing of all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies and other means of construction necessary or proper for performing and completing the work. In general, the completed work shall consist of the improvements and appurtenances completely installed, successfully tested and in "ready to operate" condition.

The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property, and to the satisfaction of the Engineer, and in strict accordance with the

Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

Detailed specifications for materials, equipment, workmanship and all items pertaining to a particular part of the work may be found under those parts of the Contract describing the work to be done and the methods of measurement and payment for the various Bid Items.

All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of the like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

G 5.1 SECURITY FOR FAITHFUL PERFORMANCE & FOR LABOR AND MATERIALS PAYMENTS - Supplement to General Conditions Article F 5.1

Simultaneously with this delivery of the executed contract the successful bidder must deliver to the Owner an executed bond covering:

1. The faithful performance of the Contract and in an amount equal to one hundred percent (100%) of the contract amount as awarded.
2. The payment of all obligations arising under the Contract in an amount equal to 100% of the contract as awarded.

The bond or bonds must be prepared in a satisfactory form and having as surety thereon such surety company or companies as are acceptable and approved by the Owner, and as are authorized to transact business in this State. Copies of the bonds shall be sent to the Engineer at the time of submission to the Owner.

G 5.3 COMPENSATION AND LIABILITY INSURANCE - Supplement to General Condition Article F 5.3

If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy become unsatisfactory, the contractor shall promptly obtain a new policy, and submit the same to the Owner for approval and/or submit certificate thereof as required. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the Owner, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the Contract nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the amounts stated hereinafter.

It is understood that the term "Owner" shall be deemed to include all authorities, boards, bureaus, commissions, divisions, districts, departments and offices of the Owner and the individual members thereof in their official capacities.

The insurance payable under these policies shall be applied by the Company first, to the protection of the Owner and the remainder, if any, to the other named insureds.

In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.

Amounts of Insurance required shall not be less than the amounts shown below and certificates, or full copies of policies must be furnished as noted below. IF THE CONTRACTOR WILL DEPEND ON UMBRELLA/EXCESS LIABILITY COVERAGE TO MEET THE REQUIRED COVERAGE AMOUNTS THEN A WRITTEN STATEMENT FROM THE CARRIER IS REQUIRED INDICATING THAT SAID UMBRELLA/EXCESS LIABILITY COVERAGE EXTENDS TO ALL FORMS OF LIABILITY COVERAGE LISTED.

G 5.3.1 WORKMEN'S COMPENSATION - CERTIFICATE REQUIRED.

Coverage A - New Jersey Statutory
Coverage B - Unlimited

G 5.3.2 COMPREHENSIVE GENERAL LIABILITY LIMITS - CERTIFICATE REQUIRED

including explosion, collapse, underground utilities, contractual, independent contractors, and completed operations coverage.

SPECIAL NOTE: IF THE TERMS OF THE PROPOSAL WAIVE THE REQUIREMENT FOR "OWNER'S PROTECTIVE POLICY " (SEE ARTICLE G 5.3.4), THEN THE OWNER AND ENGINEER SHALL BE NAMED CO-INSURED PARTIES ON THE CONTRACTOR'S INSURANCE POLICIES REQUIRED UNDER ARTICLES G 5.3.1, G 5.3.2, G 5.3.3, AND G 5.3.5.

PROPERTY DAMAGE

for any one accident \$500,000
for all accidents..... \$1,000,000

PUBLIC LIABILITY

for any one person..... \$2,000,000
for any one accident \$5,000,000

G 5.3.3 AUTO AND/OR TRUCK LIABILITY - CERTIFICATE REQUIRED.

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE

for any one accident \$500,000
for all accidents..... \$1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person..... \$2,000,000
for any one accident \$5,000,000

G 5.3.4 OWNER'S PROTECTIVE POLICY - ORIGINAL POLICY REQUIRED.

REQUIRED UNLESS THE TERMS OF THE PROPOSAL INDICATE OTHERWISE

NAMED INSURED - Owner, as identified in the Proposal and Agreement

CO-INSURED - Utilities Engineer, as identified in the Proposal and Agreement

PROPERTY DAMAGE

one accident \$500,000
all accidents \$1,000,000

PUBLIC LIABILITY

one accident \$1,000,000
all accidents \$2,000,000

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE LIABILITY

for any one accident \$500,000
 for all accidents..... \$1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person..... \$2,000,000
 for any accident \$5,000,000

G 5.3.5 SPECIAL INSURANCE REQUIREMENTS (where applicable) -CERTIFICATE REQUIRED.

- | | | | |
|----|---------------------|---|--|
| 1. | Marine Work | - | Longshoremen's & Harbor
Workers Endorsement, or Maritime
Endorsement |
| 2. | Builder's Risk | - | One Hundred (100%) Percent of the
Structure's Value |
| 3. | Railroad Protective | - | Insurance Requirements Equal to
that of the required by Railroad |

G 5.3.6 EVIDENCE OF INSURANCE

The contractor shall file with the Owner and Engineer before commencing work under this contract, Certificates of Insurance, or policies where required, which certificates shall bear the following information:

1. Name and address of the insured.
2. Title and location of the operations to which the insurance applies.
3. The number of the policy and the type or types of insurances in force thereunder on the date borne by such certificates.
4. The expiration date of policy and the limit or limits of liability thereunder on the date borne by such certificate.
5. A statement that the insurance of the type afforded by the policy applies to all of the operation on and at the site of the project which are undertaken by the insured during the performance of his contract or subcontract.
6. A STATEMENT INDICATING THAT THE OWNER AND THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE ARE NAMED CO-INSURED PARTIES.
7. A statement as to the exclusions of the policy, if any.
8. A statement showing the method of cancellations provided for by the policy. If cancellations may be affected by the giving of notice to the insured by the insure, the policy shall provide for the lapse of such number of days following the giving of such notice that in the ordinary course of transmission the insured will have actually received such notice at least thirty (30) days before the cancellation becomes effective. Notice of cancellation shall also be delivered to Owner and Engineer not less than thirty (30) days prior to such lapse or termination.

G 5.3.7 COMPLETE OPERATIONS COVERAGE

shall be provided on all Contracts.

G 6.2 CONTRACTOR'S REPRESENTATIVE ALWAYS PRESENT.

Supplement to General Conditions Article F 6.2

The Contractor shall give his personal supervision to the faithful prosecution of the work, and in case of his absence, shall have a competent, experienced and reliable foreman or superintendent, acceptable to the Owner, on the site, who shall follow without delay all instructions of the Owner or the Engineer or their assistants in the prosecution and completion of the work and every part thereof, with full authority to supply men, material, and equipment immediately. Incompetent, inexperienced, unreliable, unruly, uncooperative and/or otherwise unacceptable superintendents or foremen shall be promptly removed and acceptably replaced as ordered by the Engineer.

G 6.3 OVERTIME WORK

Supplement to General Conditions Article F 6.3

Unless otherwise especially permitted, or specifically required by the Contract Documents, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or any legal holiday, except as necessary for the proper care and protection of work already performed. If it shall become absolutely necessary to perform overtime work, the Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. Except for emergencies, no work requiring inspections shall be completed before 8 A.M. or after 4:30 P.M. without prior approval of the Engineer.

G 6.3.1 RECORDS-EMPLOYMENT PREFERENCE-INSURANCE

Supplement to General Conditions Article F 6.3

The Contractor shall provide statutory benefits, workmen's compensation, unemployment insurance and social security.

The Contractor and subcontractor, if any there be, shall keep the following informative records of this public work project:

- a. Record of hours worked by each workman, laborer and mechanic on each day.
- b. Record of days worked each week by each workman, laborer and mechanic.
- c. Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- d. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The Contractor and subcontractors shall keep a record of the actual hours each day that the major items of equipment are used on the work. This will include compressors, shovels, bulldozers, rollers, derricks, cranes, pile drivers, concrete mixer, tugboats, scows, drill boats, and other craft, pumps etc. This list shall be kept available for inspection by the Engineer, and a certified copy shall be submitted to the Engineer if so required prior to the preparation of any estimate for payment.

Insurance against accident for all persons employed shall be as provided by the Workman's Compensation Law of the State of New Jersey.

Each Contractor and subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New Jersey, native born citizens or naturalized, and, in the case of naturalization, the date thereof, and the name of the court in which granted.

G 6.3.2 (NOT IN CONTRACT)

G 6.7.1 EQUIVALENT QUALITY – “OR EQUAL” OR SUBSTITUTION ITEMS

Supplement to General Conditions Article F 6.7.1

Wherever, in the Contract Documents, an article, material, apparatus, product or process is specified in detail or called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers equal, he shall inform the Engineer prior to ordering such substitutes along with the amount of the credit he proposes to allow for the substitution. No substitutions will be evaluated prior to, or at the time of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall state in his bid, in the place provided for it, the name of the substitute item and manufacturer and the amount of credit he proposes to allow for the substitution. THIS PROPOSED SUBSTITUTION SHALL NOT CONSTITUTE AN ALTERNATE BID.

The Successful Bidder/Contractor shall furnish such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purposes for which it is intended. The Contractor shall set forth the reasons for desiring to make this substitution.

The Engineer shall be the sole and final authority in the determination of the Equivalent Quality of any and all proposed substitutes.

It is the INTENT OF THESE PROVISIONS that savings made possible by an acceptable substitution shall accrue equally to the benefit of the Owner and Contractor, and the proposed credit must therefore reflect the actual delivered cost difference to the Contractor, as a minimum. This provision shall apply unless specifically altered by the form of the proposal.

Comparison of bids will be on the base bid REQUESTED BY THE OWNER and in accordance with Article B3.4 - Basis of Award found elsewhere in these specifications. The Bidder is specifically alerted to the fact that failure of the Engineer to approve a Contractor requested substitution shall not be the basis for any increase in contract amount and by virtue of the submission of a bid acknowledges that he is specifically familiar with this article of the Contract.

G 6.8.1 SUBCONTRACTING

The General Conditions Article F 6.8.1 is supplemented as follows:

The Contractor shall not subcontract any part of the work included under this Contract without the previous written consent of the Owner. In making application for subcontracting a portion of the work, the Contractor, in accordance with the Contract Documents, shall state in writing, the portion of the work which each subcontractor is to do or the material he is to furnish, his place of business, and such other information which may be required in order to ascertain whether such subcontractor is responsible, reliable, and able to perform the work or to furnish the materials as called for in the Specifications. Subcontracting, if permitted, shall not relieve the Contractor of any of his obligations under this Contract. Supervision by an expert from a manufacturer does not require approval by the Owner.

The Contractor is required to furnish and the subcontractor shall be required to read the entire specifications and examine every Contract plan before entering into any agreement. Neither the Contractor nor a subcontractor shall file any claims or the Owner accept such claims based upon any misunderstandings of what work he shall do, what materials he must furnish, or how he shall perform the work.

Nothing contained in this Contract shall create any contractual relations between any subcontractor and the Owner.

Within thirty (30) days, and prior to additional payments by the Owner, after any Contractor receives payment for the work performed under this Contract, he shall pay each subcontractor the amount allowed the Contractor for and on account of the work performed by the subcontractor to the extent of the subcontractor's interest therein.

G 6.8.2 APPROVAL OF SUBCONTRACTORS

Supplement to General Conditions Article F 6.8.2

The Contractor shall furnish the Owner and Engineer with a complete list of any and all subcontractors, and suppliers of principal items of equipment, he intends to use in completing the work of the project in accordance with the Proposal, including full name, address, telephone number, list of principals, experience record, scope of subcontract, and subcontract amount for approval. If any subcontractor or supplier shall be rejected because same, or a principal of same, is currently on the State of New Jersey list of debarred contractors and suppliers, then the Change Order cost adjustment related to the Contractor providing an acceptable replacement, or doing

the subject work himself, shall not apply. The contractor shall not be entitled to any increase in contract price for the replacement of any rejected subcontractor. Any changes or replacement of approved subcontractors during the contract time shall also be subject to the approval of the Owner and Engineer.

G 6.14.3 COMPLIANCE WITH ALL LAWS

Addition to General Conditions Article F 6.14

The Contractor shall keep himself informed and shall comply with all Federal, State and local laws or ordinances as may apply.

Special attention is called to paragraphs of this Contract under Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security, Records-Employment-Preference-Insurance-Assignment of Contract, and to the applicable provisions of the Labor Laws, the Public Health Laws, and the Lien Laws, the Workmen's Compensation Laws, the State Unemployment Insurance Laws, the Federal Social Security Laws, and any and all rules and regulation promulgated by the State of New Jersey, any applicable Federal Law, rule or regulation, any local laws, ordinances, resolutions or regulations of the Owner and all amendments and additions thereto.

G 6.14.4 PATENT RIGHTS AND INFRINGEMENT

Within these specifications, the requirement of performance criteria and/or certain products or services may be covered by existing patents. Bidders are responsible for ascertaining that means and methods of the products and services which they are providing are not being provided in violation of any such patent rights.

The Contractor shall hold harmless, the Owner, as to any violation to include dollar amounts that could be owing as a result of damages for infringement including potential treble damages as provided under U.S. Patent Law.

The Contractor shall bear responsibility for any and all costs that the Owner incurs in replacing materials and services which are determined to infringe on patent rights, including any and all administrative, legal and other costs incurred as a result of an infringement.

If any product or service proposed to be provided by the Bidder is known by the Bidder to be subject to any existing claims of infringement, the Bidder shall notify the Owner of such claim and provide evidence of financial ability to perform on the above hold harmless requirements.

G 6.20.4 NOTICE FOR WORK NEAR GAS MAINS AND OTHER UTILITIES

Addition to General Conditions Article F 6.20

The Contractor is required to notify utility companies or municipal owners when construction or blasting or drilling is to be done near pipes conveying combustible gas. The Contractor shall also give ample notice to all private, corporate or municipal owners before work is to be done near any utility or underground facility.

G 6.29.1 RATE OF PROGRESS

Addition to General Conditions Article F 6.29

If in the opinion of the Engineer, the rate of progress appears at any time to be insufficient to enable the work to be completed within the time specified, he may order the Contractor to speed the prosecution of his work by supplying additional men, materials, and equipment, by following different methods of construction, or otherwise. Failure of the Engineer to so order the Contractor shall not relieve the Contractor from his obligation to complete the work within the time specified, nor shall compliance with the order subject the Owner to claim for extra compensation.

G 6.30 RISKS AND INDEMNIFICATIONS ASSUMED BY CONTRACTOR

Supplement to General Conditions Article F 6.30

The Contractor shall be the insurer of the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Owner, of the Engineer, or of third persons, excepting only risks and/or damages which result solely from the Owner's negligence, subsequent to the acceptance of his proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
2. The risk of injuries or damages, direct or consequential, to the Owner, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Owner, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Owner or any of its employees or agents. The Contractor shall indemnify the Owner, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefor shall release the Contractor from his obligation under this Article, provided, however, that the risks and indemnifications assumed by the Contractor shall not insure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this Contract.

G 9.4.1 DRAWINGS MAY BE SUPPLEMENTED

Addition to General Conditions Article F 9.4

The Contract Drawings may be supplemented from time to time by the Engineer and/or as the work progresses, by the Contractor, subject to approval by the Engineer, and as may be required to illustrate the work.

Supplementary drawings when issued by the Engineer will be furnished to the Contractor or Contractors affected by such drawings.

Supplementary drawings when issued by the Contractor shall, after approval by the Engineer, be furnished in sufficient quantity to those other Contractors, if any there be, who in the opinion of the Engineer are affected by such drawings at no additional cost to the Owner.

G 9.11.1 DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES

Addition to General Conditions Article F 9.11

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with, or is not required by the terms and provisions of this Contract, he must promptly within five (5) calendar days after being directed to perform such work, notify the Engineer in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply.

In order, however, to preserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Engineer's determination and direction notify the Engineer, in writing, that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages thereof.

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Engineer an itemized statement setting forth in detail the hours, rates, amounts, etc., of the labor, material, equipment and other costs of such damages incurred during the preceding month, and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by duly appointed representative of the Owner, all his books of accounts, bills, invoices, payrolls, sub-contracts, time books, daily records, canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself, his agents, servants and employees for examination under oath by any duly appointed representative designated by the Owner to investigate claims made against the Owner. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, his agents, servants, and employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this contract, the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the Owner to recover any sum in excess of the sums certified by the Engineer to be due under or by reason of this contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

The making and acceptance of final payment will constitute a waiver of all claims by contractor against Owner other than those previously made in writing and still unsettled. Before the final acceptance of the work by the Owner, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor, until the matter in question has been adjusted.

DISPUTE RESOLUTION

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

In the event of a breach of the Contract by either the Owner or Contractor, or a dispute arising between the Owner and Contractor in reference to the terms and provisions of the Contract, then the Owner and Contractor shall, in lieu of litigation, submit the claim of breach and/or dispute to binding arbitration to be conducted and decided by the Owner's then currently appointed arbitrator of such construction contract claims and disputes. The Owner and Contractor shall each be responsible for their own costs to prosecute the arbitration, except that the costs for the arbitrator shall be paid by the non-prevailing Party.

G 11.1.1 ENGINEERING CHARGES

Added to General Conditions Article F 11.1

When the work embraced in the Contract is not completed within the contract time, engineering and inspection expenses incurred by the Owner upon the work from the completion date originally fixed in the Contract after taking into consideration any approved time extensions, to the final date of completion of the work and or overtime expenses for inspection after or before established work hours, may be charged to the Contractor and be deducted from the final moneys due the Contractor. Extra work or supplemental contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration of the Owner before assessing engineering and inspection charges against the Contractor. Such deduction may be in addition to deductions for Liquidated Damages.

G 12.0 TIME EXTENSIONS

Addition to General Conditions Article F 12

The Engineer reserves the right to suspend the work wholly or in part for such a period or periods as he may deem necessary, when in his opinion weather or other circumstances or conditions are unsuitable for the proper prosecution of the work.

In addition, the Contractor may, of his own volition, re-question the right to suspend work for reasons of a long period of inclement weather, for delays beyond his control in obtaining key material and equipment or otherwise. The Engineer may permit such suspension subject to the approval of the Owner or may reject the Contractor's application and direct him to proceed with the work.

If, due to a continuation of unsatisfactory weather or other conditions, it becomes necessary to close the work, the Contractor shall at his own sole cost and expense perform such incidental work as may be required to protect the work already completed and to provide means for the full and safe use of the area involved in his operations.

An extension of time of completion may be considered provided that in the opinion of the Engineer, work of other Contractors in adjacent areas or work of public utility corporations and other public or private parties or other valid

causes have ACTUALLY DELAYED or will delay completion and further provided that the Contractor has diligently complied with those sections of the Contract Documents governing the progress of the work and cooperation with other Contractors. No allowance will be recommended for ordinary delays incident to work of this character. No claims for extension of time will be considered unless the Contractor shall have filed either a written claim or a written notice of intent to make such claim within thirty (30) calendar days after the start of the condition or cause upon which said claim is based.

The Owner will be the final judge of the validity of claims for time extensions, and the time granted, if any, will be that period that the Owner considers as an actual delay sufficient to cause the postponement of the completion of this Contract. The time extension granted may not coincide with the number of days requested by the Contractor for that particular item because there may be other items of work under construction at the same time on which claims merit similar consideration. In other words, concurrent delays will not be allowed in full by the Owner.

Time extensions when and if allowed by the Owner will be in lieu of money damages, and if accepted by the Contractor, automatically gives the Owner and Engineer due notice of the intent of waiving all claims for money damages.

G 12.3.1 TIME OF ESSENCE

Addition to General Conditions Article F 12.3

Inasmuch as the provision of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence in the contract. TIME IS OF THE ESSENCE OF THIS CONTRACT.

G 14.0 COMPENSATION - NON-DIRECT PAYMENT ITEMS

Addition to General Conditions Article F 14

No direct payment will be made for work done or materials furnished to comply with the requirements of the General Conditions or the Information for Bidders or any other general section of these specifications (except where expressly stated elsewhere), but all compensation shall be considered to have been included in the prices bid for the various bid items.

G 14.2.1 ESTIMATES AND PAYMENTS

The following is added to General Conditions Article F 14.2

The Contractor may, from time to time as the work progresses but not more often than once a month, on such days as the Owner may fix, make an approximate estimate in writing to the Engineer such as in the Engineer's opinion shall be just and fair, of the amount and value of the work done and materials incorporated into the work since the commencement of the Contract by the Contractor in his performance of the same. At the option of the Engineer allowances may be included in such estimates for material delivered and properly stored on the site preparatory to use in the work. Allowances for such material shall not exceed ninety (90) percent of the cost of the material but such percentage up to this limit shall be at the sole discretion of the Engineer. The Engineer shall and will review the Contractor's estimate, and when verified to be just and fair shall approve same for payment by the Owner.

The amount of any estimate, based upon the unit prices contained in the proposal and including any allowance for approved extra work less a fixed percentage retained and less the total sum previously paid on former estimates shall constitute the payment due and to be made to the Contractor within a reasonable time after the date of such estimate (except in case of Final Estimate). On all estimates except the final, the fixed percentage retained shall be in accordance with N.J.S.A. 40A:11, such retained amounts being held until the final estimates except as hereafter provided.

Per N.J.S.A. 40A:11, the New Jersey Local Public Contracts Law, and particularly N.J.S.A. 40A:11-16.1 and 40A:11-16.3, maximum of two percent (2%) withheld from the amount due on partial (progress) payments pending completion of the contract or agreement.

Any estimate shall be subject to correction in any succeeding estimate.

The final estimate will be prepared after the work has been tested and approved by the Engineer as required elsewhere herein and after acceptance has been given by the Owner.

The final payment due under the contract will be held for a period of sixty (60) days after the project's acceptance for purposes of the Municipal Mechanics Lien Law.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and this determination as to the quantities involved in the contract shall be accepted as final, conclusive, and binding upon the Contractor. However, the Contractor may check such measurements if he so desires.

An increase or decrease in quantity for any unit price item of the proposal shall not be regarded as a sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work.

For computation of the quantities to be paid for under the various items of this contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

Retainage through the course of the project progress payments is limited to two percent (2%) and same will be released to the Contractor upon completion of all the requirements and terms of the contract agreement.

If required in the Proposal, the Contractor shall provide a Maintenance Guarantee Bond in the length of term and amount stated commencing the date of final project acceptance by the Owner and issued by a surety acceptable to the Owner; having the same qualifications as the sureties required on the Bid Bond, Performance and Labor and Materials Payment Bond; and conforming with the requirements of General Conditions F 5.1, F 5.2.

Release of the Maintenance Guarantee Bond less whatever expenditures that may have been necessary by the Owner for and incidental to repairs or replacements shall be made at the expiration of the term of said bond.

G 14.4 PROGRESS PAYMENTS

The third section of Paragraph 14.4 General Conditions shall be modified as follows:

"The Owner shall, within thirty (30) days of presentations to him of an approved application of payment, with the exception of the application for final payment, pay the contractor the amount approved by the Engineer.

The Contractor shall submit up-to-date Monthly Project Workforce Reports in accordance with Section B 2.12, Article 2. (D) and Section G 18.1 requirements and certified payroll records in accordance with Section G 18.3 requirements. Such reports and records shall be current as of the date of the request for payment or the Owner will withhold such progress or final payments until such time as the Contractor complies."

G 14.15.1 ACCEPTANCE OF WORK BY OWNER NOT A WAIVER OF CONTRACT

General Conditions Article F 14.15 is supplemented as follows:

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate of the Engineer, or any officer, agent or employee of the Owner, nor any extension of time, nor any possession taken by the Owner, nor any permission or direction to continue with the performance or work, nor any performance by the Owner of any of the Contractor's duties or obligations, nor any other thing done or omitted to be done by the Owner, its officers, agents or employees, shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, EXCEPTING ONLY A RESOLUTION BY THE OWNER PROVIDING EXPRESSLY FOR SUCH WAIVER. No cancellation, revision, or annulment hereof in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Owner may be entitled because of such breach. Moreover, no waiver by the Owner of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

G 17.2.3 TIME OF COMPLETION

Addition to General Conditions Article F 17.2

All work (except such items as specifically ordered or permitted by the Engineer in writing to be done at a later date) called for under the provisions of this Contract shall be completed within the number of consecutive calendar days or working days stated in the proposal, after the time of starting set forth in Articles F 2.3 and G 2.3.

G 18.1 MANDATORY AFFIRMATIVE ACTION LANGUAGE – CONSTRUCTION CONTRACTS

(REVISED 4/10)

EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****N.J.A.C. 17:27-1.1 et seq,****CONSTRUCTION CONTRACTS**

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the

contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

(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 nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the

contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

The parties of this Agreement do further hereby agree that the provisions of N.J.S.A. 10:2-1, dealing with the discrimination in employment on public contracts are hereby made part of this contract and are binding upon them. During the performance of this contract, the Contractor agrees as follows:

(A) In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on the behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

(B) No contractor, subcontractor nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of the work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

(C) There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

(D) This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

G 18.2 MINIMUM WAGE RATES

The Contractor and all subcontractors shall pay to all laborers, mechanics, operators, and etc. employed for the construction covered by this Contract not less than the minimum prevailing rates of pay and benefits as determined by the New Jersey Department of Labor and Workforce Development. A copy of these rates is included in the back of this section. The Contractor is responsible to comply with the regulations of the Department of Labor and Workforce Development and shall provide that Department with the information required. Upon award of the Contract, the Contractor shall request from the Engineer a copy of the prevailing wage rates which is to be posted in a prominent and easily accessible place at the site of the work or at such places as are used to pay workmen their wages.

In addition, and ONLY IF THE PROJECT IS PARTIALLY OR TOTALLY FUNDED WITH FEDERAL FUNDS, the Contractor and all subcontractors, agree to pay all laborers, and etc. employed for the work of this Contract not less than the minimum prevailing rates of pay and benefits as determined by the Federal Government applicable to the general location of the project.

Prevailing minimum wage rates applicable to this project are incorporated in these documents in the back of this section and form a part of the Contract Agreement.

G 18.3 CERTIFIED PAYROLL RECORDS

The Contractor and all subcontractors shall comply with all provisions of N.J.A.C. 12:60-1 et seq. and specifically the public work employers (Contractors and subcontractors) shall submit to the Owner certified payroll records each payroll period within 10 days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested to by the employer, or the Owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer."

The Owner shall then receive, file and store, in a depository of their choice, said certified payroll records and shall make said records available for inspection during normal business hours.

A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor and Workforce Development, Division of Workplace Standards at (609) 292-2283.

G 19.0 AMERICANS WITH DISABILITIES ACT OF 1990 - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

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

The contractor and the Borough of Carteret, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



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

PREVAILING WAGE RATE DETERMINATION

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

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

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

Prevailing Wage Rate

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

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

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

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

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

Apprentice Rate Schedule

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

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

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

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

Comments/Notes

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

Public Works Contractor Registration

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

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

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

Snow Plowing

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

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

County - MIDDLESEX

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/24
Journeyman (Mechanic)	W45.23 B30.03 T75.26

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MIDDLESEX

Craft: Boilermaker PREVAILING WAGE RATE

	01/12/24
Foreman	W54.11 B47.08 T101.19
General Foreman	W56.11 B48.14 T104.25
Journeyman	W49.11 B45.31 T94.42

Craft: Boilermaker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

- The second shift shall work 7 1/2 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

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

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

County - MIDDLESEX

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

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

County - MIDDLESEX

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

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

County - MIDDLESEX

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/09/24
Deputy Foreman	W51.60 B37.68 T89.28
Foreman	W56.35 B37.68 T94.03
Journeyman	W48.60 B37.68 T86.28

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 months										
Benefits	5.61	6.88	7.50	8.13	28.95	30.86	32.78	34.67		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

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

County - MIDDLESEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

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

County - MIDDLESEX

Craft: Carpenter PREVAILING WAGE RATE

	05/09/24
Foreman	W64.41 B38.73 T103.14
Journeyman	W56.01 B33.76 T89.77

Craft: Carpenter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	for all	intervals	+ \$0.57			

Ratio of Apprentices to Journeymen - 1:3

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

Craft: Carpenter COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefits	59.25% of apprentice wage rate for all intervals + \$0.57									

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.
- All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

OVERTIME:

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

County - MIDDLESEX

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

County - MIDDLESEX

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/01/24
Foreman	W64.41 B38.64 T103.05
Journeyman	W56.01 B33.67 T89.68

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25%	of	Appren	tice	Wage	for all	intervals	+ \$0.48		
					Rate					

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES
 Yearly 40% 55% 65% 80%
 Benefits 59.25% of apprentice wage rate for all intervals + \$0.48.

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

FOR SYNTHETIC TURF INSTALLATION ONLY:

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall

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

County - MIDDLESEX

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

County - MIDDLESEX

Craft: Carpenter-Residential Construction

PREVAILING WAGE RATE

	05/09/24
Foreman	W54.29 B11.99 T66.28
Journeyman	W47.21 B11.14 T58.35

Craft: Carpenter-Residential Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	12% of	Appren	tice	wage rate	for all	intervals	+ \$5.48			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter-Residential Construction

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

RESIDENTIAL CONSTRUCTION:

All residential construction (excluding commercial buildings and institutional housing), no more than four (4) floors in height above grade consisting of those projects involving the construction, alteration, or repair of town houses or row houses, single family homes, mobile homes, multi-family homes, mixed-use buildings that include commercial space on the first floor or below grade, and apartment buildings.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a

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

County - MIDDLESEX

day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

County - MIDDLESEX

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

COMMENTS/NOTES

See " Bricklayer, Stone Mason" Rates

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

County - MIDDLESEX

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/29/24
Foreman	W48.90 B30.71 T79.61
General Foreman	W53.34 B30.71 T84.05
Journeyman	W44.45 B30.71 T75.16

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	9.40	9.40	11.90	11.90	13.00	13.00	15.90	15.90		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

* Commercial Painters perform work on all commercial structures such as offices, schools, hotels, shopping malls, restaurants, condominiums, etc.

Spraying, sandblasting, lead abatement work on commercial buildings, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day,

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

County - MIDDLESEX

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MIDDLESEX

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/01/24
Foreman	W60.93 B52.74 T113.67
Foreman (Concrete Form Work)	W59.82 B39.39 T99.21
Journeyman	W52.98 B52.74 T105.72
Journeyman (Concrete Form Work)	W52.02 B39.39 T91.41

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	21.19	26.49	34.44	42.38						
Benefits	34.70	for all	intervals							

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders/Pile Drivers on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders/Pile Drivers, there may be 1 apprentice for every 5 Dockbuilders/Pile Drivers.

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	20.81	26.01	33.81	41.62
Benefits	26.73	for all	intervals	

CREOSOTE HANDLING:

When handling creosote products on land piling, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

FOREMAN REQUIREMENTS:

The first Dockbuilder/Pile Driver on the job shall be designated a Foreman.

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

County - MIDDLESEX

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - MIDDLESEX

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/29/24
Foreman	W47.75 B31.11 T78.86
General Foreman	W49.92 B31.11 T81.03
Journeyman	W43.41 B31.11 T74.52

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	11.90	Intervals	3 to 4 =	15.03	Intervals	5 to 6 =	18.84	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - MIDDLESEX

Craft: Electrician

PREVAILING WAGE RATE

	06/03/24
Assistant General Foreman	W73.58 B52.42 T126.00
Foreman, Cable Splicer, Certified Crane Operator, Utility Tag Holder	W68.87 B49.08 T117.95
General Foreman (100 + Journeyman workers on job)	W82.41 B58.71 T141.12
General Foreman (21 to 100 Journeyman workers on job)	W76.52 B54.52 T131.04
Journeyman	W58.86 B41.94 T100.80

Craft: Electrician

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	30%	40%	50%	60%	80%					
Benefits	70.25% of	Appren	tice	Wage	Rate	for all	intervals			

Ratio of Apprentices to Journeymen - 2:3

For Solar installation- the handling (uncrating, moving, and placing on the roof), installation of solar panels and ballasting solar panels- the ratio of Apprentices to Journeyman- 3:1

Craft: Electrician

COMMENTS/NOTES

THESE RATES ALSO APPLY TO:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).

HEIGHT WORK (40 feet above ground/floor): +10%

FOREMAN REQUIREMENTS:

- On any job where there is only 1 Journeyman electrician, who lays out his/her own job, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- When more than 10 Journeymen are employed and a second Foreman is required, the first Foreman shall receive the Assistant General Foreman rate.
- 1 additional Foreman shall be designated for every 10 additional electricians.
- On any job where there are 21 or more electricians, 1 shall be a General Foreman.

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

County - MIDDLESEX

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

When working a four 10-hour day workweek schedule the hours shall be between 7:00 AM and 6:30 PM.

SHIFT DIFFERENTIALS:

- 1st Shift (8:00 AM to 4:30 PM)

- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular hourly rate per hour, inclusive of benefits.

- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular hourly rate per hour, inclusive of benefits.

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

OVERTIME:

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

Four 10-hour days may be worked Monday to Thursday at straight-time.

For "Solar work" projects only, Saturday may be used as a make-up day due to inclement weather, to be paid at straight-time for the first eight (8) hours of work.

For "Fire Alarm Detection System" installation work in an existing building, and for work that must be performed during normal school hours, the start-time may begin anytime the students have left the building, the rate of pay shall be paid at straight-time, Monday through Friday, for the first eight (8) hours of work.

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

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

County - MIDDLESEX

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	12/02/24
Journeyman Technician (1-2 workers on job)	W0.00 B0.00 T76.66
Master Tech./Gen. Foreman I (31+ workers on job)	W0.00 B0.00 T97.87
Senior Tech./Gen. Foreman II (21-30 workers on job)	W0.00 B0.00 T90.10
Technician A/Asst. Gen. Foreman (11-20 workers on job)	W0.00 B0.00 T86.56
Technician B/Foreman (4-10 workers on job)	W0.00 B0.00 T83.02
Technician C/Foreman (3 workers on job)	W0.00 B0.00 T79.48

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	63.5% of	Appren	tice	Wage	Rate	for all	intervals			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

NOTES:

- 1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates are not to be used for any new construction or any fiber optic work.
- 2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HEIGHT WORK: Any work performed 40 feet above ground or floor: +10%

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

SHIFT DIFFERENTIALS:

- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular hourly rate per hour, inclusive of benefits.

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

County - MIDDLESEX

- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular hourly rate per hour, inclusive of benefits.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that are not shift work, and for the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays and after 10 hours on Saturday shall be paid at double the hourly rate, inclusive of benefits.

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

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

County - MIDDLESEX

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

*****See ELECTRICIAN Rates*****

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

County - MIDDLESEX

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/03/24
Assistant General Foreman	W74.23 B51.77 T126.00
Foreman, Certified Crane Operator, Cable Splicer, Utility Tag Holder	W69.48 B48.46 T117.94
General Foreman (101 + Journeyman Lineman workers on job site)	W83.13 B57.98 T141.11
General Foreman (21-100 Journeyman Lineman workers on job site)	W77.19 B53.84 T131.03
Groundman	W58.59 B40.87 T99.46
Groundman (when installing conduit on public roadways)	W35.63 B24.85 T60.48
Journeyman Lineman	W59.38 B41.42 T100.80
Winch Operator	W58.59 B40.87 T99.46

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69.75% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES
The regular workday shall consist of 8 hours, between 7:00 AM and 4:30 PM.

HEIGHT WORK (40 feet above ground/floor): + 10%

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

County - MIDDLESEX

FOREMAN REQUIREMENTS (number of Electricians on site):

On any job where there is only 1 journeyman electrician, who lays out his/her own job, that electrician shall receive the Foreman rate.

On any job where there are 2 or more electricians, 1 shall be a Foreman.

When more than 10 journeymen are employed and a second Foreman is required, the first Foreman shall receive the Assistant General Foreman rate.

1 additional Foreman shall be designated for every 10 additional electricians.

On any job where there are 21 or more electricians, 1 shall be a General Foreman.

SHIFT DIFFERENTIALS:

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

1st Shift (8:00 AM to 4:30 PM).

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate per hour, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may be worked Monday to Thursday at straight-time.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Saturday holidays will be observed the preceding Friday. Sunday holidays will be observed the following Monday.

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

County - MIDDLESEX

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

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

County - MIDDLESEX

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	33.69	36.50	39.31	42.11	44.92	47.73	50.54			
Benefits	29.97	31.72	33.46	35.21	36.96	38.71	40.45			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

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

County - MIDDLESEX

Craft: Elevator Constructor

PREVAILING WAGE RATE

	03/29/23
Journeyman	W77.49 B45.23 T122.72

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	34.60	42.62	50.37	58.12						
Benefits	35.56	36.49	38.02	39.55						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor

COMMENTS/NOTES

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

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

County - MIDDLESEX

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/29/23
Journeyman	W60.89 B44.07 T104.96

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	34.60	33.49	39.58	45.67						
Benefits	35.50	36.07	37.52	38.97						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

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

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

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

County - MIDDLESEX

Craft: Glazier PREVAILING WAGE RATE

	05/09/24
* Leadman	W53.43 B31.98 T85.41
Foreman	W55.43 B32.22 T87.65
General Foreman	W57.43 B32.47 T89.90
Journeyman	W51.43 B31.74 T83.17

Craft: Glazier APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	12.44	12.44	14.76	14.76	18.16	18.16	19.79	19.79		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:

- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

The regular workday shall consist of 8 hours, between 7:00 AM and 5:30 PM, Monday to Friday.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular

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

County - MIDDLESEX

rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - MIDDLESEX

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	09/25/24
Foreman	W61.97 B39.22 T101.19
General Foreman	W64.31 B40.33 T104.64
Journeyman	W59.44 B38.66 T98.10

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	27.89	33.09	39.84	46.51						
Benefits	22.35	26.53	29.50	32.61						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MIDDLESEX

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	09/25/24
Asbestos Helper	W36.89
Abatement	B24.92 T61.81

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MIDDLESEX

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	03/21/24	02/01/25	02/01/26
Foreman	W64.29 B35.91 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W66.79 B35.91 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.29 B35.91 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.10	21.26	27.88							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - MIDDLESEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - MIDDLESEX

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	03/21/24	02/01/25	02/01/26
Foreman	W53.03 B33.56 T86.59	W0.00 B0.00 T88.59	W0.00 B0.00 T90.59
General Foreman	W55.53 B33.56 T89.09	W0.00 B0.00 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.03 B33.56 T81.59	W0.00 B0.00 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - MIDDLESEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - MIDDLESEX

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	03/21/24	02/01/25	02/01/26
Foreman	W54.08 B33.21 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W56.58 B33.21 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.08 B33.21 T82.29	W0.00 B0.00 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.10	21.26	27.88							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - MIDDLESEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - MIDDLESEX

Craft: Ironworker PREVAILING WAGE RATE

	07/03/24
Rod /Fence Foreman	W53.29 B50.87 T104.16
Rod/Fence Journeyman	W48.44 B50.87 T99.31
Structural Foreman	W55.82 B50.87 T106.69
Structural Journeyman	W50.74 B50.87 T101.61

Craft: Ironworker APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			
Benefits	same as	journeyma n	amount							

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod /Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

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

County - MIDDLESEX

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

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

County - MIDDLESEX

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/21/24
Foreman	W45.88 B26.21 T72.09
Journeyman (Handler)	W40.78 B26.21 T66.99

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	22.47	28.55	32.62	36.70						
Benefit	22.31	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

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

County - MIDDLESEX

Craft: Laborer - Building

PREVAILING WAGE RATE

	08/28/24
Class A Journeyman	W39.25 B33.17 T72.42
Class B Journeyman	W38.25 B33.17 T71.42
Class C Journeyman	W32.51 B33.17 T65.68
Foreman	W44.16 B33.17 T77.33
General Foreman	W49.06 B33.17 T82.23

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%	of Class B	wage rate				
Benefit	29.92	29.92	29.92	29.92						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzle men on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

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

County - MIDDLESEX

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

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

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

County - MIDDLESEX

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

As of 3-1-25, benefits shall be 26.13.

As of 3-1-26, benefits shall be 27.13.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

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

County - MIDDLESEX

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.90 B5.45 T29.35

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	As shown	800 hours	600 hours	600 hours						
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

* SKILLED TRADESMAN- any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

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

County - MIDDLESEX

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOILDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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

County - MIDDLESEX

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

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

County - MIDDLESEX

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/03/24
Apprentice (1st year)	W31.33 B16.18 T47.51
Apprentice (2nd year)	W35.74 B27.13 T62.87
Foreman (Charge Person)	W45.12 B27.91 T73.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W40.35 B27.91 T68.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W44.12 B27.91 T72.03

Craft: Painter - Line Striping

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays 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, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

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

County - MIDDLESEX

Craft: Paperhanger PREVAILING WAGE RATE

	05/29/24
Foreman	W53.79 B30.71 T84.50
Journeyman	W48.90 B30.71 T79.61

Craft: Paperhanger APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

Craft: Paperhanger COMMENTS/NOTES

FOREMEN REQUIREMENTS:

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans Day, Thanksgiving Day, Christmas Day

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

County - MIDDLESEX

Craft: Pipefitter

PREVAILING WAGE RATE

Craft: Pipefitter

COMMENTS/NOTES

See PLUMBERS Rates

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

County - MIDDLESEX

Craft: Plasterer PREVAILING WAGE RATE

See "Cement Mason" Rates

Craft: Plasterer COMMENTS/NOTES

See CEMENT MASON Rates

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

County - MIDDLESEX

Craft: Plumber PREVAILING WAGE RATE

	07/10/24
Assistant General Foreman	W61.61 B46.07 T107.68
Foreman	W61.04 B46.07 T107.11
General Foreman	W64.43 B46.07 T110.50
Journeyman	W56.52 B46.07 T102.59

Craft: Plumber APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	35%	45%	55%	65%	75%					
Benefits	28.75	31.41	34.08	36.74	39.41					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber COMMENTS/NOTES

The regular workday shall consist of 8 hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS (number of Plumbers on site):

- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5 gangs) and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional 10 cents per hour.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.
- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

OVERTIME:

- Hours in excess of 8 per day, or before of after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on

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

County - MIDDLESEX

Saturdays, and all hours on Sundays and holidays, shall be paid at double time, inclusive of benefits.

- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, inclusive of benefits.

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

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

County - MIDDLESEX

Craft: Roofer PREVAILING WAGE RATE

	06/01/24
Foreman	W47.52 B32.34 T79.86
Journeyman	W44.52 B32.34 T76.86

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.80	22.26	26.71	28.94	31.16	33.39	35.62	40.07		
Benefits	2.19	2.19	28.34	28.34	28.34	28.34	28.34	28.34		

Ratio of Apprentices to Journeymen - *

- * [A] For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- [B] For roofing jobs on new built up roofs: 1:3 or fraction thereof
- [C] For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- [D] For re-roofing jobs {not requiring complete removal of existing systems; installation done over existing roof}: 1:3 or fraction thereof

Craft: Roofer COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

The regular workday consists of 8 hours between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MIDDLESEX

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/17/24
Foreman	W44.19 B43.87 T88.06
Journeyman	W41.69 B43.87 T85.56

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	14.62	16.66	18.72	20.79	23.33	25.43	27.52	29.62	31.73	33.82

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

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

County - MIDDLESEX

hours on Saturday, shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$55.09.

Double-time = \$62.39.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceding Friday, Sunday holidays will be observed the following Monday.

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

County - MIDDLESEX

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/01/25
Foreman	W72.47 B40.30 T112.77
General Foreman	W76.12 B40.30 T116.42
Journeyman	W67.97 B40.30 T108.27

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

COMMENTS/NOTES

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval Period and Rates
 1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%
 Ben. 14.90 14.90 31.30 31.30 31.30 31.30 Intervals 7-10 Journey. Ben.

Apprentice rate schedule for those apprentices registered as of 7-1-22:

Interval Period and Rates
 1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95%
 Ben. 14.90 14.90 31.30 31.30 31.30 31.30 Intervals 7-10 Journey. Ben.

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be

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

County - MIDDLESEX

paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

Four 10 hour days may be worked, Monday through Friday, at straight-time.

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

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

County - MIDDLESEX

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/08/25
Finisher	W50.22 B37.84 T88.06

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

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

County - MIDDLESEX

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/08/25
Tile Setter	W64.21 B40.66 T104.87

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jrynm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

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

County - MIDDLESEX

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/25
Grinder or Assistant	W59.72 B42.19 T101.91
Mechanic	W61.33 B42.20 T103.53
Terrazzo Resinous Worker	W51.02 B34.49 T85.51

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 Hours	35%	45%	60%	70%	80%	90%				

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

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

County - MIDDLESEX

Craft: Truck Driver

PREVAILING WAGE RATE

	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W47.56 B40.88 T88.44
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W47.56 B40.88 T88.44
Euclid-type vehicles (large off-road equipment)	W47.71 B40.88 T88.59
Helper on Asphalt Distributor truck	W47.56 B40.88 T88.44
Low Boy Driver	W49.21 B40.88 T90.09
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W47.56 B40.88 T88.44
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W47.61 B40.88 T88.49
Tractor-Trailer truck (all types)	W47.71 B40.88 T88.59
Vacuum or Vac-All truck (entire unit)	W47.56 B40.88 T88.44
Winch Trailer Driver	W47.81 B40.88 T88.69

Craft: Truck Driver

COMMENTS/NOTES

Foreman: + \$.75 cents per hour. Overtime rate shall be increased accordingly.

HAZARDOUS WASTE REMOVAL WORK:

- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + \$3.00 per hour.
- On a hazardous waste site not designated Level A, B, or C: + \$1.00 per hour.

The regular workday consists of 8 hours starting between 6:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:

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

County - MIDDLESEX

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional \$3.00 per hour.

BLENDED RATE:

- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

OVERTIME:

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

- Benefits on overtime shall be \$48.74.

- 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, Veteran's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

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

County - MIDDLESEX

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/24
Driver	W38.05 B40.88 T78.93
New Hires: 1st Year	W38.05 B40.88 T78.93

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

NOTE: These rates may only be used for the delivery of *materials TO the job site (*building materials that will become a permanent part of the job site, such as sand, stone, aggregates, asphalt, sheetrock, 2x4's, etc.). In addition, only the following types of truck may be used for such deliveries (Dump Truck or Flat-bed truck). Please note that this rate does not apply to material suppliers or their employees (who do not perform services at the job site), and for the delivery of equipment and/or items that will not become a permanent part of the job site.

OVERTIME: Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate. Benefits on overtime shall be \$46.29.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

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

County - MIDDLESEX

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024		07/01/2025	
Rate	Fringe	Total	Total
58.88	39.15	98.03	100.53

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
58.88	39.15	98.03	100.53

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
51.63	39.15	90.78	93.28

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
49.05	39.15	88.20	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
59.21	39.15	98.36	100.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.47	39.15	99.62	102.12

CLASSIFICATIONS:

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.47	39.15	99.62	102.12

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
55.34	39.15	94.49	96.99

CLASSIFICATIONS:

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
55.34	39.15	94.49	96.99

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
62.29	39.15	101.44	103.94

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
66.97	39.15	106.12	108.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
65.97	39.15	105.12	107.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
62.47	39.15	101.62	104.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.97	39.15	104.12	106.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
61.47	39.15	100.62	103.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION Rates Expiration Date :

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.10	39.15	103.25	105.75

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.04	39.15	99.19	101.69

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
57.38	39.15	96.53	99.03

CLASSIFICATIONS:

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
55.85	39.15	95.00	97.50

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
52.09	39.15	91.24	93.74

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
59.66	39.15	98.81	101.31

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
49.05	39.15	88.20	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.80	39.15	99.95	102.45

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
68.99	39.15	108.14	110.64

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
67.33	39.15	106.48	108.98

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.49	39.15	103.64	106.14

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
62.83	39.15	101.98	104.48

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.49	39.15	103.64	106.14

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

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- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.47	39.15	99.62	102.12

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
53.63	39.15	92.78	95.28

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
65.06	37.33	102.39	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
64.69	37.33	102.02	105.88	109.57

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
64.06	37.33	101.39	105.26	108.94

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
67.19	37.33	104.52	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
63.38	37.33	100.71	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
62.94	37.33	100.27	104.13	107.82

CLASSIFICATIONS:

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

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
62.75	37.33	100.08	103.94	107.63

CLASSIFICATIONS:

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

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

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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
62.25	37.33	99.58	103.44	107.13

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
59.22	39.15	98.37	100.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
52.38	39.15	91.53	94.03

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
47.07	15.34	62.41	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
40.71	14.90	55.61	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
38.31	14.73	53.04	54.27	55.75

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
37.26	14.66	51.92	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
36.07	14.57	50.64	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
29.96	14.15	44.11	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
41.94	14.99	56.93	58.27	59.89

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH Rates Expiration Date :

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.10	37.33	87.43	90.88	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

CLASSIFICATIONS:

Screedman

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/21/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.70	37.33	87.03	90.48	93.73

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/21/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.80	37.33	87.13	90.58	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/21/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/21/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.95	37.33	87.28	90.73	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total
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CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2024

Rate	Fringe	Total
37.58	34.49	72.07

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2024

Rate	Fringe	Total
47.88	34.49	82.37

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2024

Rate	Fringe	Total
54.50	34.49	88.99

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

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

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

SHIFT DIFFERENTIALS:

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

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

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

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

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	11/12/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	11/12/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

	11/12/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

	11/12/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.80	37.33	91.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

	11/12/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

	11/12/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
54.55	37.33	91.88	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

	11/12/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.75	37.33	88.08	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

11/12/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
54.05	37.33	91.38	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

11/12/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
55.05	37.33	92.38	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

SHIFT DIFFERENTIALS:

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

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

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

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

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	12/31/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	12/31/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

12/31/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.80	37.33	91.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

12/31/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

12/31/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
54.55	37.33	91.88	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

12/31/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.75	37.33	88.08	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

12/31/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
55.05	37.33	92.38	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

12/31/2024			03/01/2025	03/03/2026
Rate	Fringe	Total	Total	Total
54.05	37.33	91.38	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

12/31/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/13/2024

Rate	Fringe	Total
57.34	35.90	93.24

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/13/2024

Rate	Fringe	Total
57.34	35.90	93.24

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/13/2024

Rate	Fringe	Total
33.84	25.02	58.86

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

11/04/2024

Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/04/2024

Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/04/2024

Rate	Fringe	Total
41.73	24.77	66.50

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

11/20/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

11/20/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

11/20/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

11/20/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

11/20/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
54.05	37.33	91.38	95.83	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

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

Electrician-Utility Work (North)

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

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

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

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

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), 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 6:00 AM and 6:00 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.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

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, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/01/2024

Rate	Fringe	Total
64.83	44.73	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
58.71	40.50	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
51.37	35.44	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
76.45	52.75	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
70.33	48.52	118.85

CLASSIFICATIONS:

Assistant General Foreman

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
68.50	47.26	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
49.54	34.18	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.75	27.42	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.70	25.32	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Line Equipment Foreman

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:

12/01/2024

Rate	Fringe	Total
71.87	59.12	130.99

CLASSIFICATIONS:

General Foreman

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
64.01	54.22	118.23

CLASSIFICATIONS:

Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.64	52.12	112.76

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Welder

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/01/2024

Rate	Fringe	Total
44.92	42.36	87.28

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.31	38.86	78.17

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.50	37.12	73.62

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
33.69	35.37	69.06

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
30.88	33.62	64.50

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/01/2024

Rate	Fringe	Total
24.71	29.80	54.51

CLASSIFICATIONS:

Flagman

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: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
78.08	37.33	115.41	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
77.63	37.33	114.96	119.23	123.36

CLASSIFICATIONS:

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

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.88	37.33	114.21	118.48	122.61

CLASSIFICATIONS:

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

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
80.63	37.33	117.96	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.05	37.33	113.38	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.53	37.33	112.86	117.13	121.26

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:

	04/17/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.30	37.33	112.63	116.91	121.03

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
74.70	37.33	112.03	116.31	120.43

CLASSIFICATIONS:

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

SECTION HENUMERATION OF PLANS AND SPECIFICATIONS

The following are plans (also called drawings) which form part of this contract:

GENERAL TITLE

BOROUGH OF CARTERET
MIDDLESEX COUNTY, NEW JERSEY

PORT CARTERET DRIVE IMPROVEMENTS

Contract No. H-CA-00623-01

FILE NUMBER H-CA00623-01

<u>SHEET NUMBER</u>	<u>SPECIFIC TITLE</u>
1	COVER AND INDEX SHEET
2	LEGEND AND GENERAL NOTES
3	ESTIMATES AND DISTRIBUTION OF QUANTITIES
4-7	CONSTRUCTION PLAN
8	STRIPING AND SIGNAGE PLAN
9-11	CONSTRUCTION DETAILS
12-13	SESC NOTES AND DETAILS
14-18	NJDOT TRAFFIC CONTROL DETAILS

TECHNICAL SPECIFICATIONS
CONSIST OF DIVISIONS

SP -	Special Provisions for State Aided Projects
1 -	General Requirements

BOROUGH OF CARTERET
MIDDLESEX COUNTY, NEW JERSEY

PORT CARTERET DRIVE IMPROVEMENTS

SPECIAL PROVISIONS

1. Existing Utilities

The contractor shall coordinate all work with the utility companies in the areas of construction. Information regarding existing utilities has been collected from various sources and the contractor is advised that underground object locations, elevations, or types are not warranted to be approximately correct. Nor can they be assumed to be the only subsurface objects, proposed or existing, which may be encountered during the excavation of the work. The contractor shall make all necessary investigations prior to bidding to satisfy himself as to the existing conditions.

2. Contractor's Progress Schedule

The contractor shall submit a proposed program of operation for the project prior to commencement of construction which clearly indicates how he proposes to conduct the work to bring about the completion of the projects.

The contractor is hereby advised that it is anticipated that the work for the project shall commence within 30 days after receipt of the bids.

3. Construction Contingencies

The contractor's attention is specifically directed to the fact that various items and extra quantities have been included in the bid form for contingency purposes due to the nature of the work to be performed in conjunction with this project.

Accordingly, the contractor is hereby advised prior to submitting his bid that he shall consider the fact that contingencies have been included in the items and that portions of certain items or entire items may not be utilized by the Owner, depending upon the conditions encountered during the work.

To that end, the initial contract award amount may be significantly higher than the final contract amount, depending upon the actual conditions encountered.

The contractor must satisfy himself by personal examination of location of the proposed work and surroundings thereof, and by such other means that he prefers, and shall not at any time after submission of the bid, dispute the original estimate of the work, nor assert that there was any misunderstanding in regard to the contingencies included in the quantities.

4. Asbestos Cement Pipe Removal/Disposal

When disturbing, removing and/or disposing of asbestos cement pipe, the contractor shall comply with all applicable federal, state and local requirements, including, but not limited to: current USEPA regulations (NESHAP 40 CFR 61 Subpart M); OSHA regulations (29 CFR 192658); the current New Jersey Asbestos Hazard Abatement Subcode (NJAC 5:23-8); the current NJDEP regulations (NJAC 7:26-1 et. seq.); and notification regulations (NJAC 5:23-8.6, 40 CFR 61 Subpart M, and NJAC 7:26-2:12).

5. Permits

The contractor shall be responsible for obtaining all permits necessary for construction in accordance with existing local, county and state regulations and any other agency having jurisdiction in these matters. The Contractor shall obtain a Road Opening Permit from the municipality. Cost for same shall be waived.

6. Tree Removal

The contractor shall make every effort to protect all trees which are to remain within the limits of construction. Removal of additional trees will be performed only if and where directed by the Engineer.

7. Resident Notification

The contractor is hereby advised that written notification must be provided to residents in the associated work areas 48 hours prior to any work. Pedestrian access in accordance with all ADA requirements, as well as vehicular access must be maintained at all times throughout the construction process. In addition to a 48 hour notice, the Contractor shall also provide seven (7) day notice ahead of any work that will impact property owners along Port Carteret Drive.

7. Staging

Contractor shall be advised that the number of roads being worked on at any one time may be limited by the Owner or Engineer. Additionally, the number of roads included in the contract may be reduced or increased at the discretion of the Owner or Engineer. Compensation shall not be made for remobilization or for the staging of the construction.

8. Maintenance and Protection of Traffic

The Contractor shall be responsible for traffic protection and traffic control measures in conformance with the Manual on Uniform Traffic Control Devices current revision, NJDOT Traffic Control Details, including all coordination with local authorities.

9. Construction Layout

Curb replacement elevations shall be coordinated in the field between the Contractor and Engineer to ensure positive drainage and ADA slope requirements are met.

The Contractor shall be responsible for the construction layout by a Professional Land Surveyor. Cost of same shall be included in the price of all bid items requiring same.

8. Contractor's Cut Sheets

The Contractor shall submit cut-sheets to the Engineer for approval for all proposed drainage, curb, and sidewalk improvements prior to commencement of construction. No separate payment shall be made for cut-sheets. The cost for same will be included in the unit price for items requiring same

9. Night Work

All milling and asphalt paving work shall be conducted at night, outside of normal business hours to limit impacts to adjacent businesses. Commercial driveway access shall be maintained at all times during daytime work. Cost of night paving shall be included in all items requiring same.

Concrete, drainage, pipe inspection, and restoration work may proceed during normal daytime hours so long as it does not impede safe passage of two-way traffic and does not close off primary driveway access to adjacent properties.

Concrete road paving work shall not require the full closure of the roadway. One lane of traffic shall be maintained at all times between Stations 12+50 and 22+40 as not to impede access to the parking area at the terminus of Port Carteret Drive.

10. Special Site Conditions

The Contractor shall provide, install and maintain (on a daily basis) fencing, barricades or other suitable materials to protect all active construction areas, newly installed surfaces and construction equipment/supplies from unauthorized access and/or damage during the contract time.

Methods and materials for said protection measures shall be approved by, and coordinated with, the Owner and Engineer.

Separate payment for said protection measures will not be made. Cost of same shall be included in all contract items requiring protection.

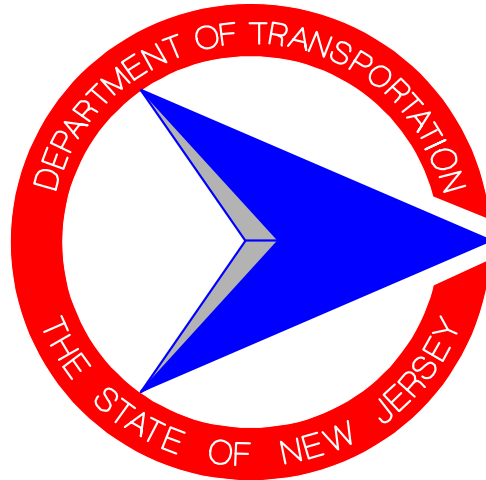
11. Mobilization and Demobilization

Contractor shall be advised that no separate payment will be made for mobilization or demobilization. All costs associated with same shall be included in price bid for "Clearing Site".

12. Modification of Scope

Contractor shall be advised that limits of work, scope of work, including pavement resurfacing or reconstruction treatments for work in the Contract may be modified. Estimate and distribution of quantities provided in the Contract Plans is approximate and subject to revision by the Owner or Engineer depending on existing conditions or available funds.

State of New Jersey Department of Transportation



Special Provisions For State Aid Projects

FY 2019 Edition
Revision 28: April 2024

PORT CARTERET DRIVE IMPROVEMENTS
2022-LFIF-00023

SPECIAL PROVISIONS

The project consists of the reconstruction and resurfacing of Port Carteret Drive, asphalt milling and paving, concrete curb replacement, full depth concrete pavement repair, drainage improvements, associated work and restoration. Approximate quantities include 2,850 square yards of full depth concrete pavement repair, 4,445 square yards of milling, 700 tons of HMA surface course, 500 linear feet of curb, 455 square yards of concrete sidewalk, associated work and restoration.

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 79 inclusive.

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, Engineer 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)

DIVISION 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.

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

The approved Improvements to Federal Boulevard and Blair Road project was awarded \$3 million for the construction of the Project.

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

101.03 TERMS

THE FOLLOWING TERM IS ADDED:

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

THE FOLLOWING IS OMITTED:

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

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

ADD THE FOLLOWING TERM:

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

PORT CARTERET DRIVE IMPROVEMENTS
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modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

REVISE THE FOLLOWING TERM:

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

101.04 INQUIRIES REGARDING THE PROJECT

2. After Award of Contract.

Local Aid District 3 Office
Pavan Sheth, Project Management Specialist 3
1035 Parkway Avenue
PO Box 600
Trenton, NJ 08625
Telephone: 609-963-2020

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

THE FOLLOWING IS ADDED:

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

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

Project Manager: Matthew R. Zwingraf, PE, CME, CFM
Email Address: mzwingraf@cmeusa1.com
Mailing Address: 1460 Route 9 South
Howell, NJ 07731

102.07 PREPARATION OF THE BID

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

102.10 SUBMISSION OF THE BID

THE SECOND PARAGRAPH IS CHANGED TO:

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

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. For wholly State Funded contracts, acknowledgement of compliance with N.J.S.A. 19:44A-20.13, *et seq.*

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5. Proposal Bond form.
6. Other related documents as specified in the Contract.
7. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

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

102.13.01 Bidder Pre-Award Requirements

A. Federal Aid Projects

This section intentionally left blank.

PART C IS CHANGED TO:

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

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

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 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE LAST PARAGRAPH IS CHANGED TO:

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

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

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

109.04 PAYMENT FOR DELAY DAMAGES

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

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

109.05 ESTIMATES

THE FOURTH PARAGRAPH IS CHANGED TO:

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

1. No subcontractor or supplier was used on the project; or
2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier’s work that was paid by the Department; or

3. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

THE THIRTEENTH PARAGRAPH IS CHANGED TO:

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

109.09 AUDITS

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.

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

158.01 WORK INCLUDED

The following is added to this subsection:

"Soil Erosion and Sediment Control and Water Quality Control" shall include the furnishing and maintenance of all materials, labor and equipment necessary for implementing proper measures to reasonably control soil erosion from construction operations and prevent excessive flow of sediment from the construction site. Such work may include the installation of water diversion structures, diversion ditches and sediment basins, seeding and mulching and sodding critical areas to provide temporary protection. All work shall be performed in accordance with the approved soil erosion plan and detail sheets. The work shall also include the relocation of soil erosion and sediment control measures including relocating them as required for stage construction.

158.02 MATERIALS

The following is added to this subsection:

Materials shall conform to the requirements of appropriate articles of "Standard for Soil Erosion and Sediment Control in New Jersey" as revised and adopted September 9, 1974, and the Standard Specification for Road and Bridge Construction of the New Jersey Department of Transportation, 2019 as added to and amended.

Embankment shall be Zone 3 conforming to Subsection 203.02.01.

Pipe for temporary slope drains shall be a minimum size of 8 inches and shall conform to Section 909.02. End sections and elbows shall be of the same material as the pipe to which they are to be joined.

Other materials shall conform to the following subsections:

Topsoil Stabilization Matting 917.08

158.03 CONSTRUCTION

The following is added to this subsection:

In the event that temporary soil erosion and sediment control measures are required due to the Contractor's failure, for any reason, to install or maintain soil erosion and sediment controls, either as part of the work or as directed, such work shall be performed by the Contractor at no cost to the Owner.

The work on soil erosion and sediment controls shall also include, but not be limited to, the following:

1. All soil erosion and sediment control practices on this project shall be constructed in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey", or as approved for this project.
2. The smallest practicable area of land shall be exposed at any one time during the project and wherever feasible, natural vegetation shall be retained and protected. Stripping of vegetation, grading or other soil disturbance shall be done in a manner which will minimize soil erosion.
3. Schedule of construction operations shall be submitted to the Engineer for his approval.

4. A 72-hour notice shall be given to the Engineer and appropriate Soil Conservation District Office prior to the start of construction or grading. This notice can be verbal but must be followed by a written statement not less than forty-eight (48) hours prior to start-up.
5. All soil erosion and sediment control devices shall be in place prior to any major soil disturbance or installed and removed in their proper sequence to allow for further operations on the site.
6. All sediment control structures shall be checked and maintained on a regular basis and all basins shall be cleaned periodically when storage capacity is affected by siltation.
7. During construction, any additional control measures as deemed necessary to prevent erosion or sediment beyond those measures shown on the approved plans shall be installed or employed at the direction of the Engineer.
8. After completion of construction, soil and sediment controls shall be left in place until all disturbed areas are stabilized.
9. Disturbed areas including roadway embankments shall be maintained in a rough graded condition and temporarily seeded and/or mulched until proper weather conditions exist for the establishment of permanent vegetative cover.
10. All areas disturbed by grading on which permanent or semi-permanent seeding or temporary seeding have not been made and all slopes with a grade steeper than 2:1 shall be treated by mulching. The mulch shall be applied at a rate of 2 tons per acre or equivalent measure, according to State standards.
11. All areas disturbed by grading including soil stockpiles, which will not be used or constructed upon a period greater than thirty (30) days shall be temporarily seeded and protected as required.
12. All areas disturbed by grading which will not be constructed upon within six (6) months are to be stabilized with a permanent type seeding and fertilizing.
13. All disturbed areas shall be topsoiled, limed and fertilized prior to both temporary and permanent seeding in conformance with charts and tables as set forth in the "Standards for Soil Erosion and Sediment Control in New Jersey".
14. Hay bales shall be deemed unacceptable filter material in areas greater than one-half (1/2) acre.
15. Access and haul roads shall be protected with stone access strips and coarse stone filters in appropriate locations.
16. Forging of streams shall be kept to a minimum and where frequent crossings are contemplated, temporary bridges or culverts shall be constructed.
17. Storm drainage inlets are to be either capped or protected by temporary filter devices to prevent the entry of sediment carried by runoff water until vegetation and/or paving is established as planned.
18. Wherever well points, pumps or other dewatering methods are used, care shall be taken to provide for the elimination of said dewatering.
19. All drainage swales shall be parabolic in shape unless otherwise noted and shall conform to SCS design and standards.

20. Drainage swales and other structures shall be located in the field so as to retain as much of the original vegetation as possible, especially in the case of large trees.

21. Soils having a pH of 4 or less or containing iron sulfide shall be covered with a minimum of 12 inches of soil having a pH of 5 or more before seedbed preparation. The added soil shall be limed.

22. Roadways shall be swept at the end of each working day by the Contractor. When deemed necessary by the Engineer, the Contractor shall have the roadways swept by a mechanical sweeper. Same shall be provided at no additional cost to the Owner.

23. All soil erosion and sediment control devices shall be removed at the completion of the construction project or at such time when all disturbed areas are stabilized.

24. The Contractor is advised that the proposed soil erosion and sediment control measures are subject to the Engineer's review and approval and shall be verified prior to the installation of the same.

Should the construction driveway fail to minimize the tracking of soils onto existing roadways, alternate methods acceptable to the Owner, local police department and/or Engineer shall be immediately implemented by the Contractor.

The amount of surface area of erodible earth material exposed at one time by clearing and grubbing, excavation, borrow or fill operations, without stabilization, shall not exceed 750,000 square feet for clearing and grubbing operations, or 750,000 for grading operations without prior approval. The Engineer may increase or decrease these amounts commensurate with the Contractor's capability and progress in keeping the construction current with the approved progress schedule.

158.03.02 SESC Measures

19. Oil-Only Emergency Spill Kit.

158.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

No separate measurement and payment shall be made for soil erosion measures.

Costs for all other soil erosion measures shall be included in the unit price for all items requiring same.

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 Engineer 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. Separate payment will not be made for Traffic Control Coordinator under any specific item.

159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

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

2. Construction Barrier Curb.

THE SECOND PARAGRAPH IS CHANGED TO:

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

PART (5) IS CHANGED TO:

5. **Temporary Crash Cushion.** Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department, will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor's lack of response to a damage notification, the Contractor agrees to pay the Department a sum of \$3,000

for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

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

THE FOLLOWING IS ADDED:

Construction signs shall be installed as required by the Police Department as the first order of work for construction signs for projects and shall be maintained so as to provide maximum visibility and legibility at all time.

Add the following:

Traffic Control Devices shall be kept clean and maintained in good condition including replacement if lost, stolen, or damaged until no longer required for the Project. All traffic control devices shall comply with the details shown on the plans, supplementary specifications, and standard details for traffic control devices as developed by the New Jersey Department of Transportation.

The following is added:

Reflective sheeting for breakaway barricades, drums, vertical panels, cones, barricades Type III and delineator guide posts shall conform to the requirements specified for Type II sheeting in Subsection 911.01.01.

159.03.03 Removable Black Line Masking Tape

159.03.04 Temporary Pavement Markers

159.03.05 Temporary Pavement Marking Tape

159.03.06 Temporary Traffic Stripes and Temporary Traffic Marking

159.03.07 HMA Patch

The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic. The Engineer may direct the Contractor to construct HMA patch in accordance with Section 401 in order to maintain sections of traveled way and shoulders in a smooth riding condition at all times, including seasonal shutdowns.

159.03.08 Traffic Direction

The following subpart is added to this subsection:

c. Traffic Directors

Traffic Directors shall be flaggers provided by the Contractor in order to maintain a safe work site for construction personnel, vehicular and pedestrian safety. The use of flaggers shall be in accordance with the traffic control plans included in the contract documents as well as the current version of the MUTCD.

Use of Municipal Police Traffic Directors will not be performed.

159.03.10 Construction Staging Plan

The construction staging plan is based on the minimum requirements provided in the current Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall work in accordance with the provisions of the construction staging plan and shall only deviate from the plan after approval. If a construction staging plan is not included in the construction plans or specifications, then the requirements of the MUTCD shall apply.

159.03.11 Traffic Operations

TRAFFIC CONTROL IS TO BE COORDINATED WITH LOCAL AUTHORITIES. It is the intention of this contract that vehicle and pedestrian traffic be maintained within the limits of the project at all times.

All milling and asphalt paving work shall be conducted at night, outside of normal business hours to limit impacts to adjacent businesses. Commercial driveway access shall be maintained at all times during daytime work. Cost of night paving shall be included in all items requiring same.

Concrete, drainage, pipe inspection, and restoration work may proceed during normal daytime hours so long as it does not impede safe passage of two-way traffic and does not close off primary driveway access to adjacent properties.

Concrete road paving work shall not require the full closure of the roadway. One lane of traffic shall be maintained at all times between Stations 12+50 and 22+40 as not to impede access to the parking area at the terminus of Port Carteret Drive.

Final responsibility for the installation of adequate precautions and for the protection of the traveling public and his own personnel shall rest with the Contractor.

Alternate one-way traffic control may be required during construction operations. Permission for complete stoppage of one direction of traffic must be obtained from the Local Police and the Engineer at least three (3) days prior to the stoppage. Alternate one-way traffic control will be affected by flaggers, one at each end of the work area. All temporary traffic lanes shall have a minimum unobstructed width of 11 feet.

Reduction of the number of lanes available for traffic or construction of existing widths of traveled way will not be permitted until after 9:00 a.m. and shall be removed prior to 4:00 p.m. unless otherwise directed by the Engineer.

Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays, or legal holidays unless otherwise directed by the Engineer.

Sites for the storage of equipment and materials during the progress of the work shall be subject to the approval of the Engineer.

Compliance with all prescribed safety precautions contained herein shall not relieve the Contractor of this primary responsibility to take all necessary measures to protect and safeguard the public nor relieve him of any responsibilities described in the contract agreements.

If the Local Police Department notifies the Contractor or his superintendent or the Engineer of any hazardous condition or violation of traffic control in the work area regulations, all operations shall be immediately discontinued and immediate remedial action will be taken to the satisfaction of the Local Police before work is resumed. All costs incurred as a result of such action shall be borne by the Contractor without recourse against the Owner.

Prior to beginning a seasonal shutdown or any other prolonged work stoppage, or when work is suspended by the Engineer, all excavated areas within the traveled way or adjacent thereto shall be brought to a grade compatible with the existing traveled way or to finished grade, as approved.

The Contractor shall be responsible for maintenance within the project limits until acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times.

In the case of a contract requiring the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

On any section opened to traffic, whether provided for in the contract documents or opened as directed, any damage to the roadway due to the Contractor's operations shall be repaired at no cost to the Owner.

The Contractor shall backfill all excavated areas within the roadway to a grade compatible with the existing traveled way at such times he is not actively working. This shall include nights, weekends, and periods of shut downs.

159.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
BREAKAWAY BARRICADE	UNIT
DRUM	UNIT
TRAFFIC CONE	UNIT
TRAFFIC DIRECTORS, FLAGGERS	MAN-HOUR
CONSTRUCTION SIGNS	SQUARE FOOT

"Flagger Allowance" for the traffic safety services will be measured by the man-hour. The Contractor is advised that payment for flagmen will be made at the Prevailing Wage Rate for Laborer, Class D. Should prevailing wage rates be revised, an equal adjustment shall be made via closeout change order. Equipment and materials associated with flagmen operations shall be paid under the lump sum item for all items requiring same.

The Contractor shall furnish a crash truck and one (1) portable variable message sign (VMS) at all times during construction. Cost for same shall be included in the lump sum price bid for Clearing Site.

Contractor shall be responsible for all necessary traffic control devices, traffic directors, traffic coordinators, and all else necessary and incidental to the proper maintenance and protection of traffic throughout the course of the project in accordance with the MUTCD and local authorities having jurisdiction in these matters.

Emergency Towing Service will not be measured.

Separate payment will not be made for escape ramps provided at the edges of pavement lifts or at excavations, but all costs, thereof, shall be included in the price bid for the various pay items in the proposal, control devices as required or as directed.

Separate payment will not be made for furnishing or relocating traffic control devices as required or as directed.

Separate payment will not be made for temporary striping or construction sign posts. Cost of same shall be included in all items requiring same.

Separate payment will not be made for relocation of breakaway barricades, drums, traffic cones, or construction signs.

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 Fuel Price Adjustment

THE FIFTH PARAGRAPH IS CHANGED TO:

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

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

Where:

F = Fuel Price Adjustment

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

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in [Table 160.03.01-1](#) without written approval from the RE.

160.03.02 Asphalt Price Adjustment

THE THIRD PARAGRAPH IS CHANGED TO:

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

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

Where:

A = Asphalt Price Adjustment

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

BA = Basic Asphalt price Index

T = Tons of new Asphalt Binder

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the new asphalt in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix 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.

160.04 MEASUREMENT AND PAYMENT

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

Asphalt price adjustment and fuel price adjustment shall be utilized in accordance with P.L. 2009, c.187 (A-436/S-2833) and the Local Public Contracts Law, latest revision and all other statutory requirements.

The bidder is advised that the modification of the lump sum price indicated for fuel price adjustment will not be permitted. Payment for any and all items associated with fuel price adjustment in excess of the lump sum price indicated shall be included in the prices bid for all items requiring the same.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.01 DESCRIPTION

This article of the Standard Specification is amended as follows:

Add the following to this Article:

All tree stumps shall be grubbed out within the limits of the project.

Clearing Site shall also include the removal of all trees, brush, weeds, roots, matted leaves, small structures, debris, and other objectionable material, vegetation and growth, trimming of shrubs and hedges, and the relocation of existing fences where directed.

Clearing site shall also include the removal of all obstructions either standing or fallen within the limit of construction and for which payment is not provided for in the contract.

Clearing site shall also include the removal and salvaging of existing inlet or manhole frames, covers, or grates, benches, as well as the delivery of any of these items not utilized in this construction contract to the Owner.

The removal of existing storm drains where required on the plan and backfilling with suitable excavated materials from the project site shall be performed in accordance with the provisions of Sections 202, 203 and 601 of the Standard Specifications.

The Contractor shall notify the utility companies prior to the start of construction and shall schedule his work so as not to be unnecessarily delayed by the utility companies, nor should he unnecessarily delay the utility companies from performing their work.

Clearing site shall also include restoration of all grassed area, driveways, pavement areas, and all else disturbed outside the limit of work and the cleaning of existing inlets, manholes, and storm sewers to provide positive flow from proposed storm sewer discharges into the existing storm sewer system.

201.03.01 Clearing Site

A. Preparation

B. Clearing and Grubbing

The following is added:

All trees to be removed shall be done so by persons certified in New Jersey to work adjacent to overhead electrical lines.

C. Mailbox and Sign Relocation

The following is added:

Clearing site shall also include the removal, salvaging, and delivering to the Owner of existing regulatory, warning and ground mounted directional signs which are being removed, replaced or relocated in this contract,

or as directed by the Engineer. These signs shall not be removed until the new signs have been installed, temporary traffic control signs for stage construction have been placed or they are determined no longer needed, as directed by the Engineer.

D. Plugging Pipe

E. Removing Pipe, Inlets and Manholes

This article of the Standard Specifications is amended as follows:

Inlet and manhole castings shall be salvaged and delivered to the Owner as directed.

Add the following paragraphs to this Article of the Standard Specifications:

If the area where pipes, inlets, or manholes lay outside of proposed pavements, backfill shall be with suitable excavated materials from the project. Backfill of excavated areas within proposed pavement areas shall be made with suitable excavated materials from the site, dense graded aggregate base course or soil aggregate Type I-3, as directed by the Engineer.

No payment will be made for backfill with suitable excavated materials from the job site. Payment for backfill with soil aggregate Type I-3 and dense graded aggregate base course, where directed, will be made at the unit price bid for these items in the proposal.

F. Removing Sidewalks, Driveways, Curb and Gutters

The following is added:

Where existing concrete curbing is monolithic with the existing concrete pavement, payment for removal shall include the sawcutting of the pavement at a distance of two feet maximum from the gutterline and removal of the existing curbing and pavement in order that full depth curbing may be constructed in its place.

Payment for removal of existing concrete curb or curb and gutter adjacent to bituminous concrete pavement to remain shall include the sawcutting and removal of 24" of the existing adjacent pavement.

Existing brick walks and pavers will be removed, stockpiled, and reset as directed by the Engineer. Damaged bricks and pavers unit shall be replaced, in kind, at no additional cost to the Owner.

G. Removing Electrical Material and Equipment

The following subsection is added to the standard specification:

H. Removing Existing Fire Hydrant Assemblies

Existing hydrant assemblies shall be removed where indicated on the plans and as directed by the Engineer. The work shall include the excavation, removal of the existing hydrant and valve, capping of the existing remaining open pipe end with a mechanical joint cap and thrust block, backfilling and the salvaging and delivery of the existing hydrant and valve to the Owner.

201.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
CLEARING SITE	LUMP SUM
REMOVE EXISTING WALKS	SQUARE YARD
REMOVE EXISTING CURB OR ROLLED CURB AND GUTTER	LINEAR FOOT

Add the following:

Separate payment will not be made for the items associated with clearing site for which individual pay items have not been provided in the contract. Payment shall be included in the Lump Sum price indicated in the bid form for clearing site, and/or the prices bid for all items requiring the same.

Separate measurement and payment will not be made for clearing site with exception to the following:

Measurement and payment for the removal of curb and gutter shall be made based on the actual linear feet of curb and gutter ordered removed and satisfactorily removed and shall include all costs for sawcutting and pavement removal.

Measurement and payment for the removal of sidewalks, aprons, and driveways shall be made based on the actual square yard of sidewalks ordered removed and satisfactorily removed.

Separate payment will not be made for the removal of storm drainage pipes, structures and hydrant assemblies that are located within trenches for proposed utility lines.

Payment for the removal of trees not indicated to be removed on the plans but required to construct the improvements or ordered by the Engineer to be removed shall be made based on the prices bid for the removal of additional trees as listed in the bid form.

Separate measurement and payment will not be made for the removal of trees indicated to be removed on the construction plans, nor for the use of persons certified to work adjacent to electrical lines. Compensation for the same shall be included in the lump sum price indicated in the bid form for clearing site and/or the prices bid for all items requiring the same.

Separate measurement and payment will not be made for the repair, relocating and resetting of signs, irrigation, landscaping walls or beds, benches, and mailboxes. The relocation shall be completed in the manner acceptable to the private and public authorities having jurisdiction thereof.

Separate measurement and payment will not be made for the delivery of salvaged signs, castings, and hydrant assemblies to their respective owners.

Payment for clearing site shall be made commensurate with the total value of work completed on the project as determined by the Engineer.

Separate measurement and payment will not be made for the removal of beam guide rails and components of beam guide rails indicated to be removed on the construction plans. Compensation for the same shall be

included in the lump sum price indicated in the bid form for clearing site and/or the prices bid for all items requiring the same.

Separate measurement and payment will not be made for the removal of existing RPM and castings. Compensation for the same shall be included in the lump sum price indicated in the bid form for clearing site and/or the prices bid for all items requiring the same.

The Department will not make payment for the Item CLEARING SITE in excess of \$100,000.00 until Completion.

SECTION 202 – EXCAVATION

202.01 DESCRIPTION

The following is added to this Article of the Standard Specifications:

The excavations shall be made to conform with the lines of the finished structures wherever practical. The excavations shall not be carried below the required grades by machine and back-filled to the grade of foundations, bottom slabs, footings, or pipelines. The trench in which pipe, manholes, or inlets are to be constructed shall be excavated from the surface and to such depths and widths (not less than 12 inches greater than the maximum external dimension of the structure) as will give suitable room for bracing and supporting, pumping and draining, and for removing from the excavation any material which the Engineer may deem inadequate for foundation. All excavations shall be of sufficient width to permit work to be done completely, in the manner intended and of the size specified and/or shown on the plans.

The length of the trench to be opened or the area of the surface to be disturbed and restored at any time will be limited by the Engineer with regard both to expeditious construction, and convenience to the Owner. New trenches will not be excavated if previous trenches are in need of back-filling or labor is needed to restore the surface of the ground to a safe and proper condition.

Trenches for pipes shall be a minimum of 2' wider at the bottom than the outside diameter of the pipe and shall not remain open in excess of 50' in length nor remain open overnight.

Excavation for subsurface structure shall also include the excavation required to provide compacted granular bedding as shown in the Construction Details. Whenever the material at the bottom of a bedding or other subsurface structure excavation is soft or otherwise unsuitable, it shall be removed to such depth as the Engineer may require and the space back-filled with Coarse Aggregate Type 57.

All excavations for pipelines shall be clear of boulders, rock, masonry, or other similar material which shall be excavated to a level at least six inches below the bottom of the pipe, and carefully refilled with approved material mechanically compacted to provide a stable subbase. Rock or boulders shall be removed from sides of trenches to 12 inches outside the wall of the pipe, unless permission to do otherwise is expressly given. Gravel or stone bedding shall be provided, placed and compacted to the minimum depths when indicated on the plans. The bottom of the trench shall be excavated where the earth is suitable for good foundation to the form and size of the lower portion of the pipe or other structure, so that there shall be full and adequate support for the structure which is to be built on it. Ample excavation shall be made under and around the pipe joints for jointing and to relieve the bell of shearing forces.

Excavation, unclassified, shall also include removal of hot mix asphalt pavement overlay, hot mix asphalt pavement, and reinforced and non-reinforced concrete pavement.

In addition, excavation, unclassified, shall include the sawcutting of the existing pavement. This shall be at a distance of one foot from the edge of the existing pavement that is to remain in place to form a proper bond between the new pavement and the existing pavement, or as directed by the Engineer.

Excavation, unclassified, shall also include, as required, the separation and temporary stockpiling of suitable earth materials from excavation and the re-handling of the stockpiled materials for the construction of the roadway embankments, subbase, base courses and backfill if and where directed by the Engineer.

Excavation, unclassified, shall also include removal of unsuitable material in cut sections disclosed by proof rolling.

Where rock is encountered at the locations of the proposed inlets, manholes, and headwalls, the rock shall be dressed to level beds as directed by the Engineer.

Unauthorized Excavation

Special care will be taken with the final six inches of all excavations. In no case shall the excavation be carried below grade by machine and backfill used to establish the required grade. Where the excavation has been carried below grade through error or because of slides or cave-ins, the Contractor shall at his own expense restore such areas with 3/4 inch graded gravel or crushed stone or as directed by the Engineer. If the Contractor excavates below the required grade for structures, the over excavation shall be filled with material subject to the requirements of the Engineer. The material may include 2000 psi concrete if so ordered by the Engineer.

Sheeting and Bracing

Where necessary for safety or to prevent disturbance, damage, or settlement of adjacent structures, pipelines, utilities, improvements, or paving, excavations shall be sheeted and braced. Any damage to new or existing structures occurring through settlement, water or earth pressure, or other causes due to inadequate construction procedures of the Contractor in any other manner, shall be repaired by the Contractor at his own expense.

Dewatering and Protection from Flooding

The Contractor shall dewater the excavations promptly and continuously throughout the progress of the work and shall keep the excavations dry at all times until the structures to be built therein, are completed. Where work is to be performed below groundwater level, the Contractor shall provide, operate and maintain dewatering facilities sufficient to maintain the excavation free from groundwater for the time required to complete the work in the proper workmanlike manner.

The Contractor shall protect uncompleted work from flooding during storms or from other causes. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.

All necessary precautions shall be taken to prevent disturbance of, and to properly drain, the areas upon which concrete is poured, and upon which pipe is to be laid. All concrete shall be kept dry for one month after pouring except curing.

All water pumped and bailed from the trench or other excavation shall be conveyed in a proper manner through an approved settling basin and to a suitable point of discharge by the Contractor at his own expense.

Construction Safety

The Contractor shall follow the various requirements contained in the Construction Safety Code, latest edition, as prepared by the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety. In addition, the Contractor shall comply with the "Construction Safety and Health Regulations" of the Occupational Safety and Health Administration, Title 29, Chapter XVII, Part 1926 or latest revision.

Protection of Existing Pipelines and Structures

Care shall be taken not to relocate without the consent of the Engineer any sewers, drains, culverts, water or gas pipes or structures near them that could affect their stability. All utilities shall be securely hung, braced, or supported in place until the work is completed. Whenever it is necessary to interfere with said structures or

pipelines, the Contractor shall maintain their services at his own expense and repair all damages caused by his act or neglect of work. The integrity of all pipelines and structures shall be maintained throughout the construction and same shall be left in an equivalent condition or improved condition after completion of construction.

Adequate precautions shall be taken to prevent settlement of existing improvements.

In case water pipes, gas pipes, conduits, or other utilities become damaged or broken in the prosecution of the work, the Contractor shall give immediate notice to the proper authorities and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities shall make the Contractor responsible for any needless loss of water or gas, or for interruption of services.

When house connections or service pipes supplying water or gas as well as underground sprinkler systems are broken during construction, the Contractor shall repair them at his own expense. Delays, such as would result in adjoining buildings having to do without water or gas for a needlessly long period, will not be tolerated. The Municipality reserves the right to remedy such delays by ordering outside parties to make such repairs at the expense of the Contractor.

If so directed in writing, the Contractor shall make permanent changes in the location of water mains if they are obstructing the new structures to be built. The cost of such changes will be paid for as extra work based on the valuation made by the Engineer and depend on his decision as to whether the work done is or is not included in the work required and bid for by the Contractor under the contract. In rendering all such accounts, the Contractor shall itemize both the labor and materials involved and provide other information as may be required by the Engineer.

Underground Objects and Utilities

Information as to the location of existing utilities has been collected from various sources, but the results of such investigations are shown on the contract drawings and are not guaranteed as to accuracy. The Contractor is particularly directed to the fact that underground objects or material location, elevation, or type is not warranted to be approximately correct (nor can they be assumed to be the only subsurface objects or materials which may be encountered in the work). The Contractor shall make all necessary investigations to satisfy himself as to the existing conditions prior to bidding work, including the locating of existing underground sprinkler systems.

202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the Engineer based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C. If topsoil materials are to be stored on private property, the Contractor shall obtain and deliver to the Engineer written releases from the Owners of the property for the storage.

Before trench excavation, the Contractor shall strip the existing topsoil and store for future use.

202.03.02 Excavating Test Pits

202.03.03 Excavating Unclassified Material

A. Excavating

The following is added to this Article of the Standard Specifications:

Excavation shall be carried out to the elevations or depths shown on the plans prior to proof rolling.

The Contractor shall take special precautions necessary to prevent damaging any existing utilities. He shall be held liable for repairs of any damage done to these utilities.

1. Wet Areas
2. Foundation and Bridge Areas
3. Rock Areas

This Article of the Standard Specifications is amended as follows:

Delete the third paragraph of this article and substitute the following:

If it is determined that in-place stabilization is required, use rock bolting or other stabilization techniques as directed. Blasting is prohibited.

The following is added to this subsection:

4. SAWCUT

This work shall consist of making longitudinal and transverse cuts in existing pavement as directed by the Engineer.

Saw cuts shall be made with an approved power saw full depth in order to prevent damage to the existing pavement, sidewalk, driveways or curbs and to provide a neat edge for the adjacent proposed sidewalk, driveways or curbs as shown on the plans or as directed by the Engineer.

B. Temporary Storing

The following is added to this Article of the Standard Specifications:

The Contractor shall make his own arrangements for storing suitable excavated materials. If any such materials are to be stored on private property, the Contractor shall obtain and deliver written releases from the Owners of the property being used for storage to the Engineer. The Contractor shall be responsible for phasing his operation in order to use suitable excavated materials in the embankment areas.

C. Measuring Elevation

202.03.04 Excavating Regulated Material

202.03.05 Excavating Acid Producing Soil (APS)

202.03.06 Removing Pavement

202.03.07 Reuse or Disposal of Excess Material

This subsection of the standard specifications is amended as follows:

Excess excavated earth may be permitted to be reused to widen or flatten slopes of embankment, or to fade embankments into cuts, or reuse as approved at other locations or disposed of.

Excess rock excavation may be permitted to be used along slopes adjacent to streams for slope protection in accordance with Subsection 603.

Excess broken concrete and bituminous concrete may be permitted to be used in the construction of embankments in accordance with subsection 203.

Excess material other than earth or rock not used as specified above shall be recycled or disposed of in accordance with Subsection 201.03.09.

Excess earth or rock not used as specified above and unusable soil or rock shall be placed at sites provided by the Contractor outside of the project.

Unsuitable material shall be disposed of offsite at locations secured by the Contractor.

202.03.08 Disposal of Regulated Material

202.03.09 Disposal of Regulated Material, Hazardous

The following subsections are added to this Article of the Standard Specifications:

202.03.09.01 Removal of Existing Sanitary Sewer

The Contractor shall remove all sanitary sewer mains, manholes, laterals, risers, and cleanouts as indicated on the plans or as directed. Manholes, mains and laterals shall be flushed clean of all sewage prior to removal. The manholes, mains, laterals and all debris shall be disposed of in accordance with Subsection 201.09. All manhole castings shall be delivered to the Owner, as directed.

Asbestos cement pipe, if encountered and removed, shall be removed and disposed of in accordance with Section 202.03.09.02, as well as all applicable federal, state, and local requirements, including, but not limited to, current USEPA regulations (NESHAP, 40 CFR 61 Subpart M); OSHA regulations (29 CFR 192658);, the current New Jersey asbestos hazard abatement subcode (N.J.A.C. 5:23-8); the current NJDEP regulations (N.J.A.C. 7:26-1 et. seq.); and notification regulations (N.J.A.C. 5:23-8.6, 40 CFR 61 Subpart M, and N.J.A.C. 7:26-2:12), as well as applicable health and safety monitoring requirements.

202.03.09.02 Removal and Disposal of Asbestos Cement Pipe

The Contractor shall comply with all applicable Federal, State and local regulations, do all excavation, disconnect from existing structures, cut, remove, handle, wrap, transport and dispose of asbestos cement (transite) pipe in accordance with the local health jurisdiction regarding general safety, security, insurance, pollution and asbestos related requirements.

The Contractor's work shall include all excavation, transportation, procedures backfill, labor, tools, materials and equipment required for the safe removal and disposal of the asbestos cement (transite) pipe. Asbestos cement pipe shall include all such pipe encountered, including, but not limited to, sanitary sewer and water mains, laterals, risers, and cleanouts.

The Contractor shall be responsible for fully informing himself of all regulations that may apply to the above specified activities. Neither the Owner nor its representatives are responsible for informing the Contractor of his legal responsibilities. All references to codes and standards within this specification are made for informational purposes only. They are not intended, nor shall be interpreted, as all inclusive. The Owner and its representatives shall not be liable for the Contractor's negligence in complying with any applicable codes, laws, or regulations not cited in this specification.

In cases of conflict between this specification and any applicable codes, law and/or regulation, the stricter coding shall apply and shall be enforced.

The Contractor is advised that the Middlesex County landfill does not accept transite pipe and accordingly the Contractor is responsible for securing a hazardous waste landfill, or other approved disposal facility subject to NJDEP requirements, outside the state which will accept the pipe.

All asbestos removal work shall comply with: the current United States Environmental Protection Agency (USEPA) regulations (NESHAP, 40 CFR 61 Subpart M), National Emission Standards for Asbestos; the current Occupational Safety and Health Administration (OSHA) regulations concerning construction (29 CFR 1926.58); the current New Jersey Asbestos Hazard Abatement Subcode (NJAC 5:23 8); and the current New Jersey Department of Environmental Protection regulations concerning waste transport (NJAC 7:26 1 et. seq.).

The Contractor shall be responsible for all proper notification, including, but not limited to those required by NJAC 5:23 8.6, 40 CFR 61, Subpart M, and NJAC 7:26 2:12.

A copy of the waste manifest indicating the chain of custody and disposal site and date shall be provided for each waste container or truck within five working days of the job completion.

Prior to the commencement of the work, the Contractor shall submit the following:

1. Work schedule including the hours to be worked on a daily basis, and the Contractor's plans for completing the work.
2. Copies of all notifications as required by this specification including, identification of the Contractor's waste hauler, the hauler's NJDEP identification number, and intended disposal site of contaminated wastes.
3. The name of the testing laboratory providing the Contractor's OSHA compliance monitoring.
4. The name and qualifications of the individual who will act as the project supervisor during the asbestos removal portion of the project.

The Contractor is required to provide a fluent English speaking individual to act as a full time representative of the Contractor's organization (i.e. project supervisor) during all activities at the work site. This individual must be authorized to make decisions concerning Scope of Work situations. The name and qualifications of the individual must be submitted at the pre-construction meeting, and be approved by the Owner and their representatives.

The Contractor shall also provide health and safety monitoring during the course of the work and shall prepare a health and safety plan in accordance with all appropriate OSHA requirements prior to starting work. The health and safety plan must be implemented by the Contractor's site safety officer.

The Contractor is responsible for providing OSHA required air monitoring for his personnel.

The Contractor shall submit documentation indicating that all on site personnel have satisfactorily passed the 40 hour OSHA Basic Health and Safety Training Course and have had the current annual refresher course.

The Contractor shall be responsible for all asbestos removal and disposal. The Contractor shall hold a valid New Jersey Class "A" Asbestos Removal License or employ a subcontractor who does.

The asbestos removal processes are to be performed by competent persons trained, knowledgeable, and qualified in the techniques of abatement, handling and disposal of asbestos containing materials. All asbestos removal workers and supervisors shall possess a current, valid permit from the New Jersey Department of Labor.

Transportation and disposal of asbestos containing and asbestos contaminated waste shall be in accordance with the requirements of the Department of Health of the County, in addition to any federal and state requirements. A copy of these requirements may be obtained by contacting the Department of Health during business hours.

The Contractor will be required to contact the County Health Department upon encountering transite pipe and prior to transport and disposal. The Contractor shall retain a firm to act as the Asbestos Safety Control Monitor (ASCM) during all abatement activities specified herein. The Contractor's designated individual responsible for coordination of the asbestos removal shall maintain continuous contact with the ASCM's Asbestos Safety Technician (AST) and is expected to respond to requests made by the AST or other representatives of the ASCM on matters concerning the abatement work.

During excavation in areas where asbestos cement pipe may exist, the Contractor shall have a crew sufficient to implement the work procedures described below, on call, and able to respond and mobilize at the site within 24 hours.

The area surrounding each location shall be secured by erecting barriers or warning tape a minimum of ten feet in all directions. OSHA approved asbestos hazard warning signs shall be posted at the perimeter of the secured area. The Contractor shall be responsible for controlling access into the secured area to properly trained and protected personnel only. The area surrounding the asbestos cement pipe to be removed shall be excavated by hand shovel methods to a depth sufficient to remove the pipe.

The asbestos cement (transite) pipe shall be excavated and removed from the ground. The exterior of the pipe shall be treated with encapsulant and then the pipe shall be removed as intact as possible. If cutting is required to remove the pipe, it shall be kept to a minimum and accomplished using a cutting tool equipped with a local vacuum attachment fitted with a HEPA filter. Once the pipe is removed, all newly exposed surfaces of the pipe shall be treated with encapsulant and it shall be placed in a double 6 mil plastic bag with OSHA approved warning labels printed on the outside of the bag. The bag shall then be secured with duct tape. This procedure is known as "double bagging." An OSHA approved asbestos waste warning label shall be affixed to the outside of the wrapping.

The wrapped pipe shall be disposed of in accordance with NJAC 7:26.

Reference to encapsulant shall mean a commercially available removal encapsulant such as EPA 55 as manufactured by Arpin Products, or equivalent.

It is suggested that the Contractor consult with the disposal facility in order to determine the maximum length of pipe it will accept.

The Contractor must provide proof of insurance as required by the State of New Jersey and any and all other applicable insurance requirements.

Ten days prior to the intended disposal, a notification letter should be sent to the NJDEP. This letter should include the following:

1. Location of job
2. Amount of pipe
3. Type of pipe
4. Name and NJDEP # of hauler
5. Destination of pipe
6. Intended date of disposal

This notification letter is to be sent to:

Mr. Terrence McAdams
NJDEP Division of Solid Waste Management
CN 414
540 Bear Tavern Road
Trenton, NJ 08625

202.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
EXCAVATION, UNCLASSIFIED	CUBIC YARD

The Contractor shall take all necessary steps to confirm the horizontal and vertical locations and/or presence of existing utilities, including but not limited to excavating test pits. No separate measurement and payment will be made for Test Pits. Costs of same shall be included in the cost of all work requiring same.

Excavation unclassified, in the areas other than "boxed out" areas will be measured in the original position of the excavated materials by the cross section method, and the volumes of excavated material will be computed by averaging the end areas. The distance between cross sections for the purpose of averaging end areas will be measured as the distances between the points of intersection of the cross section and the base line, profile line, center line, curb line, or other such line on which the stationing for the cross sections is carried. The quantities of excavation for which payment will be made will be those shown in the Contract for the various items, provided the project is constructed essentially to the lines and grades shown on the plans.

If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities in any balance, or the entire project, either party shall have the right to request and cause the quantities involved to be measured as specified hereinafter.

When payment is made on a volume basis, all excavation will normally be measured into original position by using cross sectional measurements photogrammetry or electronic computing methods.

When cross sectional measurements are used, the preliminary or construction cross sections will be used as the base cross sections and the final cross sections plotted therein. Additional intermediary cross sections may be interpolated at points where necessary to more accurately determine the quantities.

The average end areas method will be used for computing the volume of earthwork except where it is impractical to measure material by the cross sectional method due to the erratic type or location of the work. In the event of such situation, the excavation may be measured by acceptable method involving three-dimensional measurements.

Computations for excavation in intersection areas and abandoned drainage systems will not be done by the average end areas method, but rather by a suitable method selected by the Engineer to provide an accurate quantity.

Computations for the excavation of "boxed out" areas in an existing roadway shall be based on the actual dimensions of the excavations ordered excavated and measured by the Engineer or his representative.

Separate measurement and payment will not be made for saw cutting of any kind. The cost for this work shall be included in the unit price bid for each item requiring same.

Separate payment will not be made for escape ramps provided at the edges of pavement lifts or excavations but all costs thereof shall be included in the price bid for each item requiring same.

Unstable material disclosed in an embankment which was not constructed properly, in the Engineer's opinion, shall be removed and replaced at no additional cost to the Owner.

Payment for excavation of unstable materials in cut sections disclosed by proofrolling and ordered by the Engineer shall be made based on the unit price bid for excavation, unclassified.

Payment for the removal of unsuitable material at the bottom of a bedding or other subsurface structure excavation shall be made based on the unit price bid for excavation, unclassified as listed in the bid form.

No separate payment will be made for the following but cost thereof shall be included in the respective unit prices submitted for the various items listed in the Proposal:

1. All excess and unsuitable excavation for which no use is shown on the plans or prescribed in the specifications shall be disposed of by the Contractor at sites to be provided by the Contractor outside the contract limits of the project.
2. Providing sheeting, shoring, bracing which would be pulled away or left in place as per direction of the Engineer.
3. Dewatering, if necessary, of whatever means.

No separate payment will be made for excavation required to provide bedding for all subsurface structures but the cost thereof shall be included in the respective unit prices submitted for the various items of subsurface structures listed in the Proposal.

No separate payment will be made for Pipe Bedding; rather the cost thereof shall be included in the unit prices of the various pipes in the proposal.

Backfill for the EXCAVATION OF TEST PITS and in the trenches for the various pipes, outside the roadway, shall be with suitable excavated material from the site (as approved by the Engineer) and will not be measured separately for payment rather all costs thereof shall be included in the respective items in the proposal.

Backfill for Excavation of Test Pits and in the trenches for the various pipes within the roadway shall be with suitable excavated material from the site, with Dense Graded Aggregate or Coarse Aggregate NJDOT Type 57 granular backfill, as directed by the Engineer. Backfill with suitable excavated material from the site will not be measured for payment rather all costs thereof shall be included in the respective items in the proposal. The quantity for Dense Graded Aggregate and Coarse Aggregate NJDOT Type 57 granular backfill that will be paid for will be the amount of material placed as directed by the Engineer and shall be measured in place by the cubic yard and paid for as specified in Section 302 and 601.

Separate payment will not be made for cut, removal and disposal of existing concrete roadway base.

Separate payment will not be made for disposal of concrete roadway base or any unsuitable material to the disposal facility.

Separate measurement or payment will not be made for hot mix asphalt driveway excavation and disposal associated with driveway or apron removal and replacement. Cost of same shall be included in the bid price for all items requiring same.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 302 – AGGREGATE BASE COURSE

302.01 DESCRIPTION

The following is added to this Article of the Standard Specifications:

The Contractor is herein advised that the use of imported recycled material as an alternate to dense graded aggregate is subject to the submission of gradation test results and priority pollutant plus forty test results indicating the material is acceptable for the intended use in accordance with NJDEP criteria and requirements. One set of test results per source shall be provided for every 1000 cubic yards of imported material provided that a minimum of one set of results is submitted per street. Further, any recycled material to be utilized must come from a State licensed recycling facility.

302.02 MATERIALS

302.03 CONSTRUCTION

302.03.01 Aggregate Base Course

- A. Preparing Subgrade or Subbase
- B. Density Control Strip
- C. Aggregate Base Course Placement
- D. Thickness Requirements

This Article of the Standard Specifications is amended as follows:

Delete the first paragraph of this article and substitute the following:

The thickness will be measured at a frequency not exceeding 100 feet or as established by means of test holes or other methods. Test holes shall be refilled with the base course material and the material compacted in layers not more than 6 inches thick with a flat-face mechanical tamper.

- E. Compaction Acceptance Testing

The following subheading is added to these specifications:

- F. Waiving Standard Compaction Requirements

When the Special Provisions waive the requirements of Subheadings B and E above and no alternative method is specified, the base course shall be placed and compacted according to subsection 203.03.02.

The compaction requirements in subheadings B and E are waived.

The following subheading is added to these specifications:

- G. Maintenance Under Traffic Control

Traffic shall not be permitted to ride on the compacted base course.

302.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
DENSE-GRADED AGGREGATE BASE COURSE, 8" THICK	CUBIC YARD

Measurement by the cubic yard shall be based on the compacted thickness as determined in accordance with 302.03.1D.

The cost for the test holes described in 302.03.1D shall be included in the unit cost of the various aggregate base courses.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.01 DESCRIPTION

401.02 MATERIALS

The following is added:

Hot mixed asphalt 9.5M64 shall be used in transition (run-out) areas where directed.

401.03 CONSTRUCTION

401.03.01 Preparing Existing Pavement

The following is added to this section of the Standard Specifications:

Milling shall consist of the removal without heat of all or part of the in-place HMA surface and base courses to the depth(s) required to allow the HMA overlay to be constructed to nearly the profile and cross slopes shown on the plans or to match the proposed gutter depths as directed by the Engineer.

The texture produced for traffic areas shall be a grid surface with uniform discontinuous longitudinal grooves and shall not deviate more than 1 inch in two hundred feet from a line parallel to the center of the roadway. The milling texture shall provide a skid resistance not less than that of the original pavement prior to milling and permit passage of normal highway traffic at the posted speed limit without vehicle operators experiencing impaired directional control. The textured depth of the grid pattern shall not exceed 0.25 inches. Should the texture depth exceed that intended, the milling procedures shall be revised to produce a texture acceptable to the Engineer.

The equipment used for milling and profiling shall be a self-propelled, power operated planing, grinding or cutting machine capable of removing without heat and in one pass, the specified layer of pavement to a maximum depth of 3 inches for bituminous HMA milling. The equipment shall be capable of accurately establishing profile grades by referencing either the existing pavement or from an independent grade control and shall have positive means for controlling cross slope elevations. The operating speed of the machine shall be variable and adequate to produce milled material of approximately 2 inches in size if so specified elsewhere herein. The equipment shall also have an effective means for removing milled material from the surface and for preventing dust and other particulate matter from the milling and loading operations from escaping into the air.

A milling test strip shall be constructed within the proposed limits of milling prior to commencement of the actual milling operations. The milling test strip shall be approximately 300 square yards. The purpose of the test strip is to determine the machine and drum speeds of operation which will produce the proper pavement texture and to determine the proper cross slope and cutting depth required to remove all ruts and corrugations. When these criteria have been established to the satisfaction of the Engineer, the Contractor shall operate at the speeds, cross slope, and cutting depth determined during the test strip milling unless otherwise approved by the Engineer.

No additional payment will be made for performing the test strip. The test area will be measured and paid for at the unit price bid for the item "Milling" in the proposal. If the area to be milled is less than 2,500 square yards,

a test strip may not be required. The milling operations, including removal of the milled material shall be carried out in a manner that will prevent dust and other particulate matter from escaping into the air.

If different equipment is brought on the job, an additional test strip shall be constructed at the discretion of the Engineer.

If the milled material is to be recycled, the area of milling shall be cleared of all debris and power broomed to remove fine particles prior to milling. Before brooming, earth berms shall be removed, as necessary, within the area to be milled to prevent soil and grass from contaminating the milled material. Disposal of earth and debris shall be in accordance with Subsection 201.03.09.

Milling shall start at the low end and progress toward the high side. The Contractor shall make provisions for any water that may be trapped due to the milling operation, such as by lateral saw cuts into the shoulder area. In the event that the entire pavement width along a section of the roadway has not been milled to a flush surface by the end of the same working day, the longitudinal edges of the milled area, if exceeding 1/2 inches in height, shall be sloped in a manner acceptable to the Engineer. A smooth transition shall be provided at the ends of all the milled areas which are opened to traffic.

If the plans show a transverse shift in the longitudinal direction, the milling machine will be stopped and moved to the required offset before continuing in the longitudinal direction.

Automatic grade controls will not be required on sections of the project where intersections or other conditions interfere with their efficient operations.

Pavement to be milled in the areas not accessible to the milling machine shall be removed by other equipment as approved by the Engineer.

Pavement below the specified level of milling that becomes dislodged or delaminated prior to resurfacing shall be removed by the Contractor and replaced with HMA.

Millings shall be disposed of by the Contractor at a location secured by the Contractor off-site.

The Contractor is advised that where pavement milling is ordered and required, the time period between the milling operation and the placement of new finished pavement shall not exceed two days unless approved by the Engineer. In any event all manholes must be ramped in order to prevent damage to vehicles utilizing the roadway during the interim. The pavement shall be swept clean by mechanical brooming immediately after completion of the milling operation.

The milling operation, including removal of the milled material, shall be carried out in a manner that prevents dust and other particulate matter from escaping into the air.

401.03.02 Tack Coat and Prime Coat

This article of the standard specifications is amended as follows:

401.03.03 HMA Courses

Subsection I is amended as follow:

I. Thickness Requirements

For NJDOT FUNDED Projects only.

Subsection J is replaced by the following:

For this project, no payment reductions shall be made.

401.03.04 Sawcutting and Sealing of Joints in HMA Overlays

401.03.05 Core Samples

401.03.07 HMA Courses

A. Paving Plan.

PART (4) IS CHANGED TO:

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

C. Test Strip

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

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

D. Transportation and Delivery of HMA.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.

G. Opening to Traffic.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

H. Air Void Requirements

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

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5,000 square yards, the Local Aid District Office may waive the air voids requirements.

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

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

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

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

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

The Laboratory will use and submit to the RE [form 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 ≥ 30 for mainline or ramp lots, or PD ≥ 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 ≥ 75 (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

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

I. Thickness Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

Where T_{des} = design thickness.

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

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

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

- e. **Retest.** If the initial series of 5 cores produces a percent defective value of $PD \geq 30$, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the Engineer. Notify the Engineer 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).
 $Q_L = (X - T_{all})/S$, where T_{all} is the minimum allowable thickness from Table 401.03.07-6.

Table 401.03.07-6 Surface Course Thickness Requirements	
HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T_{all})
4.75 MM	0.50 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST - Statistical Tables (NJDOT Standard Specs for Roads and Bridges 2019-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with Q_L (lower limit).
- d. **Retest.** If the initial series of 5 cores produces a percent defective value of PD > 30, the Contractor may take an additional 5 cores at random locations determined by the Laboratory. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the PPA. When the additional cores are taken, the Laboratory will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores to obtain the total PD.
- e. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a PD ≤ 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.

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 Engineer will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C). The testing agency will use and submit to the Engineer the [IRI Testing Summary Report form](#) provided from The Local Aid District Office and verify manually the pay adjustment calculation.

Current IRI data for paving routes designated NHS or NJDOT jurisdiction can be made available by request by contacting Simon Nwachukwu at Simon.Nwachukwu@dot.nj.gov.

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

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the Engineer will visually inspect the final riding surface. Based on visual inspection, if the Engineer 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 Engineer 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 Engineer will visually inspect the final riding surface. Based on visual inspection, if the Engineer 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 Engineer 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 Engineer 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 Engineer.
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 401.03.07-8 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
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- 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:

IRI ≤ T	PA = 0
IRI > T	PA = 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-leveling of at least 25 percent of surface area of existing pavement is one operation.

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

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

Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

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

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

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

The Laboratory shall utilize a tamper proof core sample box for core storage and transportation. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory.

The Laboratory will not accept damaged core samples for testing. If the core sample box exhibits indications of tampering, the core samples will be rejected. If any core samples are rejected, drill a replacement core at the same offset and within 5 feet of the original station and deliver to the Laboratory as specified above within 48 hours.

If the project is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

401.04 MEASUREMENT AND PAYMENT

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
TACK COAT	GALLON
HMA MILLING, 3" OR LESS	SQUARE YARD
HOT MIX ASPHALT 12.5M64 SURFACE COURSE	TON
HOT MIX ASPHALT, 19M64 BASE COURSE	TON

All reference to payment for core samples is hereby deleted. Same shall be paid by the Owner.

Separate payment will not be made for asphalt cement in hot mix asphalt.

Separate payment will not be made for hot mix asphalt utilized for driveway restoration, temporary or permanent trench repair, walkways and access drives. The cost thereof shall be included in the unit prices bid for those items as listed in the Bid Form.

The quantity of milling for which payment will be made will be the actual area milled without deduction of areas occupied by manholes and similar structures within the payment area.

Should the Engineer direct additional passes of hot mix asphalt milling, the area of additional depth below 3 inches will also be measured for payment for each pass required up to 3 inches in depth.

SECTION 405 – CONCRETE SURFACE COURSE

405.03.02 Concrete Surface Course

A. Concreting Plan.

PART (4) IS CHANGED TO:

- 4. Lighting plan for night operations as specified in 108.06.

I. Thickness Requirements.

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

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

4. Quality Acceptance.

a. Pay Adjustment.

THE FOLLOWING IS ADDED:

Table 405.03.02-1A Exclusions for Concrete Surface Course		
Roadway	Lane Number	Exclusions

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

405.04 MEASUREMENT AND PAYMENT

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
FULL DEPTH CONCRETE PAVEMENT REPAIR, CLASS B	SQUARE YARD

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe909.02.02

601.03.01 Pipe

B. Excavating.

THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP) pipe. Backfill the undercut with Class C bedding.

D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

Before the installation of HDPE and polypropylene (PP) pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE and polypropylene (PP) pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

Do not use split couplings to join field-cut HDPE and polypropylene (PP) pipe unless approved by the RE. Ensure that joints are bell and spigot type, or bell and spigot type with a gasket, according to ASTM F 477, to provide a silt-tight seal. Construct pipe connections according to the manufacturer's recommendations for assembly of joint components, lubrications, and making of joints. Ensure that the pipe fittings are free of inclusions and visible defects. Cut the ends of the pipe squarely so as not to adversely affect joining.

F Backfilling.

THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

When using corrugated aluminum pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with Class C bedding. When using HDPE and polypropylene (PP) pipe, backfill from the bottom of the trench to 1 foot above the top of the pipe with Class C bedding. When using pipe other than corrugated aluminum, HDPE or polypropylene (PP) pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with suitable excavated material free from stones and rock larger than 2 inches in any dimension. For distances 2 feet above the top of the pipe, backfill using suitable excavated material.

601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE and polypropylene (PP) pipe.

601.03.04 Underdrain

A. Excavating.

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP). Backfill the undercut with Class C bedding.

601.03.06 Video Inspection of Pipe

THE SECOND PARAGRAPH IS CHANGED TO:

Perform the video inspection in dry pipe conditions to ensure viewing of the entire pipe circumference. Ensure that a visual numerical registration of the distance the video camera is traveling from the starting point to the ending point within the pipe drainage structure is recorded on the digital footage at all times. Also, ensure that the name of the pipe run and the name of the structure is recorded on the digital footage at all times. Stop the video camera at all joints, lateral connections, breaks, and irregularities to ensure full view at these locations. Ensure that the video provides clear, sharply focused pictures. The Department will not accept blurred or out of focus footage. Submit color digital footage of the inspection to the RE to become the property of the Department. Number the files sequentially and provide a corresponding index for all videos, listing the location, date, size and type of pipe, cross or longitudinal drains, berm, slope, and similar identifying information.

601.03.07 Deflection Inspection of HDPE Pipe

THE SUBPART HEADING IS CHANGED TO:

601.03.07 Deflection Inspection of HDPE Pipe and Polypropylene (PP) Pipe

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Test approximately 25 percent of the length of HDPE and polypropylene (PP) pipe for deflection no sooner than 30 days after installation.

601.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
15" REINFORCED CONCRETE PIPE	LINEAR FOOT

SECTION 602 DRAINAGE STRUCTURES

602.01 DESCRIPTION

The following is added to this subsection of the standard specifications:

The work may also include the construction of concrete block handholes.

602.02 MATERIALS

602.03 CONSTRUCTION

602.03.01 Culverts and Headwalls

602.03.02 Inlets and Manholes

This Article of the Standard Specifications is amended as follows:

Delete subtitles 1 and 2 of this Article and the entire text and substitute the following:

1. PRECAST

Precast concrete inlets and manholes will not be allowed unless specifically permitted by the Engineer.

When precast concrete inlets and manholes are specifically permitted, shop drawings signed and sealed by a licensed New Jersey Professional Engineer including certification that the precast concrete inlets and manholes are able to withstand HS20 highway loadings and are suitable for the intended use shall be submitted for approval prior to construction.

Precast bases may be supplied for inlets and manholes to facilitate construction; inverts must be poured in place.

All precast bases for inlets and manholes shall be set on a six (6") inch thick bed of coarse aggregate size No. 57.

2. CONCRETE BLOCK CONSTRUCTION

Concrete block shall be laid with staggered joints. All horizontal joints and all keyways of vertical joints shall be filled with mortar. No horizontal joints shall be more than 3/8 inch wide. The inside and outside walls shall be plastered with a minimum of 1/2 inch thickness of mortar troweled to a smooth finish.

Inlet and outlet pipes shall extend through the walls of manholes and inlets for a sufficient distance beyond the outside surface to allow for connections, but shall be cut off flush with the wall on the inside surface.

The concrete block and mortar shall be so constructed around the pipes as to prevent leakage and form a neat connection.

Concrete block manholes and inlets shall be constructed on an 8" thick 3,000psi concrete mat in accordance with the construction details.

602.03.03 Setting Castings, Resetting Castings and Reconstructing Inlets and Manholes

This article of the Standard Specifications is amended as follows:

PORT CARTERET DRIVE IMPROVEMENTS
2022-LFIF-00023

The following is added:

Existing inlet and manhole castings which are no longer required, due to replacement or reconstruction, shall become the property of the Owner unless otherwise directed by the Engineer.

The work associated with the reconstruction of existing inlets and manholes shall include, but is not necessarily limited to, the removal and replacement of existing deteriorated ladder rungs, installation of absent ladder rungs, the replacement of missing bolts, the removal and reconstruction of deteriorated walls or portions of walls and walls constructed of materials other than concrete or concrete block and concrete brick, the disposal of deteriorated masonry, the grouting of all open joints and plastering of block walls, the filling of all block cells with concrete, the reconstruction of deteriorated channels and inverts, the trimming of pipes flush with walls, the resetting and regrouting of existing castings and backplates, the replacement of damaged castings, grates or covers where damaged or ordered, the removal of all sedimentation and debris and all else necessary to make the inlet water tight and structurally sound.

602.03.04 Converting Inlets to Manholes

602.03.05 Extension Frames and Rings

602.03.06 Manhole Covers and Bicycle Safe Grates

602.03.07 Curb Pieces

602.03.08 Cleaning Drainage Structures

602.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
INLET, TYPE B	UNIT
RECONSTRUCT INLET, TYPE B, USING NEW CASTING	UNIT
RECONSTRUCT INLET, TYPE E, USING NEW CASTING	UNIT
RESET MANHOLE AND COVER	UNIT

Separate payment will not be made for coarse aggregate bedding under precast bases for pipes, inlets and manholes.

All inlets to be constructed and reconstructed will be with new casting and curb piece, and new bicycle safe grate unless otherwise noted in the item description. The curb piece will be "ECO" type with height as indicated on the plan. Payment for curb piece, bicycle safe grate and all else necessary will be included in the price bid for constructing the inlets. Reconstruction shall include structural repairs to manholes and inlets, ladder rung repair or installation, parging walls, pouring inverts and all associated work.

SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 DESCRIPTION

This Article of the Standard Specifications is amended as follows:

General - The Contractor is hereby notified that all concrete sidewalks and driveways shall be cured in accordance with Subsections 606 and 504.

This work shall also include the construction of aggregate driveways.

606.02 MATERIALS

This Article of the Standard Specifications is amended as follows:

Following is added to this subsection.

Coarse aggregate shall conform to Section 901.03.

Concrete aprons shall be Class B concrete.

606.03 CONSTRUCTION

606.03.01 HMA Sidewalks, Driveways and Islands

The following is added to this Article:

HMA driveway restoration shall be as depicted in the Contract Documents. .

606.03.02 Concrete Sidewalks, Driveways and Islands

A. Underlayer Preparation

The following is added to this Article:

Four inches (4") of dense graded aggregate base course shall be provided under all sidewalks and driveway aprons.

B. Forms

c. Sleeves

C. Welded Wire Mesh

E. Expansion Joints

Following is added to this subsection.

Pre-formed expansion joints shall be provided where proposed concrete walks and driveways are to abut existing concrete walks and/or driveways.

Four inch (4") PVC sleeves shall be provided for all sign posts within proposed concrete sidewalks.

- F. Placing Concrete
- G. Finishing Concrete
- H. Protection and Curing

The following is added after the first paragraph:

Ambient temperatures below 40°F shall be considered cold weather.

- I. Backfilling

606.03.03 Detectable Warning Surfaces

The following is added to these specifications:

Immediately before installing Detectable Warning Surfaces, the designated area shall be thoroughly cleaned and dried according to the manufacturer's recommendation. The installation of Detectable Warning Surfaces shall be according to the corresponding construction details and the manufacturer's recommendation. Color of all detectable warning surfaces shall be Gray unless otherwise noted.

The following article is added to the specifications:

606.03.04 Aggregate Driveways

The construction of aggregate driveways shall consist of the installation of Coarse Aggregate Type 57, 4" thickness, over a compacted subgrade and to the lines and grades on the plans. Where existing driveways consist of decorative aggregate, gravel or other aggregates not similar to standard quarry "Blue" stone, the existing aggregate shall be stripped, stockpiled, and replaced. Additional aggregate similar in color, size, and appearance to the existing shall be provided where necessary.

606.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
CONCRETE SIDEWALK, 4" THICK	SQUARE YARD
DETECTABLE WARNING SURFACE	SQUARE YARD

The following is added:

Separate payment will not be made for welded steel wire fabric provided in concrete walks and driveways, or for the dense graded aggregate under the concrete and HMA driveways and sidewalks.

Payment for sidewalks shall also include all grading of adjacent turf areas necessary to provide a minimum slope of 2% and a maximum slope of 3:1.

Causes for Rejection of Concrete Walks and Driveways

Concrete walks and driveways shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

- A. Staining or discoloration of concrete sidewalk.
- B. Walk or driveway is out of alignment.
- C. Walk or driveway is out of grade.
- D. Joints and surfaces are improperly finished.
- E. Expansion joints protrude from concrete.
- F. Cracks, chips, or other damages occur during construction or maintenance period.
- G. Settlement of walk or driveway.
- H. Inspection not asked for prior to pouring of concrete.
- I. Improper vibration of concrete.
- J. Vandalism during initial setup of concrete.

Payment for the removal and disposal of existing walks and driveways shall be made as specified in Sections 201 and 202.

Separate payment will not be made for removal, disposal, and replacement of walks and driveways rejected due to the causes of rejection listed above.

SECTION 607 CURB

607.01 DESCRIPTION

This Article of the Standard Specifications is amended as follows:

The first sentence is changed to:

The work shall consist of the construction of portland cement concrete curbs, portland cement concrete curbs with coloring additives, granite curbs, and granite block curbs and the resetting of granite curbs and granite block curbs and the installation of steel plate curb treatment at conflicts of trees and proposed curbs.

The Contractor is hereby notified that all concrete curbs shall be cured in accordance with Sections 607 and 504.

All slab lengths shall conform to Subsection 607.03.

607.02 MATERIALS

The following is added:

Class A concrete curbs shall attain a strength of 3000 psi in 48 hours.

Steel plates shall be constructed of Cor-Ten weathering steel or approved equal.

607.03 CONSTRUCTION

607.03.01 Concrete Barrier Curb

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

The following is added to article A of this subsection:

Six inches (6") of compacted dense graded aggregate shall be provided under all proposed concrete curb, curb and gutter, granite and granite block curb, unless otherwise directed by the Engineer.

The following is added to article C of this subsection:

Expansion joints shall be provided at uniform intervals of 20'.

The following is added to article D of this subsection:

Concrete curb shall not be constructed from November 1 to March 15 except as permitted by the Engineer.

Concrete curbs shall have a uniform slab length of 10'.

The following is added to article F of this subsection:

Ambient temperatures below 40° F shall be considered cold weather

607.03.03 Concrete Barrier Curb, Dowelled

607.03.04 Concrete Vertical Curb and Concrete Sloping Curb, Dowelled

607.03.08 HMA Curb

607.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
8" x 20" CONCRETE VERTICAL CURB	LINEAR FOOT

Separate measurement and payment will not be made for steel plate curb treatment or for grinding roots where necessary in order to install curb whether or not steel plate curb treatment is ordered. The same shall be measured as concrete curb.

Separate measurement and payment will not be made for expansion joints nor for dense graded aggregate base course provided under concrete curb and gutter sections.

Add the following to the Article:

Causes for Rejection of Curb

Concrete curb or curb and gutter shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

- A. Staining or discoloration of curb.
- B. Curb is out of alignment.
- C. Curb is out of grade.
- D. Expansion joints are not perpendicular to roadway.
- E. Joints and surfaces are improperly finished.
- F. Expansion joints protrude from curb.
- G. Cracks, chips, or other damage occur in construction or maintenance period.
- H. Settlement of curb.
- I. Inspection not asked for prior to pouring curb.
- J. Improper vibration of concrete.
- K. Vandalism during initial setup of concrete.

L. Excessive laitance or efflorescence

Payment for asphalt impregnated expansion joints in concrete curbing and along the face of concrete curbing abutting portland cement concrete pavement shall be included in the unit price bid for concrete curb as listed in the bid form.

Payment for the regrading of adjacent turf areas to provide a minimum slope of 2% and maximum slope of 3:1 shall be included in the unit prices bid for the various types of curb as listed in the bid form.

Separate payment will not be made for dense graded aggregate under proposed curb and/or curb and gutter sections.

Payment for the removal and disposal of existing curb shall be made as specified in Section 201.

Separate payment shall not be made for the saw cutting of roadway or for excavation of roadway material within the specified limits for the installation of curb. Same shall be included in the linear foot price for the various types of curbs.

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

610.01 DESCRIPTION

The following is added to this subsection:

Removal of RPM and castings consists of the removal and disposal of existing RPM, including the lenses when still intact.

Removal and replacement of RPM lenses consists of the removal of existing RPM lenses and installing new mono-directional or bi-directional RPM lenses.

610.03.01 Long-Life Traffic Stripes

The following is added to sub section 610.03.01.E:

All retroreflectance measurements taken with a LTL2000Retrometer will be made on a clean, dry surface.

610.03.03 RPMs (Raised Pavement Markers)

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that RPMs are installed within 14 days of opening each day's surface paving to traffic.

610.03.08 Removal of Traffic Stripes and Markings

Obliterating stripes or markings by painting over them shall not be permitted.

Removal operations shall not be permitted until the method of removal has been approved.

Debris from the removal of traffic stripes and markings shall be disposed of according to Subsection 201.03.09.

Disposal of pavement reflectors and castings shall be in conformance with Subsection 201.03.09.

610.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
TRAFFIC LINES, DOUBLE YELLOW	LINEAR FOOT
TRAFFIC MARKINGS, THERMOPLASTIC	SQUARE FOOT
TRAFFIC MARKING LINES	LINEAR FOOT

SECTION 612 – SIGNS

612.04 MEASUREMENT AND PAYMENT

Measurement and payment will be made under:

612.01 DESCRIPTION

612.02 MATERIALS

612.03 CONSTRUCTION

612.04 MEASUREMENT AND PAYMENT

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
REGULATORY AND WARNING SIGN	SQUARE FOOT

Separate payment will not be made for sign relocation. Payment for same shall be included in unit price bid for clearing site.

Payment for sign relocation included in clearing site shall include posts, installation, hardware, and all other associated work and materials for a complete installation.

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.01 DESCRIPTION

The following is added:

This work shall consist of resetting or raising existing water valve boxes and water service boxes to the finished grade only if and where ordered.

651.02 MATERIALS

The following is added:

VALVE BOXES

All buried valve boxes shall be 2 piece sliding type cast iron valve boxes. Where valves are deeper than 4'-0" extension stems shall be provided to within 2'-0" of the ground. All extension stems shall be of heavy duty construction, shall be coated with 2 coats of asphaltum varnish, and shall be provided with a self centering ring to maintain the stem in the center of the valve box. Each valve box shall be Catalog Figure 120 as manufactured by Kennedy, Mueller Company Catalog No. H-10364, U.S. Pipe Company, or approved equal.

All valves boxes and extension stems shall be set plumb. All valve box covers shall have the word "water" and an arrow indicating the direction of valve opening cast on. Concrete block shall be poured around all valve boxes not set in paved area as shown on the detail sheet.

After completion of the project, the Contractor shall furnish the Owner with two (2) adjustable valve wrenches suitable for operating all valves.

651.03 Construction

The following is added:

651.03.07 Reset Water Valve Box

Excavation and backfill shall be in accordance with Section 202.

Methods of construction shall be such that, when reset, the water valve boxes shall conform to the grade of the resurfaced or regraded area.

Care shall be exercised in resetting the valve boxes. After resetting, the valve boxes shall be protected until the final resurfacing course has been laid. Castings which are damaged because of construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the Owner without additional compensation.

During the time between the adjustment of the valve box and the resurfacing, the Contractor shall place pavement around the extended frame and to a suitable distance around the frame so as not to cause a traffic nuisance or be the cause of an accident. The Contractor shall remove this pavement prior to installation of permanent overlay.

Adjustment rings for valve boxes, are required on concrete roads, as directed and required by the Engineer.

651.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
RESET WATER VALVE BOX	UNIT

DIVISION 800 – LANDSCAPING

SECTION 802 – TRIMMING AND REMOVING TREES

802.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

No separate measurement and payment shall be made for tree trimming or removal. Cost of same shall be included in all items requiring same.

SECTION 803 – PREPARATION OF EXISTING SOIL

803.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Separate measurement payment shall not be made for preparation of existing soil. Costs of same shall be included in the unit price bid for all bid items requiring same.

SECTION 804 – TOPSOILING

804.01 DESCRIPTION

This subsection is amended as follows:

Add the following:

This work shall also consist of the fine grading of all disturbed areas.

804.02 MATERIALS

804.03 CONSTRUCTION

This Article of the Standard Specifications is amended as follows:

Add the following to this Article:

All topsoil shall be thoroughly cleared of all sticks, roots, branches, coarse sods, and other deleterious matter, and all stones larger than 1 inch in diameter before it is spread. Topsoil shall not be handled or spread when it is in a frozen or muddy condition, or otherwise unsuitable for handling.

No topsoil shall be spread before completion of all construction in the area or before all fills are fully stabilized, or before a sample has been submitted and approved by the Engineer. Before spreading topsoil, the subgrade shall be cleared of all stones and debris. Any portions of the subgrade which have been compacted to a hard surface shall be pulverized to a depth of 3 inches by plowing or other methods acceptable to the Engineer.

804.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
TOPSOIL SPREADING, 4" THICK	SQUARE YARD

SECTION 806 – FERTILIZING AND SEEDING

806.03 CONSTRUCTION

This Article of the Standard Specifications is amended as follows:

The following is added:

Fertilizing and seeding shall be carried out as soon as a unit or portion of the project, such as a structure, an interchange, or a section or roadway has been completed for partial acceptance.

Any damage to seeded areas caused by pedestrian or vehicular traffic or other causes, shall be repaired at no cost to the Owner.

WATERING LAWNS

The Contractor shall take all necessary steps to produce a satisfactory lawn covering. Such steps shall include the thorough watering of the new lawn until it has received its second cutting.

The cost of such watering shall be borne by the Contractor and the equipment and manpower required shall be furnished by the Contractor.

806.03.01 Turf Seeding

Add the following sentence to section 806.03.01C of this Article.

Type G seed mixture shall be sown at the rate of 0.4 pounds per 100 sq. ft.

806.03.02 Wildflower Seeding

806.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
FERTILIZING AND SEEDING, TYPE 'A-4'	SQUARE YARD

SECTION 809 – MULCHING

809.04 MEASUREMENT AND PAYMENT

This Article of the Standard Specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
STRAW MULCHING	SQUARE YARD

Measurement and payment for straw mulching shall be made by the square yard of the area in which the Contractor has established a satisfactory stand of grass.

Payment will not be made for areas disturbed by construction operations beyond the prescribed grading limits.

SECTION 810 – MOWING

810.03 CONSTRUCTION

This Article of the Standard Specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Grass shall be mowed when it attains the height of 4 to 6 inches unless otherwise directed by the Engineer. The grass and other volunteer growth shall be mowed to a height of 2 to 3 inches. The Contractor will be required to employ hand mowing methods and light equipment in areas where the use of heavy equipment might be injurious to the turf or soil.

Where, in the opinion of the Engineer, the cuttings resulting from the mowing operation are excessive, the cuttings shall be removed in accordance with Subsection 201.03.09.

The Contractor shall be held responsible for two (2) cuttings of all lawns. Any lawn areas which have not developed after two (2) cuttings shall be cut out and reseeded, fertilized, watered and cut until a full lawn is produced.

The cuttings of lawn shall not occur closer than 7 to 10 days, or as directed by the Engineer.

810.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Separate measurement and payment will not be made.

DIVISION 900 – MATERIALS

SECTION 901 – AGGREGATE

901.01 SOURCE

901.02 STOCKPILES

901.03 COARSE AGGREGATE

901.04 BLAST FURNACE SLAG

901.05 AGGREGATES FOR HMA

This Article of the Standard Specifications is amended as follows:

901.05.05 Crushed Recycled Container Glass (CRCG)

CRCG will not be permitted in the top layer of HMA surface course.

901.06 AGGREGATES FOR CONCRETE, MORTAR AND GROUT

901.07 GRIT

901.08 RIPRAP STONES

901.09 GABION BASKET STONE

901.10 DENSE-GRADED AGGREGATE (DGA)

901.11 SOIL AGGREGATE

(1) Composition of Soil Aggregate

The following is added:

Type G granular fill shall be in accordance with the following allowable gradational envelope:

<u>U.S. Standard Sieve Size</u>	<u>Percent Finer by Weight</u>
2"	100
1"	80-100
3/8"	70-100
No. 10	50-100
No. 30	30-85
No. 60	15-65
No. 200	5-15

SECTION 902 – ASPHALT

902.02.02 Composition of Mixtures

The following is added:

For this project, the 25 percent or less RAP requirements shall govern.

Crushed recycled container glass will not be permitted in the top layer of HMA surface course.

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

Payment adjustments will not be made.

THE FOLLOWING SUBSECTION IS ADDED:

E. Acceptance of HMA. The Department may accept the HMA as specified in 902.02.04.A through 902.02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form “[DS-8 HMA Testing Summary Report – State Aid](#)” provided on the [Local Aid Website](#) must be utilized by the Laboratory to report their findings to the Engineer.

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

SECTION 903 – CONCRETE

903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

Portland Cement, Type I, II, and Type III	ASTM C 150
Blended Hydraulic Cement, Type IS, IP, and IL.....	ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or

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IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

903.02.02 Chemical Admixtures

Calcium chloride will not be permitted for use as an admixture unless expressed permission for the same is provided by the Engineer.

903.08 MORTAR AND GROUT

The following is added:

Mortar used to reset manhole and inlet castings shall be non-shrink and develop a one-hour compressive strength of 2500 psi.

903.08 CONTROLLED LOW STRENGTH MATERIAL (CLSM)

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Fine Aggregate	901.06.02
Cement	903.01
Chemical Mixtures	903.02.02
Water	919.08

CLSM shall consist of a mixture of portland cement, water, fine aggregate and chemical admixtures. Fly ash shall not be permitted in mixes intended for trench backfilling. The CLSM mixture shall be proportioned to provide a backfill material that is self-compacting and capable of being excavated with hand tools at a later date. CLSM shall be proportioned to produce a 28-day compressive strength of 50 to 150 pounds per square inch. An accelerating admixture shall be used to produce a fast setting flowable mixture as required. The CLSM shall have a permeability of 1.7×10^{-3} to 0.2×10^{-3} centimeters per second according to ASTM D5084 for backfilling of conduits and piping.

At least 45 days prior to the start of any CLSM placement, trial batches of CLSM shall be prepared of the same materials and proportions proposed for use on the project. Each mix design shall be submitted on portland cement concrete mix design forms furnished by the Department, naming the sources of materials and test data.

The Engineer will be present at the time of verification batching to confirm that the proportions and materials batched are according to the proposed mix designs. At least six 6 X 12 inch compression test cylinders shall

be prepared for each batch according to ASTM 5971-96 for 28-day strengths except for fast setting mixes, which shall be tested at the specified cure time.

SECTION 905 – REINFORCEMENT METALS

905.01 REINFORCEMENT STEEL

This Article of the Standard Specifications is amended as follows:

Delete the entire text and add the following:

Certifications are required for reinforcement bars, pre-tensioning bars, welded wire fabric, and galvanizing, and shall be submitted to the Engineer prior to installation.

SECTION 909 – DRAINAGE

909.02 PIPE

The following is added to this subsection:

Manufacturer's certification for all pipe shall be submitted to the Engineer prior to installation.

SECTION 910 – MASONRY UNITS

910.04 STONE CURB

The following is added:

Granite blocks shall be a minimum of 10 inches to 12 inches in length, approximately 5 inches wide and 4 inches thick. All blocks less than 10 inches long will be rejected.

SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

911.01 SIGNS

The following is added to this Article:

Mill certifications shall be furnished for the chemical and physical properties of all metals and shall be submitted to the Engineer prior to installation.

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

912.01 PAINTS AND STAINS

912.01.04 Concrete Stain

THE SUBSECTION IS CHANGED TO:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellent. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

Table 912.01.04-1 Requirements for Concrete Stain		
Property	Value	ASTM Test Method
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587
VOC	<100 g/L	D 2369

912.02 COATINGS

The following is added:

INORGANIC ZINC COATING SYSTEM:

A complete coating system of an inorganic zinc-rich primer, a high-build epoxy intermediate coat, and a urethane finish coat shall be selected from one of the approved coating systems listed below. All products for the complete system, including thinners and solvents, shall be from the same manufacturer and shall be as follows, or from the current Bureau of Materials Qualified Paints List (QPL):

<u>Code #</u>	<u>Manufacturer</u>	<u>Primer</u>	<u>Intermediate</u>	<u>Finish</u>
IEU-3	Kop-Coat	No. 701	No. 200 HB Epoxy	No. 1122 BRS
IEU-7	Devoe	Catha-Coat (302 A)	Bar-Rust 235	Devthane 359
IEU-11	Valspar Corporation	MZ-7 Inorganic Zinc Rich, 13-F-12 Green	Val-Chem Hi-Build Epoxy 89 Series	Urethane Enamel V40 Series
IEU-13	Con-Lux	Zinc-Plate 21, Type 2	Epolon Multi-Mill	Acrolon II
IEU-14	Carboline	Carbo Zinc 11 HS	Carboline 893	Carbothane 134 HS
IEU-17	Ameron	Dimetcote 21-9	Amercoat 383 HS	Amercoat 450 HS
IEU-18	Elite Coatings Co.	P-159 Inorganic Zinc Primer	E-375 Polyrox High Build Epoxy	Shinethane Urethane LS-5436/LS-5437
IEU-19	International Protective Coatings	Interzinc 22 HS	Intergard 475 HS	Interthane 990 HS

Drying time between coats shall be per the manufacturer's recommendations.

The following information shall be submitted for the system selected at least one month before painting is anticipated:

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1. A 1-gallon sample for each coat of paint in the system.
2. Infrared curves (0.1 to 0.6 mils) for each coat. Curves for the dry film of the vehicle (binder) of each component and for the mixed paint shall be included.
3. Weight per gallon, at 77 °F, for each coat. Variance shall be within plus or minus 1.8 ounces of the normal weight per gallon of the sample that was approved and placed on the QPL.
4. Viscosity in Krebs Units, at 77 °F, for each coat. Variance shall be within plus or minus 5 Krebs Units, or equivalent units of another viscometer, of the viscosity of the sample that was approved and placed on the QPL.
5. Percent of solids by weight of each coat.
6. Percent of metallic zinc by weight in the dry film of the cured zinc primer coat. This percentage shall be greater than or equal to that of the sample that was approved and placed on the QPL.
7. Percent of metallic zinc by weight in the zinc pigment component.
8. Finish coat color chips for selection of color by the Engineer.
9. The required curing time and dry film thickness for the qualification of the zinc primer for slip-critical connections in conformance with the requirements of AASHTO, Division I, Table 10.32.3C for Class of Surface B. A certified test report with the slip coefficient tested according to AASHTO Division 1, Article 10.32.3.2.3.
10. Technical data sheets, MSDS, and specific application instructions for all coats. In the event of a conflict between the data/instruction sheets and these Specifications, with the approval of the Engineer, the manufacturer's requirements shall govern. Work shall not be allowed to proceed until the information is received and approved.
11. Mixing and thinning directions.
12. Recommended spray nozzles and pressures.

The Contractor shall submit the manufacturer's recommended repair procedures to correct damage such as that caused in handling and shipping, deficient or excessive coating thickness, removal of zinc salts and other contaminants that would be detrimental to succeeding coats, and procedures for surface preparation and painting of rust spots.

The Contractor shall provide the services of a paint or a painting technical representative from the paint manufacturer at the beginning of operations and whenever required during operations.

Each container of paint shall be labeled to show the name of the manufacturer, the trade name designation of the contents, the lot or batch number, the date of manufacture, and the volumetric contents in gallons or the weight of zinc powder in pounds. Each container shall be labeled according to the Code of Federal Regulations for flammables and shall contain all information necessary to comply with NJSA 34:5A-1 New Jersey Worker and Community Right To Know Act.

Organic Zinc Coating System:

A complete coating system of an organic zinc-rich primer, a high build epoxy intermediate coat, and a urethane finish coat shall be selected from one of the approved coating systems listed below. All products for the complete system, including thinners and solvents, shall be from the same manufacturer and shall be as follows, or from the current Bureau of Materials Qualified Paints List (QPL):

<u>Code #</u>	<u>Manufacturer</u>	<u>Primer</u>	<u>Intermediate</u>	<u>Finish</u>
OEU-3	Devoe	Catha-Coat 315	Bar-Rust 235	Devthane 359
OEU-7	Porter International	Interzinc 52	Interplus 770	Interthane PSY 999
OEU-15	Valspar	MZ-4 Epoxy Zinc Rich, 13-F-4 Green	Val-Chem Hi-Build Epoxy 89 Series	Urethane Enamel V40 Series
OEU-16	Con-Lux	Zinc-Plate 49, Type 2	Epolon Multi-Mill	Acrolon II
OEU-17	Con-Lux	Zinc-Plate 72e Epoxy Prime	Epolon Multi-Mill	Acrolon II
OEU-18	Carboline	Carboline 858	Carboline 893	Carbothane 134 HS
OEU-19	MAB	Ply-Tile Zinc Rich Primer 520-A-331	Ply-Tile 520-W-360 or Ply-Tile 520-W-45	Ply-Thane 890 HS
OEU-20	Birk	Birk Zinc Rich Epoxy Primer No. 60	Birk High Build Epoxy Coating No. 70	Birk Aliphatic Polyurethane No. 30
OEU-21	Ameron	Amercoat 68 HS	Amercoat 383 HS	Amercoat 450 HS
OEU-22	Sherwin Williams	Zinc Clad IV	Heavy Duty Epoxy B67 Series	Hi-Solids Polyurethane B65 Series
OEU-23	Elite Coatings Co.	P-281 Epoxy Zinc Rich	E-375 Polycrox High Build Epoxy Primer	Shinethane Urethane LS-5436/LS-5437

Drying time between coats shall be per the manufacturer's recommendations.

The following information shall be submitted for the system selected at least one month before painting is anticipated:

1. A 1-gallon sample for each coat of paint in the system.
2. Infrared curves (0.1 to 0.6 mils) for the zinc primer, intermediate, and finish coats to include curves for the dry film of the vehicle (binder) of each component and for the mixed paint.
3. Weight per gallon, at 77 °F, for the zinc primer, intermediate, and finish coats. Variance shall be within plus or minus of the nominal weight per gallon of the sample that was approved and placed on the QPL.
4. Viscosity in Krebs Units, at 77 °F, for the zinc primer vehicle and the intermediate and finish coat paints. Variance shall be within plus or minus 5 Krebs Units, or equivalent units of another viscometer, of the viscosity of the sample that was approved and placed on the QPL.
5. Percent of solids by weight of the zinc primer vehicle and the intermediate and finish coat paints.
6. Percent of metallic zinc by weight in the dry film of the cured zinc primer coat. This percentage shall be greater than or equal to that of the sample that was approved and placed on the QPL.
7. Percent of metallic zinc by weight in the zinc pigment component.
8. Finish coat color chips for selection of color by the Engineer.

9. The required curing time and dry film thickness for the qualification of the zinc primer for slip-critical connections in conformance with the requirements of AASHTO, Division I, Table 10.32.3C for Class of Surface A. A certified test report with the slip coefficient tested according to AASHTO Division 1 Article 10.32.3.2.2.

10. Technical data sheets, MSDS, and specific application instructions for all coats. In the event of a conflict between the data/instruction sheets and these Specifications, with the approval of the Engineer, the manufacturer's requirements shall govern. Work shall not be allowed to proceed until the information is received and approved.

11. Mixing and thinning directions.

12. Recommended spray nozzles and pressures.

The Contractor shall submit the manufacturer's recommended repair procedures to correct damage such as that caused in handling and shipping, deficient or excessive coating thickness, removal of zinc salts and other contaminants that would be detrimental to succeeding coats, and procedures for surface preparation and painting of rust spots.

The Contractor shall provide the services of a paint or a painting technical representative from the paint manufacturer at the beginning of operations and whenever required during operations.

Each container of paint shall be labeled to show the name of the manufacturer, the trade name designation of the contents, the lot or batch number, the date of manufacture, and the volumetric contents in gallons or the weight of zinc powder in pounds. Each container shall be labeled according to the Code of Federal Regulations for flammables and shall contain all information necessary to comply with NJSA 34:5A-1 New Jersey Worker and Community Right To Know Act.

EPOXY MASTIC COATING SYSTEM:

A complete coating system of an aluminum epoxy mastic primer and a urethane finish coat shall be selected from one of the approved coating systems listed below. All products for the complete system, including thinners and solvents, shall be from the same manufacturer and shall be as follows, or from the current Bureau of Materials Qualified Paints List (QPL):

<u>Code #</u>	<u>Manufacturer</u>	<u>Primer</u>	<u>Finish</u>
EU-4	Devoe	Bar-Rust 235	Devthane 359
EU-6	Kop-Coat	Aluminum Epoxy Mastic	No. 1122 BRS
EU-7	Con-Lux	Epolon 81 Aluminum	Acrolon II-2200 Series
EU-9	Carboline	Carbomastic 90 Aluminum	Carbothane 134 HS
EU-10	MAB	Ply-Mastic 101	Ply-Thane 890 HS
EU-11	Birk	Birk Aluminum Mastic Coating No. 50	Birk Aliphatic Polyurethane No. 30
EU-12	Ameron	Amerlock 400 AL	Amercoat 450 HS
EU-13	Sherwin Williams	Epoxy Mastic Aluminum	Hi-Solids Polyurethane B65 Series
EU-14	Mercury Paint	Mermas 100 Epoxy Mastic	Merthane 300 Urethane
EU-15	Valspar	75-A-1 Alumapoxy	Urethane Enamel V40 Series

Drying time between coats shall be per the manufacturer's recommendations.

The following information shall be submitted for the system selected at least one month before painting is anticipated:

1. A 1-gallon sample for each coat of paint in the system.

2. Infrared curves (0.1 to 0.6 mils) for each coat. Curves for the dry film of the vehicle (binder) of each component and for the mixed paint shall be included.
3. Weight per gallon, at 77 °F, for each coat. Variance shall be within plus or minus of the nominal weight per gallon of the sample that was approved and placed on the QPL.
4. Viscosity in Krebs Units, at 77 °F, for each coat. Variance shall be within plus or minus 5 Krebs Units, or equivalent units of another viscometer, of the viscosity of the sample that was approved and placed on the QPL.
5. Percent of solids by weight of each coat.
6. Finish coat color chips for selection of color by the Engineer.
7. Technical data sheets, MSDS, and specific application instructions for all coats. In the event of a conflict between the data/instruction sheets and these Specifications, with the approval of the Engineer, the manufacturer's requirements shall govern. Work shall not be allowed to proceed until the information is received and approved.
8. Mixing and thinning directions.
9. Recommended spray nozzles and pressures.

The Contractor shall submit the manufacturer's recommended repair procedures to correct damage such as that caused in handling and shipping, deficient or excessive coating thickness, removal of zinc salts and other contaminants that would be detrimental to succeeding coats, and procedures for surface preparation and painting of rust spots.

The Contractor shall provide the services of a paint or a painting technical representative from the paint manufacturer at the beginning of operations and whenever required during operations.

Each container of paint shall be labeled to show the name of the manufacturer, the trade name designation of the contents, the lot or batch number, the date of manufacture, and the volumetric contents in gallons or the weight of zinc powder in pounds. Each container shall be labeled according to the Code of Federal Regulations for flammables and shall contain all information necessary to comply with NJSA 34:5A-1 New Jersey Worker and Community Right To Know Act.

SECTION 914 – JOINT MATERIAL

914.02 JOINT SEALER

This Article of the Standard Specifications is amended as follows:

The last paragraph is changed to:

Manufacturer's certification for joint sealer shall be submitted to the Engineer prior to installation.

SECTION 917 – LANDSCAPING MATERIALS

917.03 FERTILIZER

The following is added to the first paragraph of this subsection:

When type G grass seed mixture is specified, fertilizer containing a minimum of 5 percent nitrogen, 10 percent available phosphoric acid and 5 percent soluble potash, shall be used.

917.05 SEED MIXTURES

This Article of the Standard Specifications is amended as follows:

Add the following to this Article:

<u>KIND OF SEED</u>	<u>TYPE G GRASS SEED MIXTURE</u>		
	<u>MINIMUM PURITY %</u>	<u>MINIMUM GERMINATION %</u>	<u>MINIMUM TOTAL WEIGHT OF MIXTURE %</u>
Kentucky Blue Grass	98	90	25
Redtop or Perennial Rye Grass	99	90	15
Domestic Chewing Red Fescue	98	90	45
Bent Grasses or Creeping Red Fescue	98	90	15

917.07 SOD

Delete the second paragraph and insert the following:

Sod shall be two-year-old cultivated turf type tall fescue cultivar such as rebel, baron, or other drought resistant variety or mix.

SECTION 919 – MISCELLANEOUS

919.01 GEOTEXTILES

919.02 SEDIMENT CONTROL BAGS

919.03 HAY AND STRAW

919.04 GABION WIRE BASKETS

919.05 GEOMEMBRANE LINER

TABLE 919.05-1 IS CHANGED TO:

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Table 919.05-1 Requirements for HDPE Resin

Property	Test Method	Requirements
Specific Gravity (Resin & Carbon Black)	ASTM D 792	> 0.940
Melt Index	ASTM D 1238	< 0.4 g/10 min
Carbon Black Content	ASTM D 1603	2 – 3 %

919.06 WATERSTOPS

919.07 EPOXY BONDING COMPOUND

919.08 WATER

919.09 SODIUM CHLORIDE (ROCK SALT)

919.10 SLEEVES

919.11 EPOXY INJECTION MATERIAL

919.12 POLYETHYLENE SHEETING

919.13 FLOATING TURBIDITY BARRIER

919.14 DETECTABLE WARNING SURFACE

NJDOT TEST METHODS

NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

B. Apparatus.

PART B IS CHANGED TO:

Use the following apparatus:

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

C. Procedure.

PART C IS CHANGED TO:

Perform the following steps:

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

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

- (1) To notify the public agency compliance officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - i. The Contractor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
 - iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in 6(1) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b.) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral,

or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- B. Equal Employment Opportunity Policy.** The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

“It is the policy of this company that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will take Affirmative Action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.”

- C. Equal Employment Opportunity Officer.** Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter “EEO Officer”) who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

D. Dissemination of Policy.

- 1. Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.
 - b. **EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.
2. Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.,:
 - a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.
 - b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

E. Recruitment

1. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, 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.

STATE FUNDED PROJECT ATTACHMENT 6

AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

SPECIFICATIONS

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SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

1-2.6 PROGRESS SCHEDULE. - Supplement to General Conditions Article F 2.6

Within ten (10) days after the award of the Contract, the Contractor shall submit in writing a proposed program of operation, showing clearly how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when each part of his work will be completed. The work under this Contract shall, in general, be so scheduled that the work will be coordinated with work by others on adjacent contracts, if any.

The Contractor shall accompany this schedule with a list of delivery dates for materials and equipment.

This plan of operation may be adjusted and revised as the work progresses, but such changes must have at all times the approval of the Engineer.

In any event it shall be the purpose of the progress schedule to guide the course of the work, and strict adherence to it will be demanded by the Engineer.

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

1-4.1 BOUNDARIES OF THE WORK. - Supplement to General Conditions Article F 4.1

The Contractor shall obtain from the Owner all information regarding the areas that may be available for his operations and to what extent and for what period of time he may occupy them.

He shall also obtain from the Municipality, County and/or NJDOT required provisions to provide and maintain traffic along Municipal or County Roads and/or State or Federal Highways approaching or within the site or sites of his work, and he shall comply with the requirements of these public agencies.

1-4.4 LINES AND GRADES. - Supplement to General Conditions Article F 4.4

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

Primary reference points for the laying out of the work shall be provided by the Owner.

Lines and grades will be set by a N.J. Licensed Land Surveyor employed by, or retained by the Contractor as the work progresses and will be located to cause as little inconvenience to the prosecution of the work as possible.

The Contractor shall so place excavation and other materials so as to cause no inconvenience in the use of the lines and grades established. He shall remove any obstructions placed by him contrary to this provision.

The Contractor shall furnish and maintain at his own expense, stakes, and other such materials, and give such assistance, including qualified helpers, as may be required for setting line and checking grade marks.

The Contractor shall provide grade sheets at least two (2) working days in advance of the time same will be needed for review, and shall keep the Engineer informed of daily work schedules so that all necessary measurements may be made for record and payment with a minimum of inconvenience to the Engineer or of delay to the Contractor.

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

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, re-established them and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization such established points, stakes, and

marks. Replacement of disturbed or destroyed Principal reference points shall be completed by a N.J. Licensed Land Surveyor, acceptable to the Owner and Engineer, and at the Contractor's expense.

1-6.3 WORK IN BAD WEATHER. - Supplement to General Conditions Article F 6.3

During freezing, stormy or inclement weather, the Contractor shall provide heat, shelter, and other facilities as directed and necessary to maintain the progress schedule and all work shall be done in a manner to secure first class construction throughout.

1-6.4.1 CONTRACTOR'S OFFICE. - Supplement to General Conditions Article F 6.4

Unless specifically waived in the Proposal, the Contractor shall erect, furnish and maintain a field office, with a telephone at the site during the entire period of construction. He or an authorized agent shall be present at said office at all times or at definite times while his work is in progress. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept at said field office. This office shall be suitably heated and shall be equipped with proper sanitary facilities.

1-6.4.2 WATER AND ELECTRICITY. - Supplement to General Conditions Article F 6.4

The Contractor shall unless specified, provide the necessary water supply at his own expense and shall pay for all water used.

The Contractor shall unless otherwise specified, provide, at his own expense, adequate temporary lighting and electrical power facilities if required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor shall provide facilities which are satisfactory to the Engineer.

1-6.4.3 HEATING - Supplement to General Conditions Article F 6.4

The Contractor shall provide temporary heat, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work. Heat shall be furnished when and as directed and at the Contractor's own expense.

1-6.4.4 TRAFFIC PROTECTION AND PARKING OF CARS - Supplement to General Conditions Article F 6.4

The Contractor shall protect all traffic and parked cars, when lawfully parked, and shall see to it that the cars belonging to his workmen are parked in areas permitted by the municipal authorities.

He shall take particular care to provide access to adjacent property, both for ordinary traffic and emergency vehicles. Access to fire hydrants shall be kept clear at all times.

Unless expressly authorized in advance and in writing, the Contractor shall maintain a minimum of one lane of traffic through the project area controlled by competent Flagmen as necessary. IMMEDIATE clearance through the project area shall be furnished for Fire/Rescue/Police Vehicles and School Buses. If necessary, work shall be temporarily suspended to permit the immediate passage of Fire/Rescue/Police or other emergency vehicles and/or school buses.

Local and through traffic shall be maintained at all times unless the Owner approves a detour route for a duration of time.

Whenever it is necessary to maintain only a single line of traffic, the contractor shall furnish and employ sufficient competent traffic directors during the day and night to adequately guide and protect traffic.

The Contractor will be required to prevent the formation and flying of dust to the satisfaction of the Engineer by the use of water or chemicals.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to the completed work as directed and approved by the Engineer. Each barricade shall be provided with red flashing lights battery operated not more than five feet apart and not less than three lights shall be used.

Where specific detour routes or traffic protection signs and equipment are specified or required by the plans, the Contractor will provide same along with all other signage equipment and flagmen necessary to satisfactorily protect and safely coordinate traffic.

Vehicular and pedestrian traffic on streets shall be maintained and protected at all times, and all operations in or adjacent to streets, sidewalks, and walkways shall be conducted and controlled accordingly.

The Contractor shall, for the protection of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these Specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

The cost of protection of traffic as above described shall be included in the prices bid for the various items scheduled in the Proposal.

1-6.4.5 SURFACE DRAINAGE. - Supplement to General Conditions Article F 6.4

The Contractor shall furnish all necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any surface drainage occurring during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be deemed included in the unit or lump sum prices for the various items of work to be done under the Contract.

1-6.4.6 ENGINEER'S FIELD OFFICE. - Supplement to General Conditions Article F 6.4

If not waived by the terms of the proposal and contract agreement, the contractor shall furnish Engineer's Field Office, provide the necessary utilities for same, including heat, light, potable water, power, telephone, toilet facilities, janitorial supplies and services, and waste disposal, and shall pay all costs associated with same and fully complying with the following particulars. No separate payment will be made for these facilities and all costs related to same are to be included in the respective bid prices in the Proposal.

1-6.5 DOMESTIC MATERIAL - Supplement to General Conditions Article F 6.5

The contractor during the course of this contract agrees to use, supply or deliver only such manufactured articles, materials and supplies as have been manufactured in the United States substantially from articles, materials and supplies mined, produced or manufactured in the United States, wherever available.

1-6.17.1 SANITARY-REGULATIONS. - Supplement to General Conditions Article F 6.17

Toilet accommodations properly secluded from observation shall be erected and maintained by the Contractor, in such a manner and in such locations as approved by the Board of Health, and their use shall be strictly enforced.

The building of shanties or other structures for housing the men, tools, machinery or supplies, will be permitted only at approved places and the sanitary conditions of the ground in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

1-6.17.2 FINAL CLEANING. - Supplement to General Conditions Article F 6.17

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

The Contract shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

1-6.20.2 PROTECTION OF WORK UNTIL COMPLETION. - Supplement to General Conditions Article F 6.20.2

During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Contractor shall take proper precautions to protect the finished work from loss or damage, pending completion and the acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the

Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the contractor shall forthwith repair, replace and make good the work without additional compensation or extension of time therefore, except as may be otherwise provided herein.

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

The contractor shall provide for the removal of all dirt spilled from the trucks on existing pavements over which it is hauled, or which is washed or otherwise deposited thereon by reason of his work, whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage or to create a traffic hazard.

Costs incidental to the maintenance of existing roadways as herein described, shall not be paid for under any specific item but shall be included in the unit prices bid for other items scheduled in the Proposal. In the event that the contractor fails to maintain safe traffic conditions and job conditions, the Municipality may after failure of the contractor to provide safe traffic conditions, hire guards or take such precautions to safeguard traffic, and the cost of same shall be deducted from payment due the contractor.

1-6.20.3.1 CARE OF PUBLIC AND PRIVATE PROPERTY - Supplement to General Conditions Article F 6.20.3

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Plans. This applies to the public utilities, railroads, trees, monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a first class condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, upon forty-eight hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under this Contract.

Nothing in this clause shall prevent the Contractor from receiving proper compensation for his costs incurred because of the removal or replacement of any public or private property, when this is made necessary by alteration of grade or alignment, or any such work authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

1-6.20.3.2 PROTECTION AND REPLACEMENT OF SUBSURFACE STRUCTURES AND UTILITIES - Supplement to General Conditions Article F 6.20.3

The plans may show certain but not all subsurface structures known to exist in the working area. The Contractor shall particularly note that the indicated locations of subsurface water, gas, electric, telephone, sewerage and drainage systems in the area may be quite different from their actual locations and that there may be some subsurface structure or utility encountered that is not shown on the plans. Therefore, it shall be his responsibility to proceed with caution in executing the work, so as to prevent undue interruptions of utility service to property owners and damage to structures or utilities, or injury to workmen or others.

The Contractor will be held responsible FOR ALL DAMAGES to all utilities or other underground or surface structures whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them IF THEY ARE DAMAGED AS A RESULT OF OPERATIONS UNDER THIS CONTRACT.

In the event that UNDERGROUND STRUCTURE OR UTILITIES are disclosed by the Contractor's operations THAT OCCUPY THE SAME SPACE AS REQUIRED BY INSTALLATIONS UNDER THIS CONTRACT, the Contractor shall notify the Engineer and await his orders concerning the removal and replacement of said structures or utilities. The procedures regarding compensation in this event will be as follows:

- a. Where it develops that the utility company will remove and relocate the structure or utility at its own expense and with its own forces, no compensation therefore will be due the Contractor.

- b. Where the utility company will not assume the expense but exercises its right to perform the work with its own forces, the Contractor shall pay the cost incurred upon being presented with a bill for the same, and will in turn be reimbursed by the Owner for the amount paid thereon plus five percent (5%).
- c. Where the Contractor has to perform the work of removal and relocation with his own forces, he shall be reimbursed as set forth under Article G 10.1.1, entitled, "Extra Work - Increased Compensation". This provision shall likewise apply to instances under (a) and (b) above, where the contractor's forces or equipment are required for only a portion of the work.

Wherever gas mains, petro-chemical mains, electrical or heating ducts, electric, telephone, or telegraph poles or ducts, private or municipal water mains are encountered and service may be interrupted, the Contractor shall keep the Owner utility company or department fully informed in advance of any changes he desires to make. The Contractor shall cooperate with the utility company or department in the removal, relocation, and replacement of such structures, so as to avoid all unnecessary interruption of service. He shall arrange with the owners of the utilities for this work to be done.

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

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

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

1-6.20.4 ACCIDENT PREVENTION AND FIRST AID - Supplement to General Condition F 6.20

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions and applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and Health Standards (29CFR 1926/1910), including amendments and supplements to date, published by the U.S. Department of Labor, Occupational Safety and Health Administration, to the extent that such provisions are not in contravention of applicable law. The Contractor shall provide suitable barricades, red lights, "Danger" or "Caution" signs and watchmen at all places where the work constitutes in any way a hazard to the public, or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work.

1-6.20.4.1 CONTRACTOR'S SIGNS - Supplement to General Conditions Article F 6.20

The Contractor shall erect and maintain safety signs, temporary barricades, temporary fences, and take all precautions to guard against all dangers and hazards, as are necessary in the opinion of the Engineer in the interest of the public health and safety.

Signs shall be of suitable size to be readily seen and shall be black letters on orange background. Barricades, drums and like items shall be standard orange and white striped. Warning and detour signs and barricades and other safety devices shall be reflectorized painted or lighted, and maintained.

1-6.20.4.2 WATCHMEN & FLAGMEN - Supplement to General Conditions Article F 6.20

Watchmen and/or Flagmen shall be furnished and shall be on duty appropriate to carry out the Contractor's responsibility for safety and protection.

1-6.23.1 WORKING DRAWINGS - Addition to General Conditions Article F 6.23

The Contractor shall promptly prepare and submit layout, detail, and shop drawings for such parts of the work as specified hereafter under the specifications for materials, workmanship and Contract Items. These drawings will be known as "Working Drawings."

The drawings shall be numbered to coincide with the Division and article of the specifications related to same, and consecutively numbered for all individual drawings for a particular item or items related to the particular division and article and shall accurately and distinctly present the following:

- a. All work and erection dimensions.
- b. Arrangement and sectional views.
- c. Necessary details, including complete information or making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each drawing shall be dated and shall contain the name of the project, contract number, Contract Item and paragraph number, names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work. The Engineer may decline to consider any working drawing that does not contain complete data on the work and full information on related matters.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and on the subject drawing or drawings. Otherwise, approval of such submittals shall not constitute approval of the departures. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material equipment or apparatus shown or indicated. The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

The procedure in seeking approval of working drawings shall be as follows:

- a. The contractor shall submit for approval two prints and one reproducible sepia copy, or six prints in the case of manufacturer's catalogue "cuts" and similar items, of each of the drawings to the Engineer. The submission of drawings shall be accomplished by letter of transmittal in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles, and other requirements.
- b. When a drawing is satisfactory to the Engineer, it will be stamped "NO EXCEPTIONS TAKEN", be dated, and two copies thereof will be returned to the Contractor by letter.
- c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "REVISE AND RESUBMIT", or "REJECTED", and will return one copy thereof to the contractor with the

necessary corrections and changes indicated. The Contractor must make such corrections and changes and again submit two prints and one reproducible sepia copy of the drawing for approval, within five (5) working days of the date of rejection.

The Contractor shall revise and resubmit the working drawings as required by the Engineer, until "NO EXCEPTIONS TAKEN" thereof is obtained.

1-13.2 INSPECTION. - Supplement to General Conditions Article F 13.2

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefore.

Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the Owner, neither shall it be construed as barring the Owner at any subsequent time, from the recovery of damages or of such a sum of money as may be needed to build anew any portion of the work in which fraud was practiced or improper materials hidden, or used, wherever found.

1-13.3 NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR. Supplement to General Conditions Article F 13.3

Certain items in the work will require special inspection by the Engineer and/or his inspectors. The Engineer will so specify these items to the Contractor during the course of the work; whereupon the Contractor, before proceeding with such specified items, shall give two working days written notice in advance to the Engineer, for the purpose of scheduling and providing such inspection service.

1-13.10 STOPPING WORK - Supplement to General Conditions Article F 13.10

The Engineer, acting as the Owner's representative, may stop, by written order, or a verbal order confirmed in writing within twenty-four hours, any work or any part of the work under the Contract if in his opinion the methods or materials employed are unsafe, improper or defective. When work is so stopped, it shall not be resumed until the methods or conditions are revised to the satisfaction of the Engineer, which must be signified in writing. Work may also be stopped by the Engineer or required to be postponed for an adequate period of time if the work interferes with, or unduly interrupts the operation of existing utilities. The Contractor is required to fully inform himself as to the nature and location of existing utilities within the project area, all locations of actual or potential interference, and coordinate the activities of affected utilities regarding any necessary temporary or permanent relocations to minimize possible or actual delay to planned progress.

1-18.1 PROJECT PHOTOGRAPHS

IF REQUIRED BY THE TERMS OF THE PROPOSAL and Contract Agreement, only, the Contractor shall provide three sets of acceptable, unretouched 8"x10" glossy, cloth mounted 8-1/2"x11" format, properly identified Pre-construction, Progress, and Final Construction Project Photographs comprising not less than the total number of individual prints stipulated in the proposal, with the cost of same included in the various prices bid. All project photographs shall conform with the following particulars and be delivered as required hereinafter.

1-19.1 ABBREVIATIONS

Where any of the following abbreviations are used in the Specifications they shall have the meaning set forth opposite each.

ACI	American Concrete Institute
ASTM	American Society for Testing Materials
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
ASME	American Society of Mechanical Engineers
NBS	National Bureau of Standards
AIEE	American Institute of Electrical Engineers
AASHO	American Association of State Highway Officials
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code, latest edition
AISC	American Institute of Steel Construction
ASA	American Standards Association
AWS	American Welding Standards

FEDERAL SPECIFICATIONS

Federal Specifications issued by the Federal Supply Service of the General Services Administration, Washington, D.C.

125 LB. AMERICAN STANDARD

American Standard (ASA B16.1-1948) for Cast Iron Pipe Flanges and Flanged Fittings, Class 125

USS GAUGE United States Standard Gauge

N.J.D.O.T.S.S. New Jersey Department of Transportation Standard Specifications, 2007 (as amended)

GPD	Gallons per day
MGD	Million gallons per day
GPM	Gallons per minute
CFS	Cubic feet per second

SPECIFICATION ABBREVIATIONS

Omission in wording. For brevity, some sentences are incomplete and such words and phrases as "the contractor shall", in conformity therewith", "shall be", "as noted on drawing", "according to the drawings", "a", "an", "the" and "all" which clutter up most specifications are sometimes omitted. They shall be supplied by the reader.

The contractor shall provide all items, articles, materials, operating methods lists, mentioned or scheduled on drawings or in specifications, including all labor, materials, equipment, incidentals necessary and required for their completion.

Approvals, etc., wherever the words "approved", "satisfactory", "direct", "submitted", "inspected" or similar words or phrases are used, it shall be assumed that the word "Engineer" or one of their representatives follows the verb as the object of the clause, such as "approved by the Engineer" and "submitted to the Engineer".

References to the Standard Specifications or manufacturer's installation directions shall mean to the latest edition thereof, as published prior to the date of the agreement unless otherwise indicated.

Terminology: Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

1. "Acceptable", "equal to", "proper", and other qualifying terms imply the judgment by the Architect/Engineer.
2. "Approved", or "Approval" means any equipment, item or material approved by the Architect/Engineer.

3. "Approved equal" means any equipment, item or material approved by the Architect/Engineer as equivalent to the specified equipment, item or material.
4. "Concealed" means work which is not exposed to view when the project is complete.
5. "Exposed" means work which remains exposed to view when the project is complete.
6. "Delivery" means unloading and storing at the site.
7. "Furnish" means to supply and deliver to the job.
8. "Governmental" means all Municipal, County, State and Federal government agencies.
9. "Install" means complete erection and connection of work.
10. "Piping" includes piping and all fittings, valves, hangers and other accessories related to piping.
11. "Provide" means "furnish" and "install" as defined above.
12. Words in singular form shall include as many such devices as are required to complete the work.

1-20 EXISTING UTILITIES

Prior to the start of any excavation work, the contractor shall contact the various utility companies in order to obtain firsthand information of underground piping and conduits:

BOROUGH OF CARTERET ENGINEERING OFFICE

Mr. John DuPont, PE
Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07008

BOROUGH OF CARTERET WATER AND SEWER

Mr. Michael Carnevale, Jr.
Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07008

BOROUGH OF CARTERET DEPARTMENT OF PUBLIC WORKS

Mr. Ed Segotta
Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07008

PUBLIC SERVICE ELECTRIC & GAS CO.

Mr. Len Panucci
4000 Hadley Road
South Plainfield, NJ 07080
P: 908-412-2228

VERIZON

Mr. Ian Chan
175 W Main St
Freehold NJ 07728
P: 732-713-2566

MIDDLESEX WATER COMPANY

Mr. Brian Carr
1500 Ronson Road
Iselin, NJ 08830
P: 732-638-7530

COMCAST CABLE

Mr. Danny Wade
800 Rahway Avenue
Union, NJ 07083
E-mail: Danny_Wade@comcast.com

ELIZABETHTOWN GAS COMPANY

Mr. Greg Balint
520 Green Lane
Union, NJ 07083
P: 732-713-2581

MIDDLESEX COUNTY ENGINEERING DEPARTMENT

Mr. Ronald Sendner, PE
75 Bayard Street, 5th Floor
New Brunswick, NJ 08903

One recommended number to call for various private utilities is 1-800-272-1000.

The following are to be notified at least two working days in advance of any temporary restriction to traffic, or detours related to construction activity:

BOROUGH OF CARTERET POLICE DEPARTMENT

Chief John Kelly
Borough of Carteret Police Department
230 Roosevelt Avenue
Carteret, NJ 07008
(732) 541-3851

BOROUGH OF CARTERET BOARD OF EDUCATION

Mr. Marty Murray
Board of Education Administration Building
599 Roosevelt Avenue
Carteret, NJ 07008
(732) 541-3851

BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY

= CONTRACT DRAWINGS = IMPROVEMENTS TO PORT CARTERET DRIVE

JANUARY 2025
CONTRACT NO. HCA00623.01

NJDOT PROJECT NO. 2022-LFIF-00023

DANIEL J. REIMAN, MAYOR

BOROUGH COUNCIL

SUSAN NAPLES
VINCENT BELLINO
JORGE DIAZ
DENNIS DIMASCIO
AJMAR JOHAL
RANDY KRUM

COUNCIL PRESIDENT
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER

CARMELA POGORZELSKI
JOHN DUPONT, PE, PP, CME
ROBERT BERGEN, ESQ

MUNICIPAL CLERK
DIRECTOR OF ENGINEERING
BOROUGH ATTORNEY



LOCATION MAP

SCALE: 1" = 500'
PROJECT LENGTH: 0.50 MILES



INDEX OF DRAWINGS

Sheet No.	Description	Last Revised
1	COVER AND INDEX SHEET	-
2	GENERAL NOTES AND LEGEND	-
3	DISTRIBUTION OF QUANTITIES	-
4-7	CONSTRUCTION PLAN	-
8	STRIPING AND SIGNAGE PLAN	-
9-11	CONSTRUCTION DETAILS	-
12-13	SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS	-
14-18	NJDOT TRAFFIC CONTROL DETAILS	-

UTILITY/EMERGENCY CONTACT LIST:

<p>WATER MIDDLESEX COUNTY WATER COMPANY 1500 RONSON ROAD ISELIN, NJ 08830 BRIAN CARR, P.E. (732) 638-7530</p> <p>SANITARY SEWER DEPARTMENT BOROUGH OF CARTERET SEWERAGE DEPT 61 COOKE AVENUE CARTERET, NJ 07008 MICHAEL CARNEVALE (732) 541-3878</p>	<p>TELEPHONE VERIZON 175 WEST MAIN STREET FREEHOLD, NJ 07728 IAN CHAN (224) 713-2566</p> <p>ELECTRIC PSE&G 4000 HADLEY ROAD SOUTH PLAINFIELD, NJ 07080 LEN PANNUCCI (908) 412-2228</p>	<p>CABLE TELEVISION COMCAST CABLE 800 RAHWAY AVENUE UNION, NJ 07083 DANNY WADE DANNY_WADE@COMCAST.COM (732) 943-6216</p> <p>NATURAL GAS ELIZABETHTOWN GAS 520 GREEN LANE P.O. BOX 3175 UNION, NJ 07083 GREG BALINT (908) 289-5000 x6100</p>	<p>NITROGEN LINDE 175 EAST PARK DR. TONAWANDA, NY 14150 DANIEL WILDAY (732) 943-6216</p> <p>RAILROAD CONRAIL 330 FELLOWSHIP ROAD, SUITE 300. MOUNT LAUREL, NJ 08054 RYAN HILL (856) 231-2016 RYAN.HILL@CONRAIL.COM EMERGENCY: 800-799-0994</p>
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PROJECT GOVERNED BY NEW JERSEY DEPARTMENT OF TRANSPORTATION:
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2019)
STANDARD ELECTRICAL DETAILS (2007) AND
ROADWAY, TRAFFIC CONTROL, AND BRIDGE STANDARD CONSTRUCTION DETAILS (2016)

No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS COVER AND INDEX SHEET					
 CONSULTING AND MUNICIPAL ENGINEERS <small>2841 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 — 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1014</small>					
JOHN H. ALLGAR P.E., P.P. <small>(908) 208-1</small> NJ P.E. LIC. NO. 28888	DAVID J. SAMUEL P.E., P.P. <small>(908) 208-1</small> NJ P.E. LIC. NO. 3488	JOHN J. STEFANI P.E., L.S. & P.P. <small>(908) 208-1</small> NJ P.E. LIC. NO. 28271			
JAY B. CORNELL P.E., P.P. <small>(908) 208-1</small> NJ P.E. LIC. NO. 28968	MICHAEL J. MCCLELLAND P.E., P.P. <small>(908) 208-1</small> NJ P.E. LIC. NO. 28468	GREGORY R. VALES P.E., P.P. <small>(908) 208-1</small> NJ P.E. LIC. NO. 28488			
TREVOR J. TAYLOR, P.E., P.P.  NEW JERSEY PROFESSIONAL ENGINEER		SCALE: AS SHOWN DESIGNED BY: MZ DATE: 10/10/2024	DRAWN BY: TC CHECKED BY: TT DATE: 1 OF 18	DRAWING NO.: CA623_CONSTRUCT SHEET NO.: 01-COVER FILE NO.: CA623.01	
N.J. LIC. 44578					

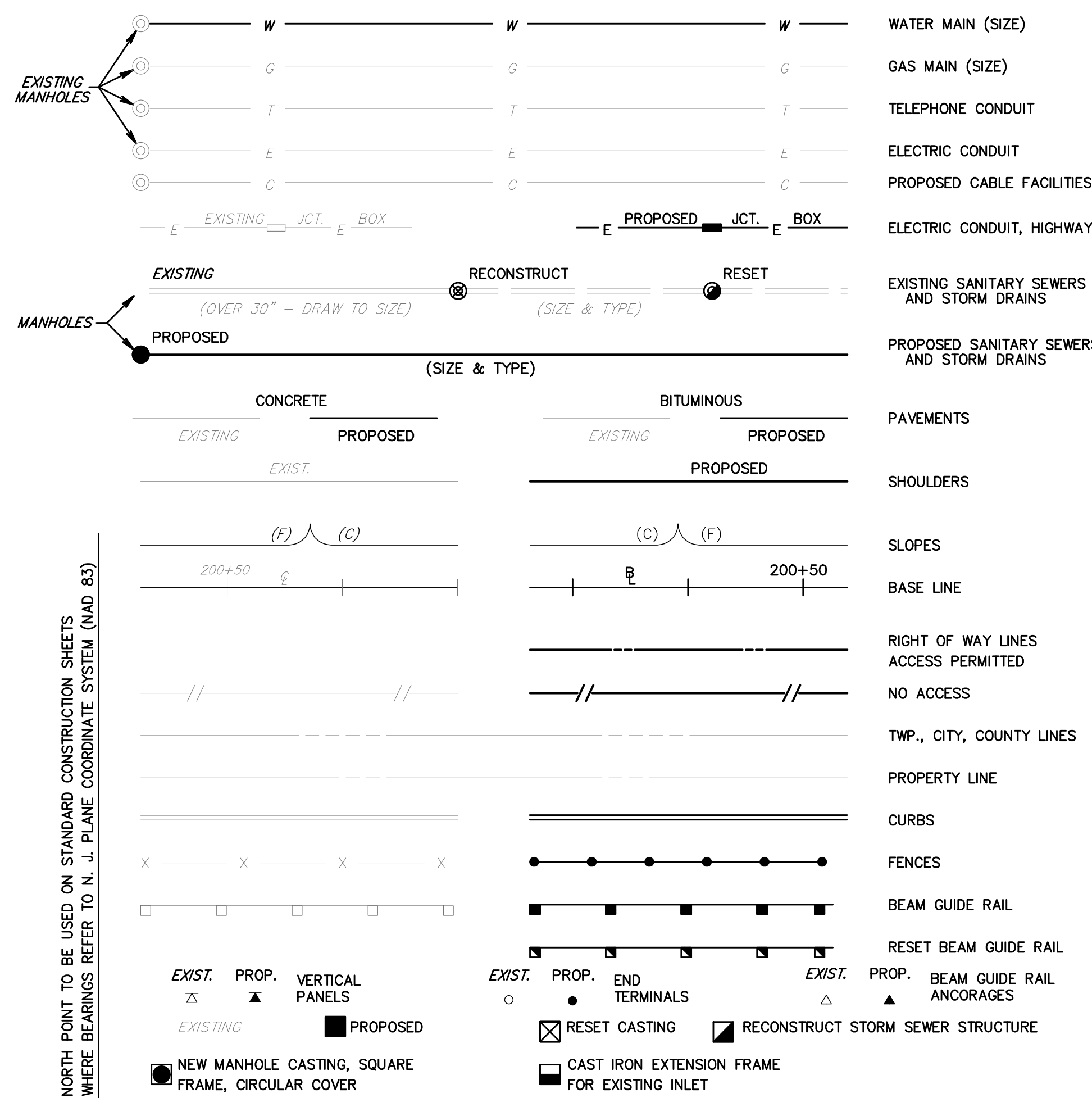
PROJECT CONSTRUCTION NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR CONSTRUCTION IN ACCORDANCE WITH EXISTING LOCAL, COUNTY, OR STATE REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION IN THESE MATTERS.
- THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL VERIFY ALL DIMENSIONS AND DETAILS BEFORE PROCEEDING WITH WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- ALL REGRADED AREAS AT THE SITE WHICH ARE NOT DESIGNATED AS PAVED OR GRAVEL AREAS SHALL BE TOPSOILED AND SEEDED AND SHALL BE STABILIZED IN ACCORDANCE WITH STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY AND THE CONTRACT SPECIFICATIONS.
- ALL GRADING OPERATIONS SHALL PROVIDE FOR POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AND STRUCTURES AND SHALL ELIMINATE PONDING AREAS.
- INFORMATION AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN COLLECTED FROM VARIOUS SOURCES, THE RESULT OF SUCH INVESTIGATIONS ARE SHOWN ON THE CONTRACT DRAWINGS AND ARE NOT GUARANTEED AS TO ACCURACY. THE CONTRACTOR IS PARTICULARLY DIRECTED TO THE FACT THAT UNDERGROUND OBJECTS OR MATERIAL LOCATION ELEVATION, OR TYPE IS NOT WARRANTED TO BE APPROXIMATELY CORRECT (NOR CAN THEY BE ASSUMED TO BE THE ONLY SUBSURFACE OBJECTS OR MATERIAL WHICH MAY BE ENCOUNTERED IN THE WORK). THE CONTRACTOR SHALL MAKE ALL NECESSARY INVESTIGATIONS TO SATISFY HIMSELF AS TO THE EXISTING CONDITIONS PRIOR TO BIDDING WORK.
- THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE LOCATION OF THE UTILITIES WITH THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- THE COORDINATION OF THE LOCATION OR RELOCATION WHERE REQUIRED OF TELEPHONE, ELECTRIC, GAS, AND WATER FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR AND SAME SHALL BE COORDINATED TO INSURE COMPLETION WITHIN THE TIME PERMITTED.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN MEANS OF SAFE INGRESS AND EGRESS TO RESIDENTS THROUGHOUT THE COURSE OF THE WORK AND TO PROVIDE FOR THE SAFE MAINTENANCE AND PROTECTION OF TRAFFIC.
- THE CONTRACTOR'S LICENSED LAND SURVEYOR SHALL PROVIDE THE CONSTRUCTION STAKEOUT FOR THE PROJECT.
- THE CONTRACTOR WILL NOT BE PERMITTED TO STOCKPILE EXCAVATED MATERIALS OVER EXISTING UTILITY LINES. THE STOCKPILED MATERIALS SHOULD BE PLACED SUFFICIENTLY AWAY FROM THE EDGE OF ANY EXCAVATION TO PREVENT CAVING OF THE TRENCH WALL AND TO PERMIT SAFE ACCESS ALONG THE TRENCH. WITH SHEETED TRENCHES, A MINIMUM OF FIVE (5) FEET FROM THE EDGE OF THE SHEETING TO TOE OF SPOIL BANK MUST BE MAINTAINED.
- THE CONTRACTOR IS HEREBY ADVISED THAT PERMITS FROM VARIOUS AGENCIES HAVE BEEN OBTAINED FOR THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR WILL BE REQUIRED TO COMPLY WITH THE CONSTRUCTION, TRAFFIC PROTECTION, SAFETY AND NOTIFICATION PROVISIONS OF THESE PERMITS.
- THE CONTRACTOR SHALL TAKE EVERY PRECAUTION NECESSARY TO PRECLUDE DAMAGE TO EXISTING STRUCTURES, FACILITIES, AND UTILITIES DUE TO LOSS OF LATERAL SUPPORT AND/OR CONSTRUCTION LOADINGS. SPECIFIC DETAILS NECESSARY TO ACCOMPLISH SAME SHALL BE SUBMITTED BY THE CONTRACTOR FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION OF SUBSURFACE IMPROVEMENTS.
- ALL WORK BY THE CONTRACTOR SHALL BE DONE IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY STATUTE KNOWN AS CHAPTER 249 OF THE LAWS OF 1946, BEING SECTIONS 34:6-47.1 TO 47.9, INCLUSIVE OF THE REVISED STATUTES OF NEW JERSEY, 1937, AND IN ACCORDANCE WITH THE RULES AND REGULATIONS CONCERNING PRECAUTIONS TO BE TAKEN IN THE PROXIMITY OF HIGH-VOLTAGE LINES FOR THE PREVENTION OF ACCIDENTS PROMULGATED BY THE COMMISSIONER OF THE DEPARTMENT OF LABOR AND INDUSTRY OF THE STATE OF NEW JERSEY, EFFECTIVE DECEMBER 28, 1948, AS AMENDED AND SUPPLEMENTED, AND IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND OF SUBPART N, PARAGRAPH 1926.550 OF THE RULES AND REGULATIONS ISSUED UNDER SAID ACT.
- THE CONTRACTOR IS HEREBY ADVISED THAT ALL WORK TO BE PERFORMED SHALL BE GOVERNED BY THE LOCAL MUNICIPAL ORDINANCES. THIS SHALL INCLUDE THE PROVISIONS IN THEIR CODES WHICH SET FORTH PERMITTED HOURS OF CONSTRUCTION WITHIN THE MUNICIPALITY.
- THE CONTRACTOR IS ADVISED THAT THEY ARE RESPONSIBLE TO PAY FOR, ACQUIRE AND COMPLY WITH ANY ROAD OPENING PERMITS IF REQUIRED IN CONJUNCTION WITH THE PROPOSED IMPROVEMENTS.
- THE CONTRACTOR SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES BY THE U.S.D.O.T.
- THE CONTRACTOR IS ADVISED THAT HE MUST MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC IN EACH DIRECTION AT ALL TIMES AND MUST COMPLETELY BACKFILL ALL TRENCHES PRIOR TO NON-DAYLIGHT HOURS.
- IN ORDER TO MAINTAIN ONE LANE OF TRAFFIC IN EACH DIRECTION, THE CONTRACTOR MAY FIND IT NECESSARY TO UTILIZE STEEL PLATES OVER TRENCHES AT NO ADDITIONAL COST TO THE OWNER. TEMPORARY TRENCH REPAIRS SHALL NOT BE LEFT UNPAVED OVERNIGHT.
- WHEN DISTURBING, REMOVING AND/OR DISPOSING OF ASBESTOS CEMENT PIPE, THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS INCLUDING BUT NOT LIMITED TO: CURRENT USEPA REGULATIONS (NESHAP, 40 CFR 61 SUBPART M); OSHA REGULATIONS (29 CFR 1926.58); THE CURRENT NEW JERSEY ASBESTOS HAZARD ABATEMENT SUBORDINANCE (N.J.A.C. 5:23-28); THE CURRENT NJDEP REGULATIONS (N.J.A.C. 7:26-1 ET. SEQ.); AND NOTIFICATION REGULATIONS (N.J.A.C. 5:23-8.6, 40 CFR 61 SUBPART M, AND N.J.A.C. 7:26-2.12).
- THE FREEHOLD SOIL CONSERVATION DISTRICT GOVERNS SOIL EROSION AND SEDIMENT CONTROL MEASURES WITHIN THE PROJECT AREA. ACCORDINGLY, ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE INSTALLED AS PER THE REQUIREMENTS OF THE FREEHOLD SOIL CONSERVATION DISTRICT AND AS DIRECTED BY THE ENGINEER.
- AT CERTAIN TIMES THE SITE MAY BE OCCUPIED BY SEVERAL CONTRACTORS AND IT IS THEREFORE REQUIRED FOR ANY AND ALL CONTRACTORS OCCUPYING THE SITE TO COOPERATE WITH ONE ANOTHER. NO DELAYS RESULTING FROM MULTIPLE CONTRACTORS WORKING ON THE SITE WILL BE CONSIDERED.
- THE CONTRACTOR SHALL CONTINUOUSLY Dewater ALL EXCAVATIONS UNTIL BACKFILLING OPERATIONS HAVE BEEN COMPLETED. PRIOR TO DISCHARGE TO STREAMS, SILT SHALL BE SETTLED OUT IN AN APPROVED SETTLING BASIN.
- THE CONTRACTOR SHALL MAINTAIN THE FLOW OF ALL STREAMS, DRAINAGE DITCHES, STORM SEWERS AND SANITARY SEWERS AT ALL TIMES BY A MEANS ACCEPTABLE TO THE ENGINEER AND ALL THE RESPONSIBLE AGENCIES.
- THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICE FLOWS AND PRESSURES UNLESS WRITTEN APPROVAL BY THE RESPONSIBLE UTILITY PERMITS HIM TO DO OTHERWISE.
- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE OF NEW JERSEY WORKER HEALTH AND SAFETY ACT (N.J.A.C. 12:110 ET. SEQ.) AS AMENDED AND THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) (29 CFR 1910), AS AMENDED WITH REGARDS TO WORKER AND JOBSITE SAFETY.
- ALL MAILBOXES REQUIRING RELOCATION SHALL BE DONE SO IN ACCORDANCE WITH LOCAL POSTAL AUTHORITY REGULATIONS.
- ALL MAILBOXES REQUIRING RELOCATION SHALL BE INCLUDED IN THE BID ITEM "CLEARING SITE"
- TREES SHALL BE REMOVED OR PLANTED IF AND WHERE DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL FURNISH A CRASH TRUCK AND TWO (2) PORTABLE VARIABLE MESSAGE SIGNS (VMS) AT ALL TIMES DURING CONSTRUCTION. COST FOR SAME SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR MAINTENANCE AND PROTECTION OF TRAFFIC.

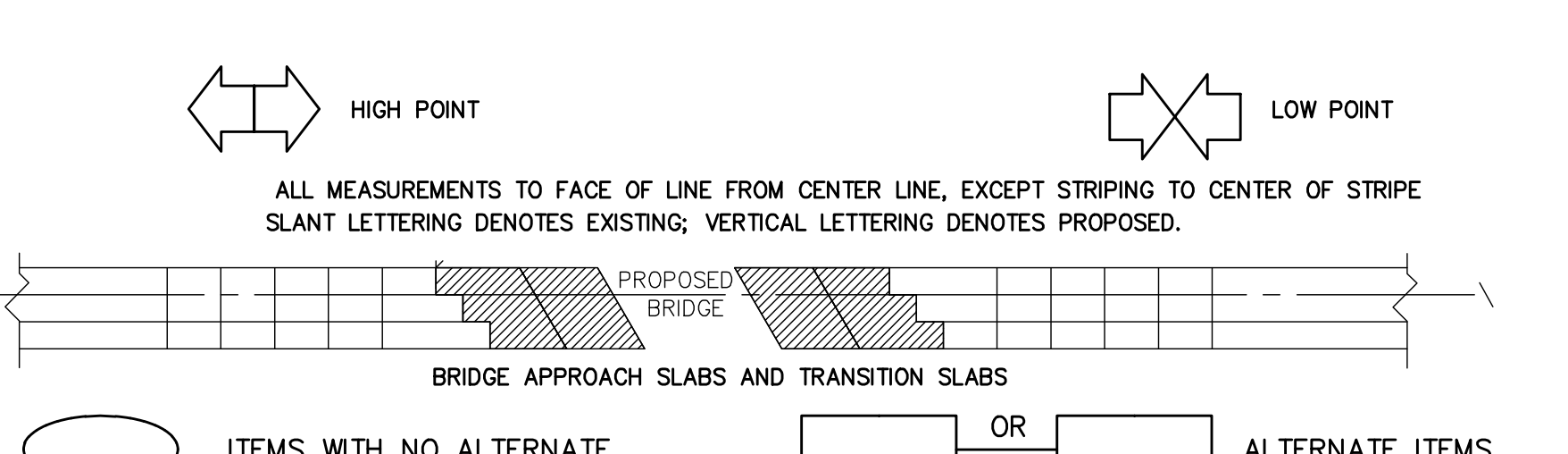
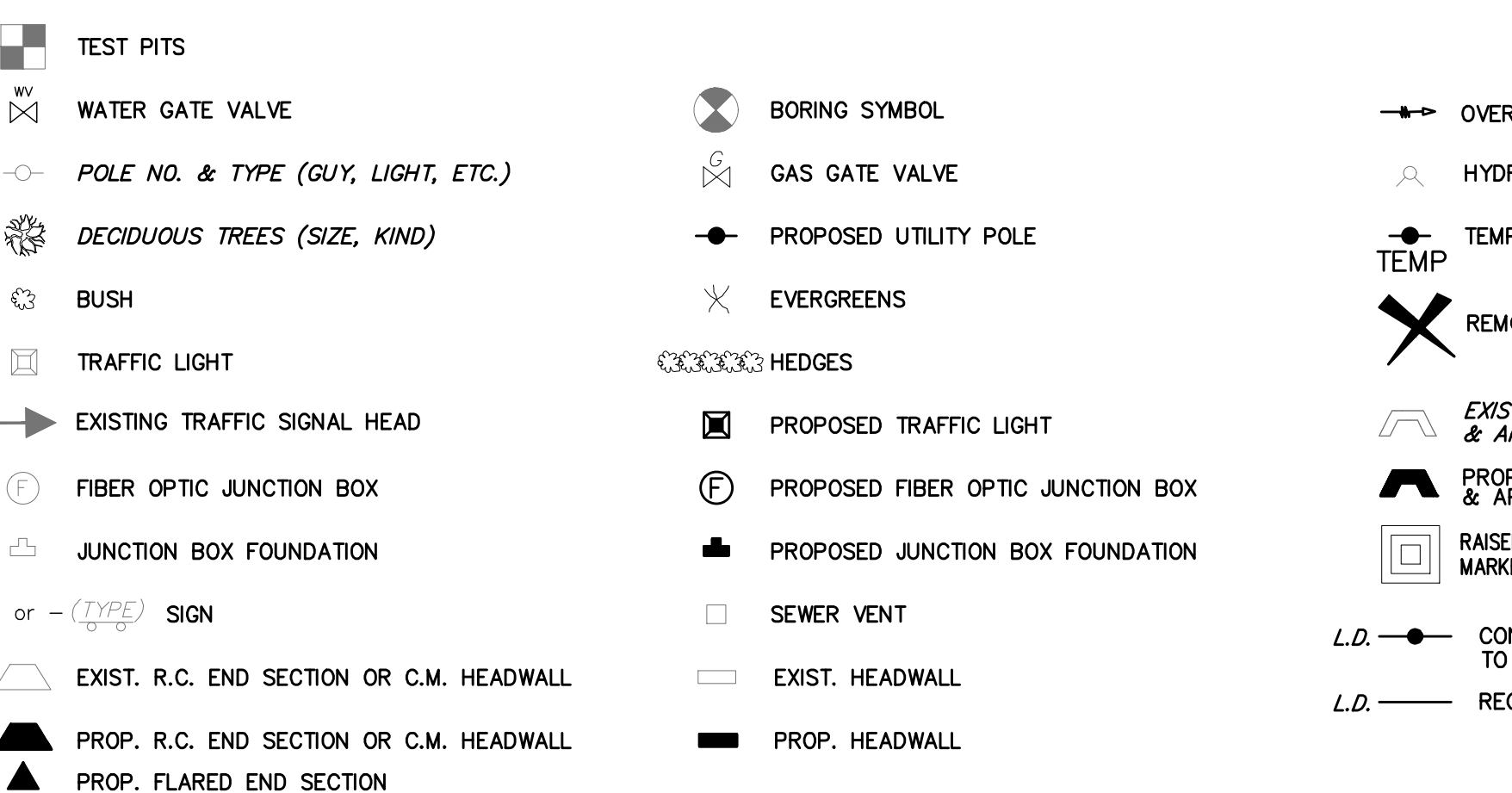
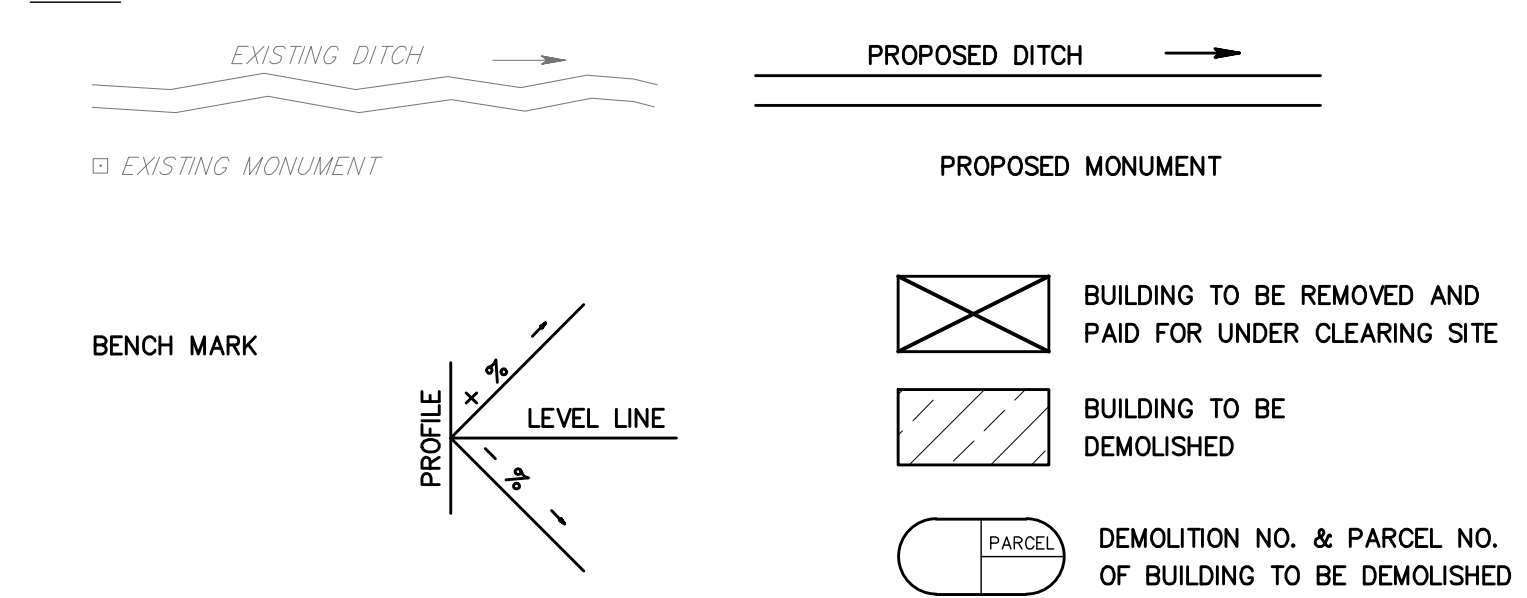
CONTACT CONRAIL FOR ANY WORK WITHIN ITS RIGHT-OF-WAY THAT WILL REQUIRE A FLAGMAN, INSURANCE, AND/OR PERMISSION.
 CONRAIL RIGHT-OF-WAY MANAGER: MARIA BOURASSA
 CONTACT INFO: MARIA.BOURASSA@CONRAIL.COM
 IN THE CASE OF AN EMERGENCY DURING CONSTRUCTION ACTIVITIES INVOLVING CONRAIL'S FACILITIES OR ROW, PLEASE USE THE EMERGENCY PHONE NUMBER: 800-799-0994

NEW JERSEY DEPARTMENT OF TRANSPORTATION

STANDARD LEGEND

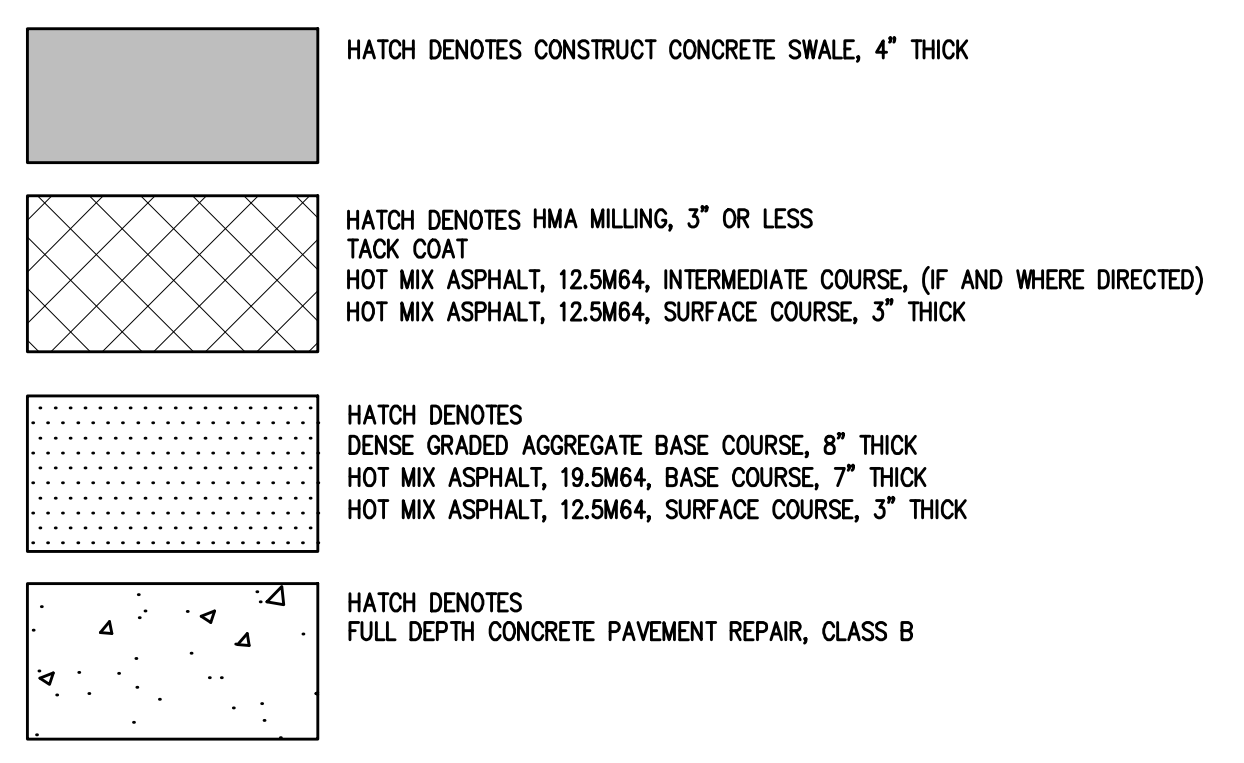


NOTE: CURB PIECES FOR INLET, TYPE B ARE 6" UNLESS OTHERWISE INDICATED



DOUBLE REFERENCE CODES

C - CONSTRUCTION PLANS	TSS - TRAFFIC STRIPING AND SIGNING PLANS
E - ELECTRICAL PLANS	X - CROSS SECTIONS
G - GRADING PLANS	TC - TRAFFIC CONTROL/STAGING PLANS
T - TIES	P - PROFILES
L - LANDSCAPE PLANS	B - BRIDGE PLANS
D & EP - DRAINAGE AND ENVIRONMENTAL PLANS	S - SIGN PLANS



PAVEMENT STRIPING LEGEND

PAVEMENT STRIPING	MATERIAL	DESCRIPTION	LEGEND
STOP LINE	THERMOPLASTIC	24" WIDE WHITE	SL
CENTER LINE	THERMOPLASTIC	2-4" WIDE YELLOW SEPARATED 6"	CL
DASHED LANE LINE	THERMOPLASTIC	4" WIDE WHITE, 10' LONG, 30' INTERVAL SPACING	DL
DOTTED LANE LINE	THERMOPLASTIC	4" WIDE WHITE, 2' LONG, 4' INTERVAL SPACING	DLL
EDGE LINE	THERMOPLASTIC	4" WIDE WHITE	EL
SOLID LANE LINE	THERMOPLASTIC	8" WIDE WHITE	SLL
CROSSWALK MARKINGS	THERMOPLASTIC	24" WIDE, 6' LONG, 4' ON CENTER	CWL
CROSS HATCH LINE	THERMOPLASTIC	24" WIDE YELLOW @ 45°, 12' INTERVAL SPACING	CHL
PARKING STALL LINE	THERMOPLASTIC	4" WIDE WHITE	WPL
HANDICAPPED PARKING STALL LINE	THERMOPLASTIC	4" WIDE BLUE	BPL
PROHIBITED PARKING STALL LINE	THERMOPLASTIC	4" WIDE YELLOW	YPL
PROHIBITED PARKING CURB MARKING	OIL BASED	CURB WIDTH AND HEIGHT, YELLOW	YCM
HANDICAPPED PARKING CURB MARKING	OIL BASED	CURB WIDTH AND HEIGHT, BLUE	BCM

RAISED PAVEMENT PARKER LEGEND

DESCRIPTION	LEGEND
RPM, MONO-DIRECTIONAL, WHITE LENS	SB
RPM, MONO-DIRECTIONAL, AMBER LENS	DSYL
RPM, BI-DIRECTIONAL, AMBER LENS	DHWL

GENERAL NOTES

- RESETTING, RESTORATION, AND PRESERVATION OF ALL EXISTING LANDSCAPING (INCLUDING MAILBOXES, TRIMMER CURB AND LANDSCAPE WALLS, GRANITE CURBS, LANDSCAPE AREAS, AND SIGNS) TO BE INCLUDED UNDER BID ITEM "CLEARING SITE"
- ALL HANDICAP CURB RAMPS TO MEET ADA REQUIREMENTS.
- CONTRACTOR TO ENSURE POSITIVE DRAINAGE THROUGHOUT ALL INTERSECTIONS. SPECIFIC ATTENTION SHALL BE GIVEN TO CURB RAMPS.
- IN THE EVENT THAT THE CONTRACTOR DAMAGES A PRIVATE DRIVEWAY OR WALK, HE SHALL OBTAIN THE OWNER'S PERMISSION TO RECONSTRUCT SAME OUTSIDE THE MUNICIPAL R.O.W. NO EXTRA PAYMENT SHALL BE MADE FOR SAME.
- ALL PAVEMENT JOINTS SHALL BE SAWCUT TO MEET EXISTING, NO EXTRA PAYMENT SHALL BE MADE FOR SAWCUTTING. JOINTS SHALL BE SEALED WITH POLYMERIZED JOINT ADHESIVE.
- FOLLOWING MILLING, ALL CRACKS IN THE MILLED SURFACE SHALL BE SEALED WITH POLYMERIZED JOINT ADHESIVE PRIOR TO APPLICATION OF TACK COAT.
- DRIVEWAY APRONS TO BE RECONSTRUCTED SHALL MATCH EXISTING SLOPES. NO APRONS WILL BE INSTALLED STEEPER THAN THE EXISTING CONDITIONS. CONTRACTOR SHALL MATCH AT EXISTING JOINTS UNLESS OTHERWISE NOTED.
- THE CONTRACTOR'S LICENSED LAND SURVEYOR SHALL PROVIDE THE CONSTRUCTION STAKEOUT FOR THE PROJECT. OUT SHEETS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW AND APPROVAL.
- THE CONTRACTOR IS RESPONSIBLE FOR REQUESTING MARKOUTS FOR ALL EXISTING UTILITIES AND EXCAVATING TEST PITS AS NECESSARY TO EVALUATE POTENTIAL UTILITY CONFLICTS PRIOR TO THE INSTALLATION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR COORDINATING THE RELOCATION OF ANY EXISTING UTILITIES WHERE TEST PITS DEMONSTRATE THEY ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.
- THE CONTRACTOR IS SPECIFICALLY DIRECTED TO THE REQUIREMENTS CONTAINED IN THE SPECIAL PROVISIONS SECTION OF THE CONTRACT SPECIFICATIONS.

SOIL EROSION & SEDIMENT CONTROL CONSTRUCTION NOTES



- THE CONTRACTOR IS ADVISED THAT THE PROPOSED SOIL EROSION AND SEDIMENT CONTROL MEASURES ARE SUBJECT TO FREEHOLD SOIL CONSERVATION DISTRICT REVIEW AND APPROVAL AND SHALL BE VERIFIED PRIOR TO THE INSTALLATION OF SAME.
- SOIL EROSION AND SEDIMENT CONTROL MEASURES AS DEEMED NECESSARY BY THE ENGINEER AND THE FREEHOLD SOIL CONSERVATION DISTRICT SHALL BE INSTALLED WHERE REQUIRED AT NO ADDITIONAL COST. COST OF SAME SHALL BE INCLUDED IN CLEARING SITE.
- THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.
- ALL SOIL EROSION AND SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS AND AFTER EVERY STORM EVENT.
- ALL CATCH BASINS SHALL BE PROTECTED DURING CONSTRUCTION WITH INLET FILTERS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE CONFIRMATION OF LIME, FERTILIZER, AND SEED APPLICATION RATES AT THE REQUEST OF THE FREEHOLD SOIL CONSERVATION DISTRICT.
- SOIL SHALL BE TESTED FOR LIME RATES AT THE TIME OF SEEDBED PREPARATION, PRIOR TO CONSTRUCTION.
- OFF-SITE SEDIMENT DISTURBANCE MAY REQUIRE ADDITIONAL CONTROL MEASURES TO BE DETERMINED BY THE DISTRICT EROSION CONTROL INSPECTOR.
- A COPY OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN MUST BE MAINTAINED ON THE PROJECT SITE DURING CONSTRUCTION.
- MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1.
- SEE NOTES ON SHEET 12 OF 23 AND DETAILS ON SHEET 13 OF 23.

ABBREVIATIONS USED IN THIS CONTRACT

AH, BK	AHEAD, BACK
B.C.T.	BARRIER CURB TRANSITION
BL	BASELINE
BM	BENCHMARK
BT	BELL TELEPHONE
BIT, BITUM	BITUMINOUS
BLDG.	BUILDING
C, C.L.	CENTERLINE
C.I.P.	CAST IRON PIPE
CLF	CHAIN LINK FENCE
C.M.P.	CORRUGATED METAL PIPE
CONC	CONCRETE
CULV	CULVERT
D, DIA	DIAMETER
D.C.	DROP CURB
DE	DITCH EXCAVATION
DEP, DP	DEPRESSED CURB
DH	DRILL HOLE
DWY	DRIVEWAY
E.B., W.B., N.B., S.B.	EASTBOUND, WESTBOUND, NORTHBOUND, SOUTHBOUND
EL, ELEV	ELEVATION
EXIST	EXISTING
GR	GRATE
HT	HEIGHT
H.W.	HEADWALL
HYD	HYDRANT
INV	INVERT
IP	IRON PIN
J.B.	JUNCTION BOX
LT., RT.	LEFT, RIGHT
LOP	LIMIT OF PAVEMENT
LOM	LIMIT OF MILLING
M.B.	MAIL BOX
M.P.	MILE POST
MAX, MAX	MAXIMUM
MIN., MIN	MINIMUM
NO.	NUMBER
N.T.S.	NOT TO SCALE
PAVT	PAVEMENT
PERF.	PERFORATED
P.G.L.	PROFILE GRADE LINE
P, P.L.	PROPERTY LINE (OR) PROFILE LINE
P, P.L.	PROPERTY LINE (OR) PROFILE LINE
PI	POINT OF INTERSECTION
POC, P.O.C.	POINT ON CURVE
POL, P.O.L.	POINT ON LINE
POT, P.O.T.	POINT ON TANGENT
PRC, P.R.C.	POINT OF REVERSE CURVE
PROP	PROPOSED
PT, P.T.	POINT OF TANGENCY
PVC, P.V.C.	POLYVINYL CHLORIDE PIPE (OR) POINT OF VERTICAL CURVATURE
PVI, P.V.I.	POINT OF VERTICAL INTERSECTION
PVT, P.V.T.	POINT OF VERTICAL TANGENCY
R	RADIUS
RCCP, R.C.C.P.	REINFORCED CONCRETE CULVERT PIPE
RCP, R.C.P.	REINFORCED CONCRETE PIPE
RM, R.M.C.	RIGID METALLIC CONDUIT
RNMC, R.N.M.C.	RIGID NONMETALLIC CONDUIT
ROW, R.O.W.	RIGHT OF WAY
R.R.	RAILROAD
RTE, RT	ROUTE
SAN, SANI	SANITARY
SDWK	SIDEWALK
S.H.D.	STATE HIGHWAY DEPARTMENT
SHLD.	SHOULDER
S.S.L	SURVEY LINE
S.O.D.	SUBBASE OUTLET DRAIN
STY.	STORY
T	TANGENT
TBA	TO BE ABANDONED
TBR	TO BE REMOVED
TC	TOP OF INLET CASTING
TG	TOP OF INLET GRATE
TEL.	TELEPHONE
TEMP.	TEMPORARY
THK., TH.	THICK
TYP., TYP	TYPICAL
U.D.	UTILITY DRAIN
UP, U.P.	UTILITY POLE
VAR	VARIABLE
V.C.T.	VERTICAL CURB TRANSITION
W.C.V.C.	WHITE CONCRETE VERTICAL CURB
WM	WATER MAIN
X-SEC	CROSS SECTION

No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS				
GENERAL NOTES & LEGEND SHEET				
3441 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1924				
JOHN H. ALGAR, P.E., P.P. (1983-2001) N.J. REG. NO. 28823	DAVID J. SAMUEL, P.E., P.P. N.J. REG. NO. 28823	JOHN J. STEFANI, P.E., L.S. & P.P. N.J. REG. NO. 28821		
JAY B. CORNELL, P.E., P.P. N.J. REG. NO. 28824	MICHAEL J. MCCLELAND, P.E., P.P. N.J. REG. NO. 28824	GREGORY R. WALES, P.E., P.P. N.J. REG. NO. 28821		
TREVOR J. TAYLOR, P.E., P.P. NEW JERSEY PROFESSIONAL ENGINEER N.J. LIC. 44578				
SCALE: AS SHOWN		DRAWN BY: TC		
DESIGNED BY: MZ		CHECKED BY: TT		
DATE: 10/10/2024		SHEET: 2 OF 18		

PORT CARTERET DRIVE IMPROVEMENTS									
CONSTRUCTION									
Item	Description	U/M	4	5	6	7	EXACT	IF AND WHERE	BASE BID
1	Breakaway Barricade	UN	-	-	-	-	50	0	50
2	Drum	UN	-	-	-	-	50	0	50
3	Traffic Cone	UN	-	-	-	-	50	0	50
4	Traffic Directors, Flaggers	MH	-	-	-	-	100	0	100
5	Construction Signs	SF	-	-	-	-	100	0	100
6	Fuel Price Adjustment	DOLL	-	-	-	-	-	2,100	2,100
7	Asphalt Price Adjustment	DOLL	-	-	-	-	-	4,200	4,200
8	Clearing Site	LS	-	-	-	-	1	0	1
9	Remove Existing Curb or Rolled Curb and Gutter	LF	195	77	120	-	392	133	525
10	Excavation, Unclassified	CY	54	52	-	-	106	44	150
11	Dense-Graded Aggregate Base Course, 8" Thick	SY	161	156	-	-	317	33	350
12	Tack Coat	GAL	270	338	-	-	608	67	675
13	HMA Milling, 3" or Less	SY	1,800	2,251	-	-	4,051	404	4,455
14	Hot Mix Asphalt 12.5M64 Surface Course	TN	343	289	-	-	632	68	700
15	Hot Mix Asphalt 19M64 Base Course	TN	39	37	-	-	76	99	175
16	Full Depth Concrete Pavement Repair, Class B	SY	-	-	612	1,974	2,586	264	2,850
17	15" Reinforced Concrete Pipe	LF	22	-	-	-	22	18	40
18	Inlet, Type B	UN	2	-	-	-	2	0	2
19	Reconstruct Inlet, Type B, Using New Casting	UN	3	4	-	4	11	1	12
20	Reconstruct Inlet, Type E, Using New Casting	UN	1	-	4	1	6	1	7
21	Reset Manhole Frame and Cover	UN	-	-	-	-	-	4	4
22	Concrete Sidewalk, 4" Thick	SY	242	172	-	-	414	41	455
23	Detectable Warning Surface	SY	9	3	-	-	12	0	12
24	8" x 20" Concrete Vertical Curb	LF	156	77	120	-	353	147	500
25	Traffic Lines, Double Yellow	LF	1,038	1,038	-	-	2,076	924	3,000
26	Traffic Markings, Thermoplastic	SF	306	464	-	474	1,244	256	1,500
27	Traffic Marking Lines	LF	-	-	-	578	578	422	1,000
28	Regulatory and Warning Sign	SF	-	7	-	-	7	18	25
29	Reset Water Valve Box	UN	-	2	-	-	2	0	2
30	Video Inspection of Sewer	LF	26	52	784	416	1,278	622	1,900
31	Cleaning Existing Pipe	LF	26	52	784	416	1,278	622	1,900
32	Topsoil Spreading, 4" Thick	SY	87	34	53	-	174	76	250
33	Fertilizing and Seeding, Type A-4	SY	87	34	53	-	174	76	250
34	Straw Mulching	SY	87	34	53	-	174	76	250
35	Allowance for Work Not Specified	AL	-	-	-	-	-	1	1

No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS DISTRIBUTION OF QUANTITIES				
 ONE ASSOCIATES CONSULTING AND MUNICIPAL ENGINEERS <small>2441 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08669 — 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1014</small>				
JOHN H. ALLGAR P.E., P.P. <small>(1989-2009)</small> NO P.E. LIC. NO. 28888	DAVID J. SAMUEL P.E., P.P. <small>(1989-2009)</small> NO P.E. LIC. NO. 3488	JOHN J. STEFANI P.E., L.S. & P.P. <small>(1989-2009)</small> NO P.E. LIC. NO. 28271		
JAY B. CORNELL P.E., P.P. <small>(1989-2009)</small> NO P.E. LIC. NO. 28294	MICHAEL J. MCCLELLAND P.E., P.P. <small>(1989-2009)</small> NO P.E. LIC. NO. 28468	GREGORY R. VALESI P.E., P.P. <small>(1989-2009)</small> NO P.E. LIC. NO. 28488		
TREVOR J. TAYLOR, P.E., P.P.  NEW JERSEY PROFESSIONAL ENGINEER			SCALE: AS SHOWN DESIGNED BY: MZ DATE: 10/10/2024	DRAWN BY: TC CHECKED BY: TT SHEET: 3 OF 18
			DRAWING NO.: CA623_CONSTRUCT FILE NO.: CA623.01	SHEET NO.: 03-EST

MIDDLESEX AVENUE
(60' WIDE ROW - TM)

CONRAIL SHARED ASSETS
REFORMATORY IND.
BRANCH.USDOT AT-GRADE CROSSING #: 916036R

PORT CARTERET DRIVE
(50' WIDE ROW - TM)

- CONSTRUCT (TYP.)
- 195 LF REMOVE EXISTING CURB OR ROLLED CURB AND GUTTER
 - 156 LF 8"x20" CONCRETE VERTICAL CURB
 - 54 CY EXCAVATION, UNCLASSIFIED
 - 161 SY DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK
 - 39 TN HOT MIX ASPHALT 19M64 BASE COURSE
 - 19 TN HOT MIX ASPHALT 12.5M64 SURFACE COURSE

- CONSTRUCT (TYP.)
- 2 UN INLET, TYPE B
 - 306 SF TRAFFIC MARKINGS
 - 1,038 LF TRAFFIC LINES, DOUBLE YELLOW
 - 270 GAL TACK COAT
 - 1,800 SY HMA MILLING, 3" OR LESS
 - 324 TN HOT MIX ASPHALT 12.5M64 SURFACE COURSE

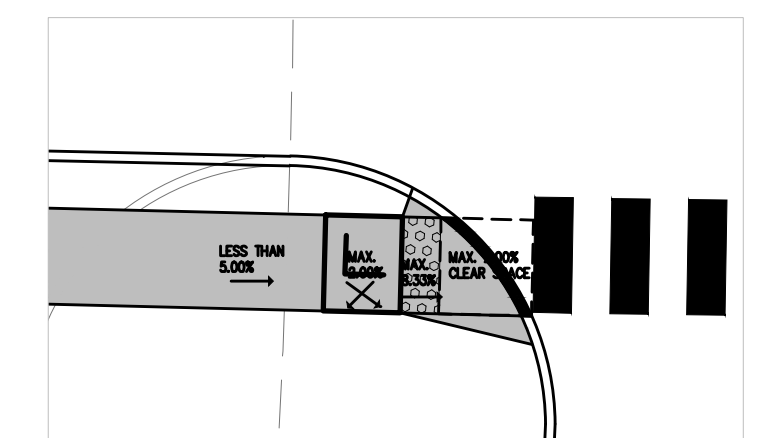
- CONSTRUCT
- 26 LF VIDEO INSPECTION OF SEWER
 - 26 LF CLEANING EXISTING PIPE

- CONSTRUCT (TYP.)
- 3 UN RECONSTRUCT INLET, TYPE B, USING NEW CASTING

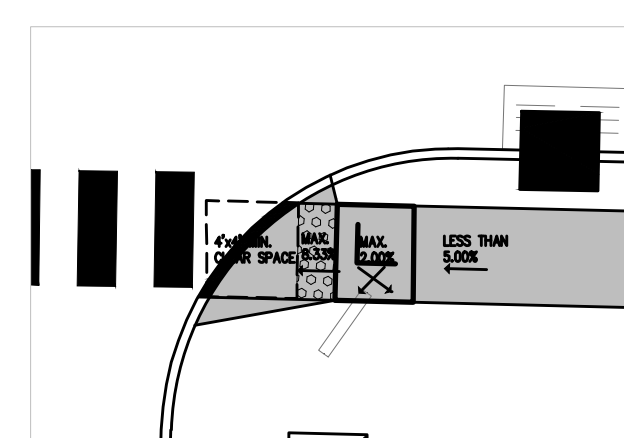
- CONSTRUCT (TYP.)
- 242 SY CONCRETE SIDEWALK, 4" THICK
 - 5 SY DETECTABLE WARNING SURFACE

- CONSTRUCT (TYP.)
- 22 LF 15" REINFORCED CONCRETE PIPE
 - 87 SY TOPSOIL SPREADING, 4" THICK
 - 87 SY FERTILIZING AND SEEDING, TYPE A-4
 - 87 SY STRAW MULCHING

NOTE: CONTRACTOR IS HEREIN ADVISED THAT ALL MILLING AND PAVING OPERATIONS ALONG PORT CARTERET DRIVE BETWEEN STATIONS 0+00 AND 6+00 SHALL BE CONDUCTED AT NIGHT TO LIMIT DISRUPTIONS TO COMMERCIAL TRUCK TRAFFIC. COST DIFFERENTIALS FOR NIGHT WORK, APPLICABLE SAFETY EQUIPMENT AND LIGHTING SHALL BE INCLUDED IN ALL ITEMS REQUIRING SAME.

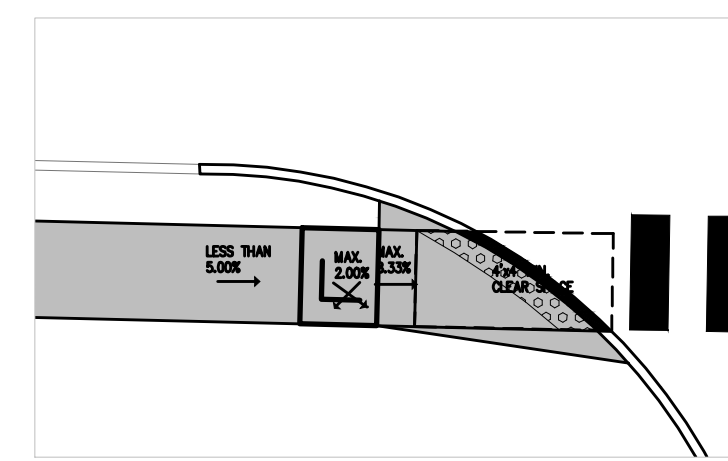


INSET
CURB RAMP A

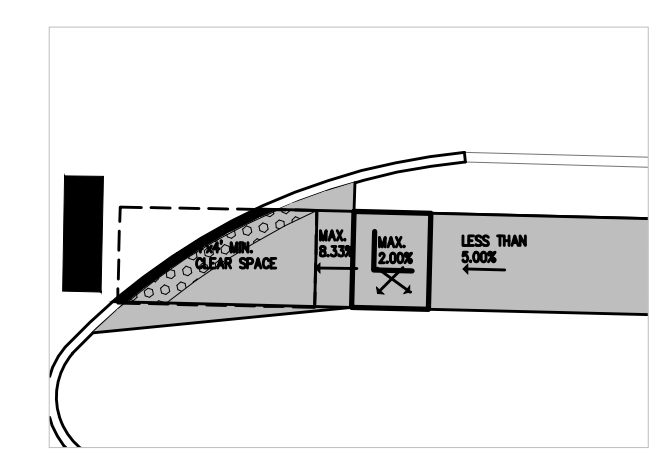


INSET
CURB RAMP B

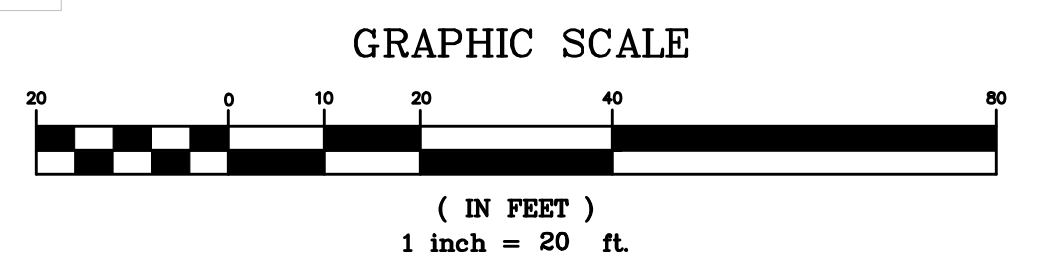
PORT CARTERET DRIVE
STA. 0+00 TO 6+00



INSET
CURB RAMP C



INSET
CURB RAMP D



- RAILROAD TRAFFIC CONTROL NOTES:
- NO RAILROAD WARNING DEVICES ARE TO BE DISTURBED/MOVED/BLOCKED DURING THIS PROJECT.
 - REPLACE AND RAILROAD WARNING SIGNS AND/OR PAVEMENT MARKINGS ACCORDING TO MUTCD THAT MAY BE DISTURBED DURING CONSTRUCTION.
 - NO TRAFFIC CONTROL DEVICES LOCATED WITHIN THE CONRAIL SHARED ASSETS RAIL OPERATIONS.
 - DIRECT NO VEHICLE/TRAFFIC ACROSS THE HIGHWAY-RAIL AT GRADE CROSSING UNTIL PRECEDING VEHICLE CLEARS THE TRACK AND "FOUL" AREA AT NO TIME DURING THE TRAFFIC CONTROL PHASES SHALL ANY VEHICLE/PEDESTRIAN/UNIFORMED OFFICER/CONES/DRUMS/SIGNAGE & DEVICES "FOUL" THE TRACKS
 - CONTRACTOR IS NOT PERMITTED TO FOUL THE TRACKS WITH ANY EQUIPMENT, PERSONNEL, OR VEHICLE(S) DURING CONSTRUCTION
 - CONTACT CONRAIL FOR ANY WORK WITHIN ITS RIGHT-OF-WAY THAT WILL REQUIRE A FLAGMAN, INSURANCE, AND/OR PERMISSION.
 - CONRAIL RIGHT-OF-WAY MANAGER: MARIA BOURASSA. CONTACT INFO: MARIA.BOURASSA@CONRAIL.COM
 - IN THE CASE OF AN EMERGENCY DURING THE PROPOSED CONSTRUCTION ACTIVITIES INVOLVING CONRAIL RAILROAD TRACKS, RAILROAD WARNING DEVICES, RAILROAD WIRING, SURFACE, RAILROAD FACILITY AND ROW, PLEASE CALL THE EMERGENCY PHONE NUMBER FOR CONRAIL AT 800-799-0994 OR RYAN HILL AT 856-231-2016 OR RYAN.HILL@CONRAIL.COM

TEST PITS

THE CONTRACTOR IS RESPONSIBLE FOR REQUESTING MARKOUTS FOR ALL EXISTING UTILITIES AND EXCAVATING TEST PITS AS NECESSARY TO EVALUATE POTENTIAL UTILITY CONFLICTS PRIOR TO THE INSTALLATION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR COORDINATING THE RELOCATION OF ANY EXISTING UTILITIES WHERE TEST PITS DEMONSTRATE THEY ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.

PROPOSED CURB REPLACEMENT

CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY AND STAKE OUT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING TOP OF CURB ELEVATIONS TO ENSURE POSITIVE DRAINAGE OF DRIVEWAYS, WALKWAYS, FRONT YARD AREAS, AND GUTTERLINES. CUT SHEETS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE FOR SAME.

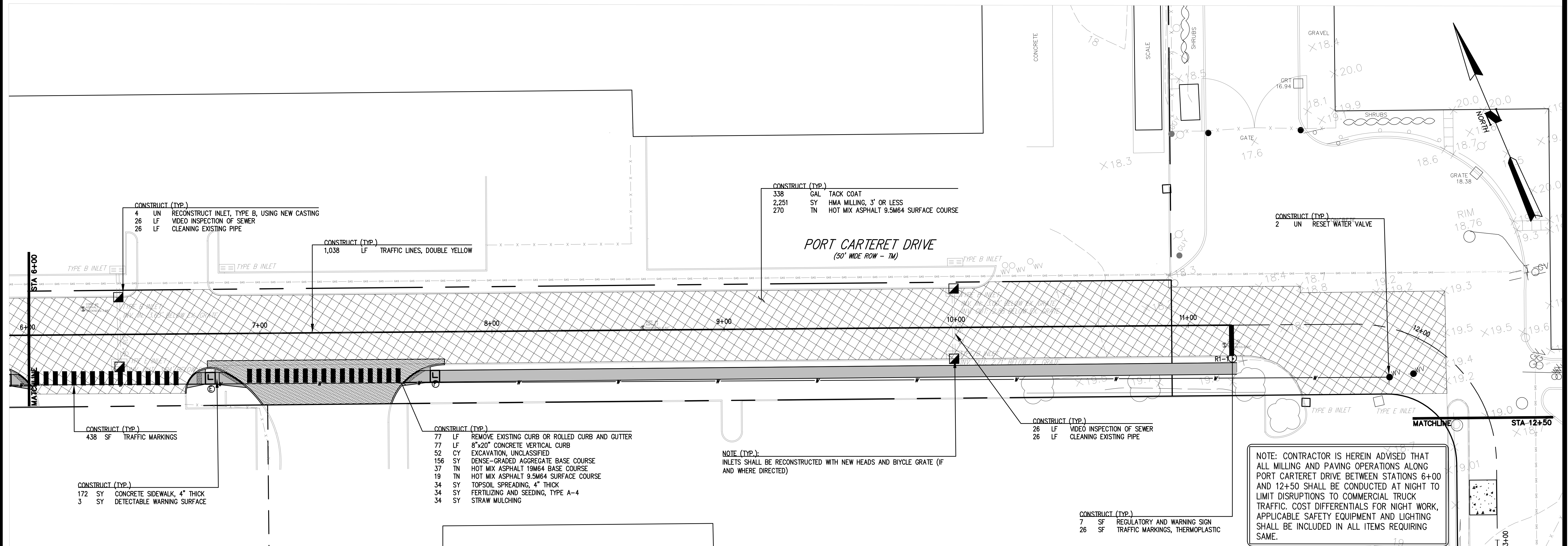
SPECIAL PROVISIONS

THE CONTRACTOR IS SPECIFICALLY DIRECTED TO THE REQUIREMENTS CONTAINED IN THE SPECIAL PROVISIONS SECTION OF THE CONTRACT SPECIFICATIONS.

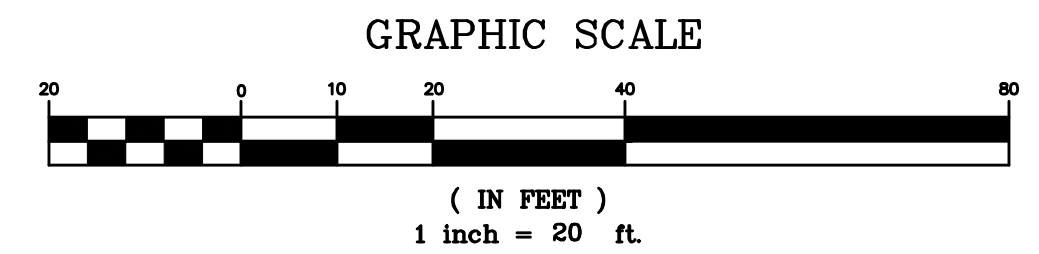
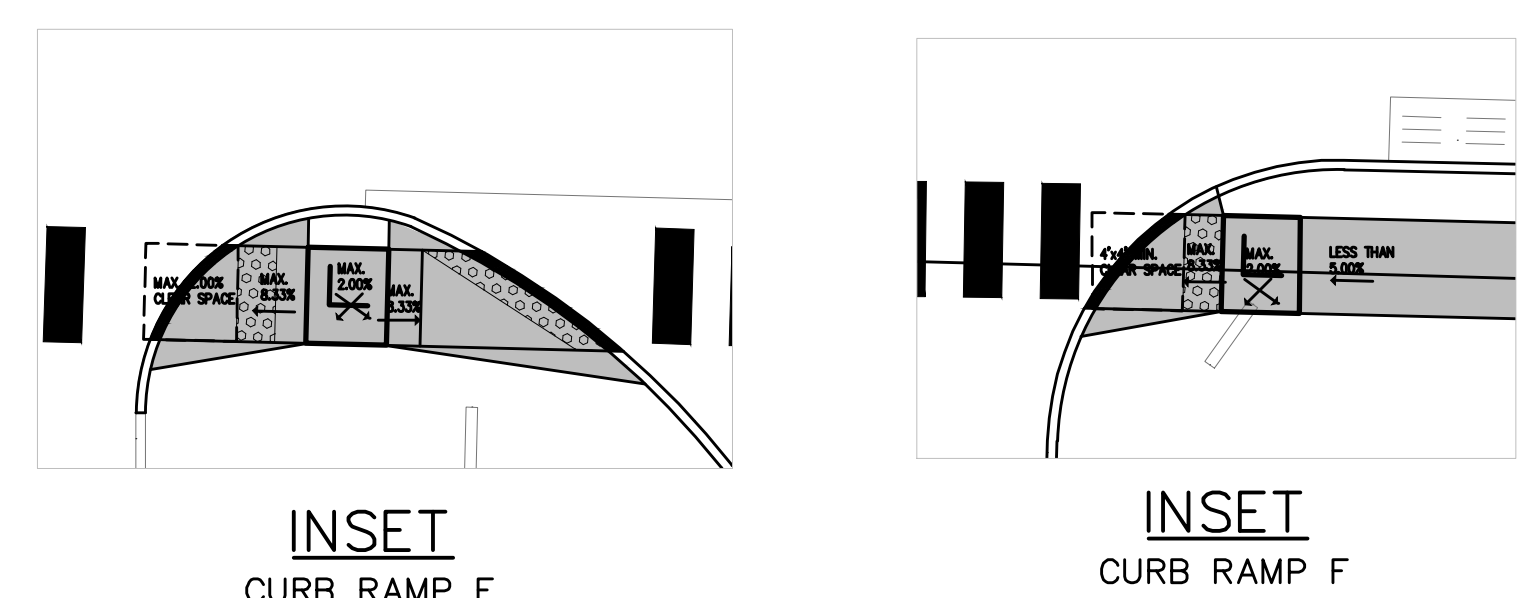
- GENERAL NOTES**
- RESETTING, RESTORATION, AND PRESERVATION OF ALL EXISTING LANDSCAPING (INCLUDING MAILBOXES, TIMBER TIE CURBS AND LANDSCAPE WALLS, GRANITE CURBS, LANDSCAPE AREAS, AND SIGNS) TO BE INCLUDED UNDER BID ITEM 'CLEARING SITE.'
 - ALL HANDICAP CURB RAMPS TO MEET ADA REQUIREMENTS.
 - CONTRACTOR TO ENSURE POSITIVE DRAINAGE THROUGHOUT ALL INTERSECTIONS. SPECIFIC ATTENTION SHALL BE GIVEN TO CURB RAMPS.
 - IN THE EVENT THAT THE CONTRACTOR DAMAGES A PRIVATE DRIVEWAY OR WALK, HE SHALL OBTAIN THE OWNER'S PERMISSION TO RECONSTRUCT SAME OUTSIDE THE BOROUGH R.O.W. NO EXTRA PAYMENT SHALL BE MADE FOR SAME.
 - ALL PAVEMENTS JOINTS SHALL BE SAWCUT AND SEALED TO MEET EXISTING. NO EXTRA PAYMENT SHALL BE MADE FOR SAWCUTTING OR SEALING.
 - LIMITS OF DRIVEWAY APRON, SIDEWALK, AND CURB REPLACEMENT SHALL BE VERIFIED IN THE FIELD WITH ENGINEER PRIOR TO CONSTRUCTION.
 - NO SEPARATE PAYMENT SHALL BE MADE FOR LEADER DRAIN REPAIRS ASSOCIATED WITH NEW CURB INSTALLATION.

- CONSTRUCT**
(STA. 0+00 TO 6+00)
- 195 LF REMOVE EXISTING CURB OR ROLLED CURB AND GUTTER
 - 54 CY EXCAVATION, UNCLASSIFIED
 - 161 SY DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK
 - 270 GAL TACK COAT
 - 1,800 SY HMA MILLING, 3" OR LESS
 - 343 TN HOT MIX ASPHALT 9.5M64 SURFACE COURSE
 - 39 TN HOT MIX ASPHALT 19M64 BASE COURSE
 - 22 LF 15" REINFORCED CONCRETE PIPE
 - 2 UN INLET, TYPE B
 - 3 UN RECONSTRUCT INLET, TYPE B, USING NEW CASTING
 - 1 UN RECONSTRUCT INLET, TYPE E, USING NEW CASTING
 - 242 SY CONCRETE SIDEWALK, 4" THICK
 - 9 SY DETECTABLE WARNING SURFACE
 - 38 LF 8"x20" CONCRETE VERTICAL CURB
 - 1,038 LF TRAFFIC LINES, DOUBLE YELLOW
 - 306 SF TRAFFIC MARKINGS, THERMOPLASTIC
 - 26 LF VIDEO INSPECTION OF SEWER
 - 26 LF CLEANING EXISTING PIPE
 - 87 SY TOPSOIL SPREADING, 4" THICK
 - 87 SY FERTILIZING AND SEEDING, TYPE 'A-4'
 - 87 SY STRAW MULCHING

No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
	BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS PORT CARTERET DRIVE CONSTRUCTION PLAN STA 0+00 TO 6+00			
CONSULTING AND MUNICIPAL ENGINEERS ASSOCIATES 2841 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 — 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1104				
JOHN H. ALLGAR P.E., P.P. (1989-2009) NJ P.E. LIC. NO. 28828	DAVID J. SAMUEL P.E., P.P. NJ P.E. LIC. NO. 28828	JOHN J. STEFANI P.E., L.S. & P.P. NJ P.E. LIC. NO. 28821		
JAY B. CORNELL P.E., P.P. NJ P.E. LIC. NO. 28962	MICHAEL J. MCCLELLAND P.E., P.P. NJ P.E. LIC. NO. 28962	GREGORY R. VALES P.E., P.P. NJ P.E. LIC. NO. 28962		
TREVOR J. TAYLOR, P.E., P.P. NEW JERSEY PROFESSIONAL ENGINEER			SCALE: AS SHOWN DRAWN BY: MZ DATE: 10/10/2024 SHEET: 4 OF 18	
			DRAWING NO. CA623_CONSTRUCT	JOB NO. CA623.01



PORT CARTERET DRIVE
STA. 6+00 TO 12+50



SPECIAL PROVISIONS
THE CONTRACTOR IS SPECIFICALLY DIRECTED TO THE REQUIREMENTS CONTAINED IN THE SPECIAL PROVISIONS SECTION OF THE CONTRACT SPECIFICATIONS.

TEST PITS
THE CONTRACTOR IS RESPONSIBLE FOR REQUESTING MARKOUTS FOR ALL EXISTING UTILITIES AND EXCAVATING TEST PITS AS NECESSARY TO EVALUATE POTENTIAL UTILITY CONFLICTS PRIOR TO THE INSTALLATION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR COORDINATING THE RELOCATION OF ANY EXISTING UTILITIES WHERE TEST PITS DEMONSTRATE THEY ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.

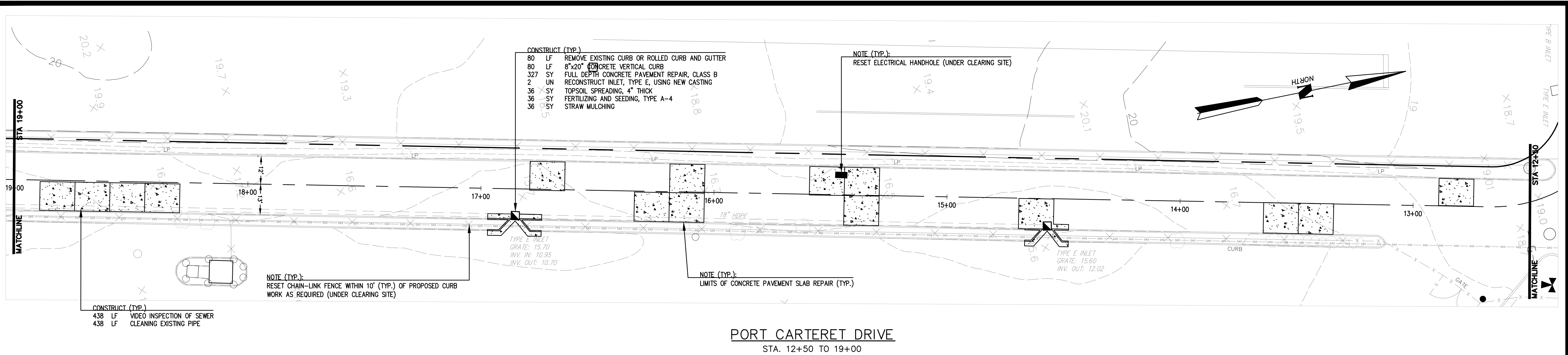
PROPOSED CURB REPLACEMENT
CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY AND STAKE OUT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING TOP OF CURB ELEVATIONS TO ENSURE POSITIVE DRAINAGE OF DRIVEWAYS, WALKWAYS, FRONT YARD AREAS, AND GUTTERLINES. CUT SHEETS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE FOR SAME.

- GENERAL NOTES**
1. RESETING, RESTORATION, AND PRESERVATION OF ALL EXISTING LANDSCAPING (INCLUDING MAILBOXES, TIMBER TIE CURB AND LANDSCAPE WALLS, GRANITE CURBS, LANDSCAPE AREAS, AND SIGNS) TO BE INCLUDED UNDER BID ITEM 'CLEARING SITE.'
 2. ALL HANDICAP CURB RAMP TO MEET ADA REQUIREMENTS.
 3. CONTRACTOR TO ENSURE POSITIVE DRAINAGE THROUGHOUT ALL INTERSECTIONS. SPECIFIC ATTENTION SHALL BE GIVEN TO CURB RAMP.
 4. IN THE EVENT THAT THE CONTRACTOR DAMAGES A PRIVATE DRIVEWAY OR WALK, HE SHALL OBTAIN THE OWNER'S PERMISSION TO RECONSTRUCT SAME OUTSIDE THE BOROUGH R.O.W. NO EXTRA PAYMENT SHALL BE MADE FOR SAME.
 5. ALL PAVEMENTS JOINTS SHALL BE SAWCUT AND SEALED TO MEET EXISTING. NO EXTRA PAYMENT SHALL BE MADE FOR SAWCUTTING OR SEALING.
 6. LIMITS OF DRIVEWAY APRON, SIDEWALK, AND CURB REPLACEMENT SHALL BE VERIFIED IN THE FIELD WITH ENGINEER PRIOR TO CONSTRUCTION.
 7. NO SEPARATE PAYMENT SHALL BE MADE FOR LEADER DRAIN REPAIRS ASSOCIATED WITH NEW CURB INSTALLATION.

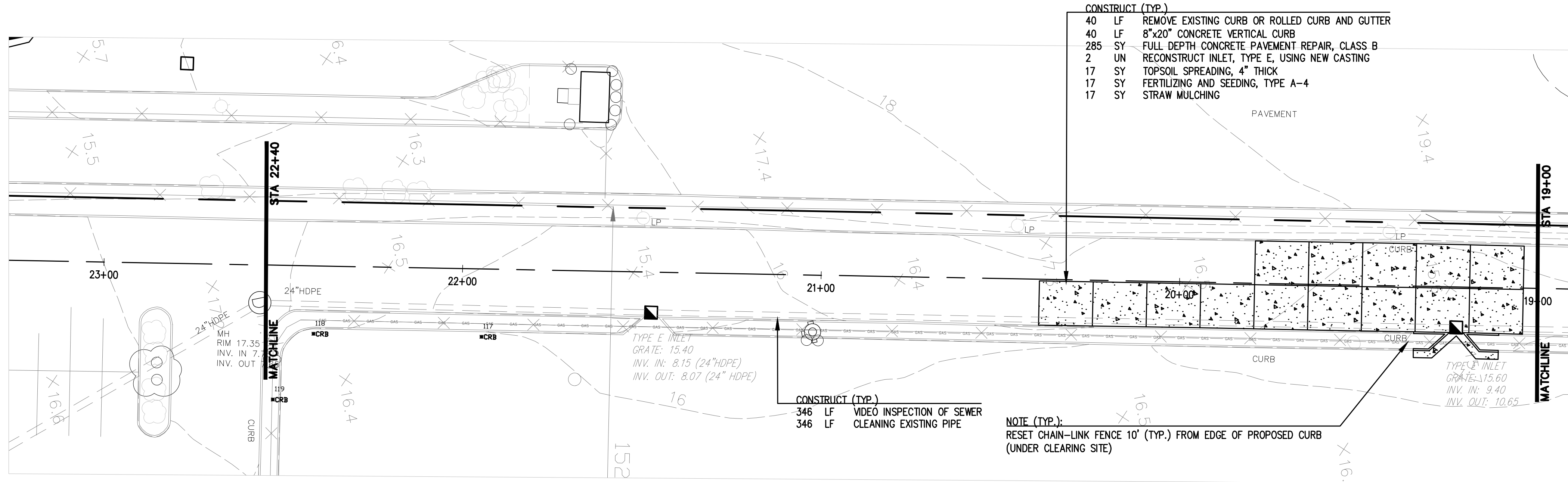
CONSTRUCT
(STA. 6+00 TO 12+50)

77	LF	REMOVE EXISTING CURB OR ROLLED CURB AND GUTTER
52	CY	EXCAVATION, UNCLASSIFIED
156	SY	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK
338	GAL	TACK COAT
2,251	SY	HMA MILLING, 3" OR LESS
289	TN	HOT MIX ASPHALT 9.5M64 SURFACE COURSE
37	TN	HOT MIX ASPHALT 19M64 BASE COURSE
4	UN	RECONSTRUCT INLET, TYPE B, USING NEW CASTING
172	SY	CONCRETE SIDEWALK, 4" THICK
3	SY	DETECTABLE WARNING SURFACE
77	LF	8"x20" CONCRETE VERTICAL CURB
1,038	LF	TRAFFIC LINES, DOUBLE YELLOW
464	SF	TRAFFIC MARKINGS, THERMOPLASTIC
7	SF	REGULATORY AND WARNING SIGN
2	UN	RESET WATER VALVE
52	LF	VIDEO INSPECTION OF SEWER
52	LF	CLEANING EXISTING PIPE
34	SY	TOPSOIL SPREADING, 4" THICK
34	SY	FERTILIZING AND SEEDING, TYPE A-4
34	SY	STRAW MULCHING

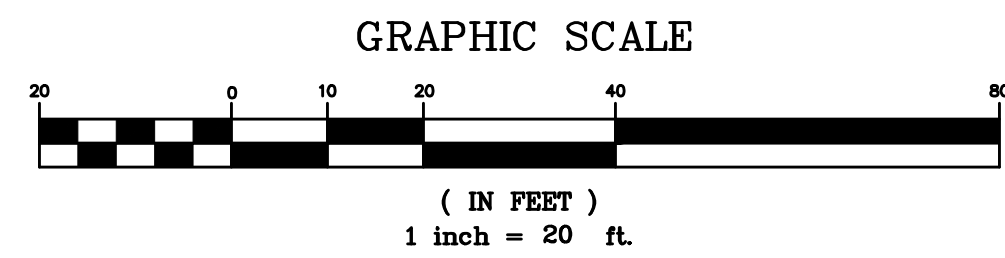
No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
	BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS PORT CARTERET DRIVE CONSTRUCTION PLAN STA 6+00 TO 12+50			
 2841 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1104				
JOHN H. ALLGAR P.E., P.P. <small>(1983 - 2001)</small> JAY B. CORNELL P.E., P.P. <small>NEW JERSEY LICENSE NO. 28262</small>	DAVID J. SAMUEL P.E., P.P. <small>NEW JERSEY LICENSE NO. 28828</small> MICHAEL J. MCCLELLAND P.E., P.P. <small>NEW JERSEY LICENSE NO. 28468</small>	JOHN J. STEFANI P.E., L.S. & P.P. <small>NEW JERSEY LICENSE NO. 28921</small> GREGORY R. VALES P.E., P.P. <small>NEW JERSEY LICENSE NO. 28481</small>	SCALE AS SHOWN	DRAWN BY TC
TREVOR J. TAYLOR, P.E., P.P. <small>NEW JERSEY PROFESSIONAL ENGINEER</small>		CHECKED BY MZ	DATE 10/10/2024	DRAWING NO. CA623_01 SHEET NO. 5 OF 18



PORT CARTERET DRIVE
STA. 12+50 TO 19+00



PORT CARTERET DRIVE
STA. 19+00 TO 22+40



CONSTRUCT
(STA. 12+50 TO 23+00)

- 120 LF REMOVE EXISTING CURB OR ROLLED CURB AND GUTTER
- 612 SY FULL DEPTH CONCRETE PAVEMENT REPAIR, CLASS B
- 4 UN RECONSTRUCT INLET, TYPE E, USING NEW CASTING
- 120 LF 8"x20" CONCRETE VERTICAL CURB
- 784 LF VIDEO INSPECTION OF SEWER
- 784 LF CLEANING EXISTING PIPE
- 53 SY TOPSOIL SPREADING, 4" THICK
- 53 SY FERTILIZING AND SEEDING, TYPE A-4
- 53 SY STRAW MULCHING

TEST PITS

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PROPOSED CURB REPLACEMENT

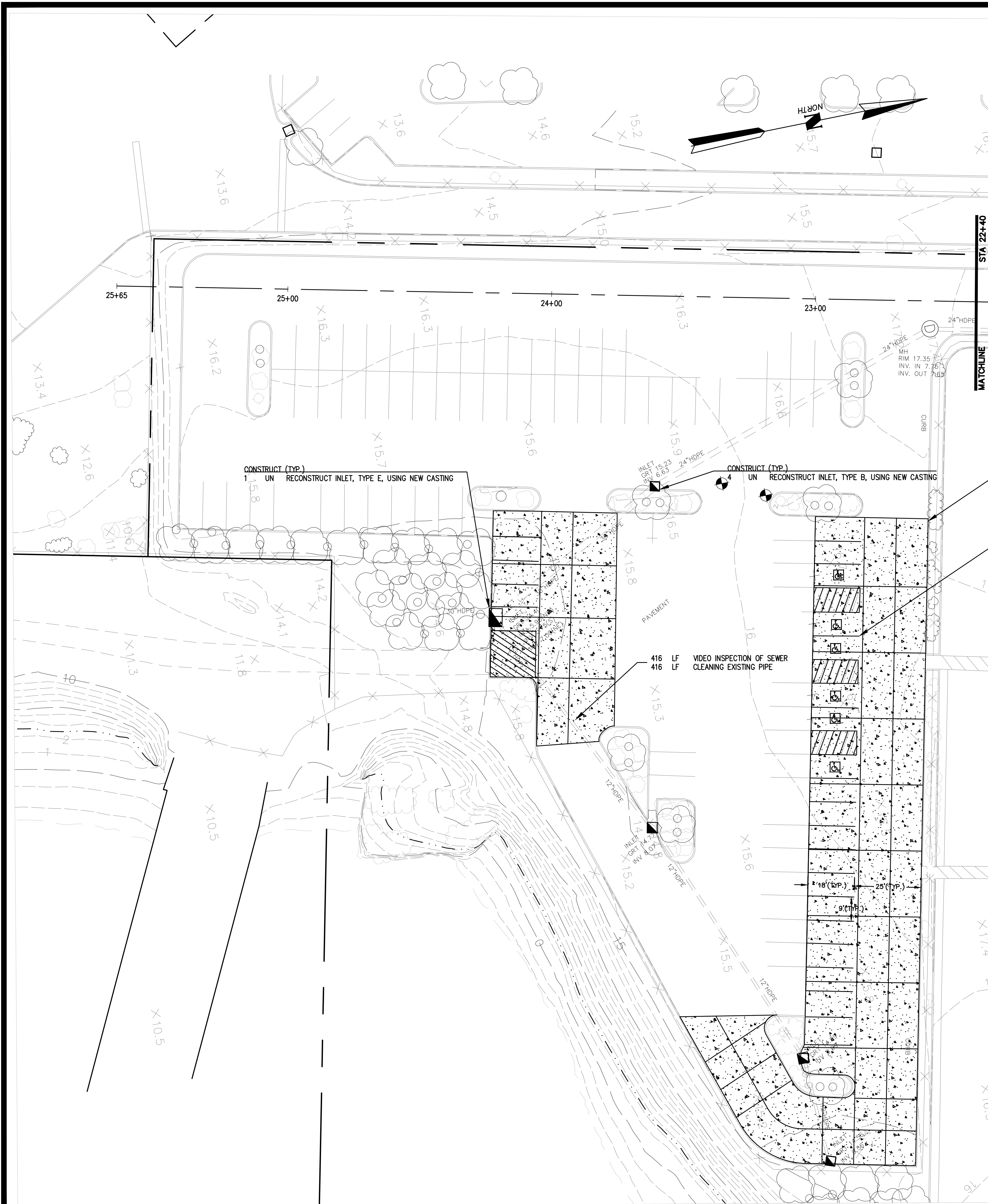
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SPECIAL PROVISIONS

THE CONTRACTOR IS SPECIFICALLY DIRECTED TO THE REQUIREMENTS CONTAINED IN THE SPECIAL PROVISIONS SECTION OF THE CONTRACT SPECIFICATIONS.

No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
	BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS PORT CARTERET DRIVE CONSTRUCTION PLAN STA 12+50 TO 22+40			
JOHN H. ALLGAR P.E., P.P. (1988 - 2001) N.J. P.E. LIC. NO. 2888	DAVID J. SAMUEL P.E., P.P. N.J. P.E. LIC. NO. 3488	JOHN J. STEFANI P.E., L.S. & P.P. N.J. P.E. LIC. NO. 28271		
JAY B. CORNELL P.E., P.P. N.J. P.E. LIC. NO. 28294	MICHAEL J. MCCLELLAND P.E., P.P. N.J. P.E. LIC. NO. 28468	GREGORY R. VALESI P.E., P.P. N.J. P.E. LIC. NO. 24488		
TREVOR J. TAYLOR, P.E., P.P.			SCALE: AS SHOWN	DATE: 10/10/2024
NEW JERSEY PROFESSIONAL ENGINEER			DESIGNED BY: MZ	CHECKED BY: TT
N.J. LIC. 44578			DATE: 10/10/2024	6 OF 18



CONSTRUCT (TYP.)
 1,974 SY FULL DEPTH CONCRETE PAVEMENT REPAIR, CLASS B
 (MATCH EXISTING JOINT LAYOUTS)

CONSTRUCT (TYP.)
 1 UN RECONSTRUCT INLET, TYPE E, USING NEW CASTING

CONSTRUCT (TYP.)
 4 UN RECONSTRUCT INLET, TYPE B, USING NEW CASTING

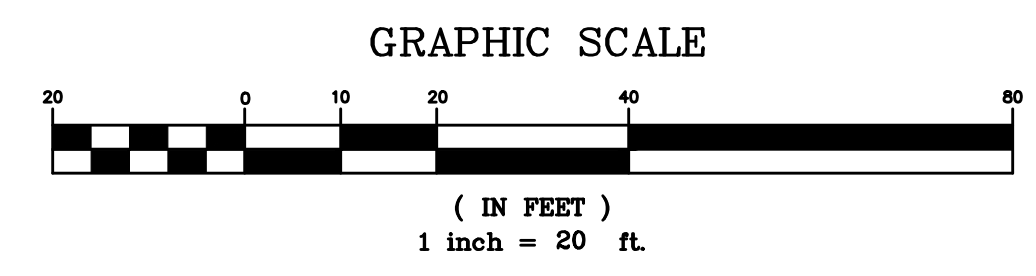
CONSTRUCT (TYP.)
 578 LF TRAFFIC MARKING LINES
 474 SF TRAFFIC MARKINGS

416 LF VIDEO INSPECTION OF SEWER
 416 LF CLEANING EXISTING PIPE

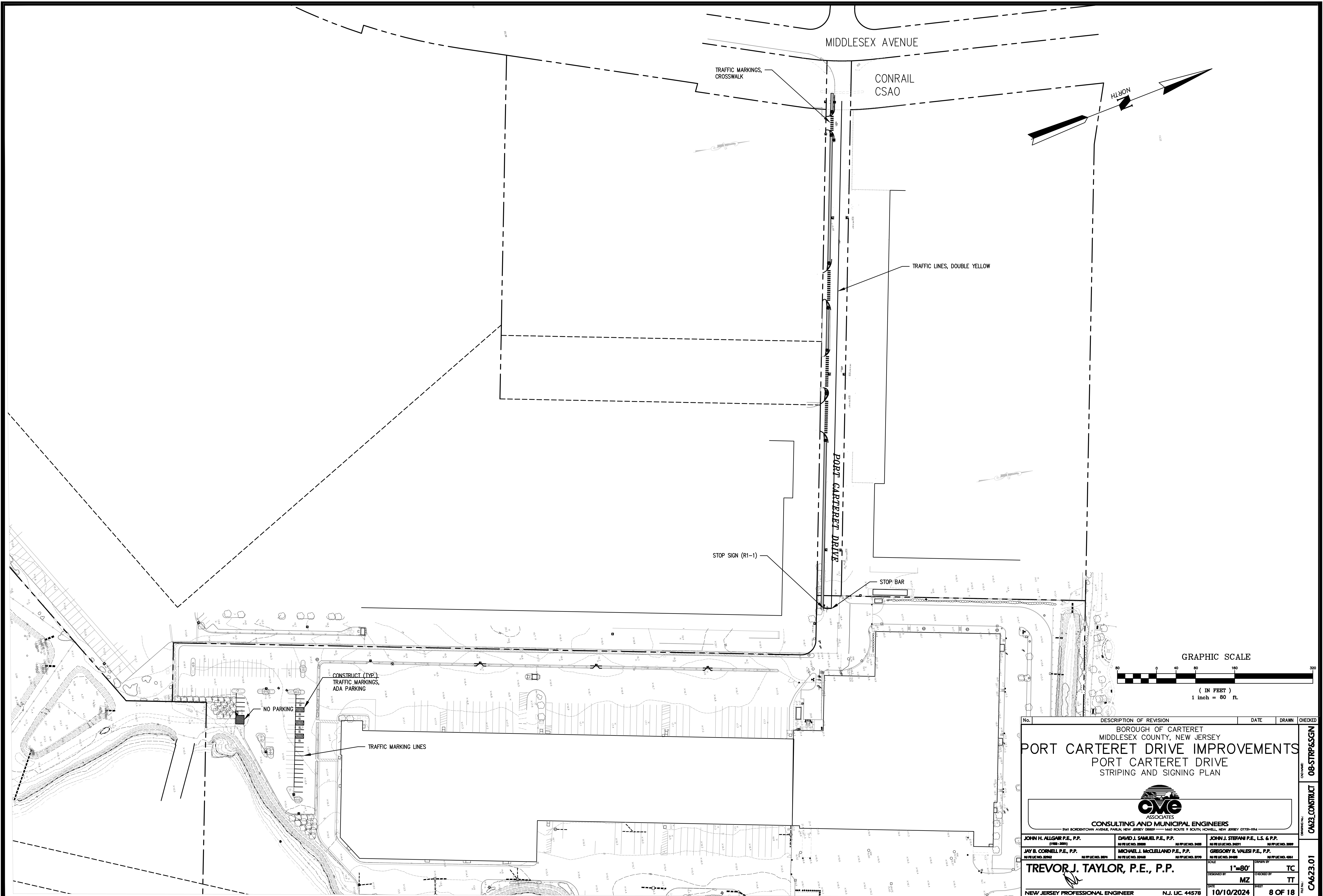
CONSTRUCT


(STA. 23+00 TO 25+65)

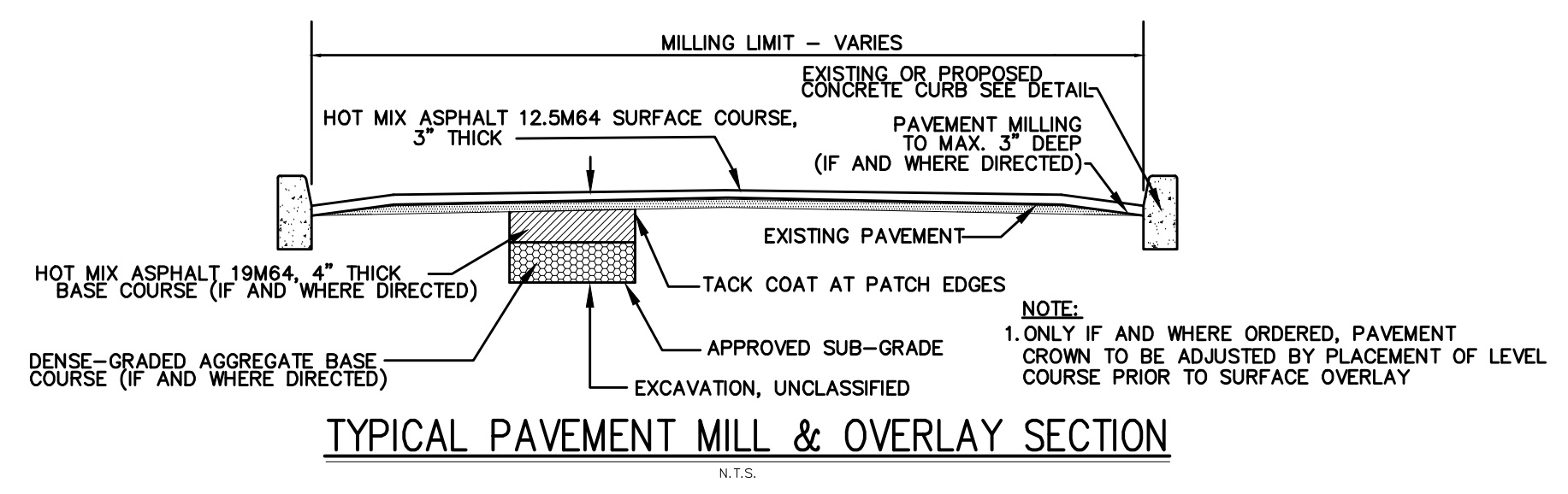
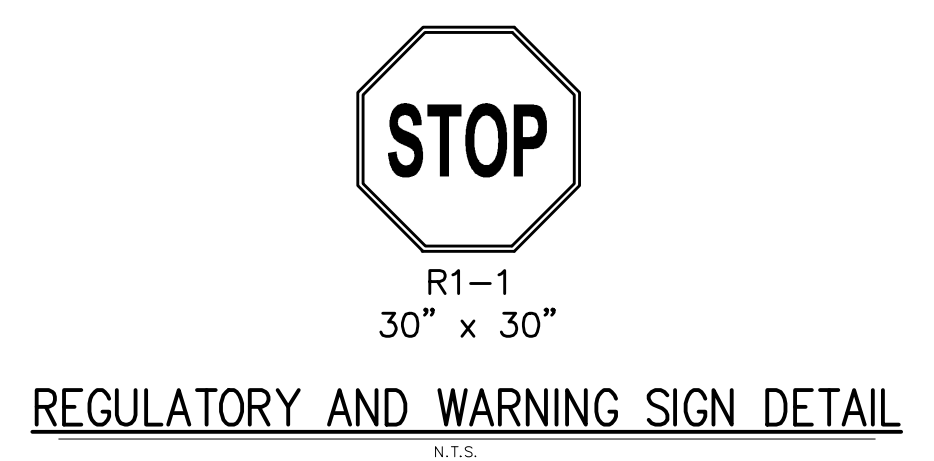
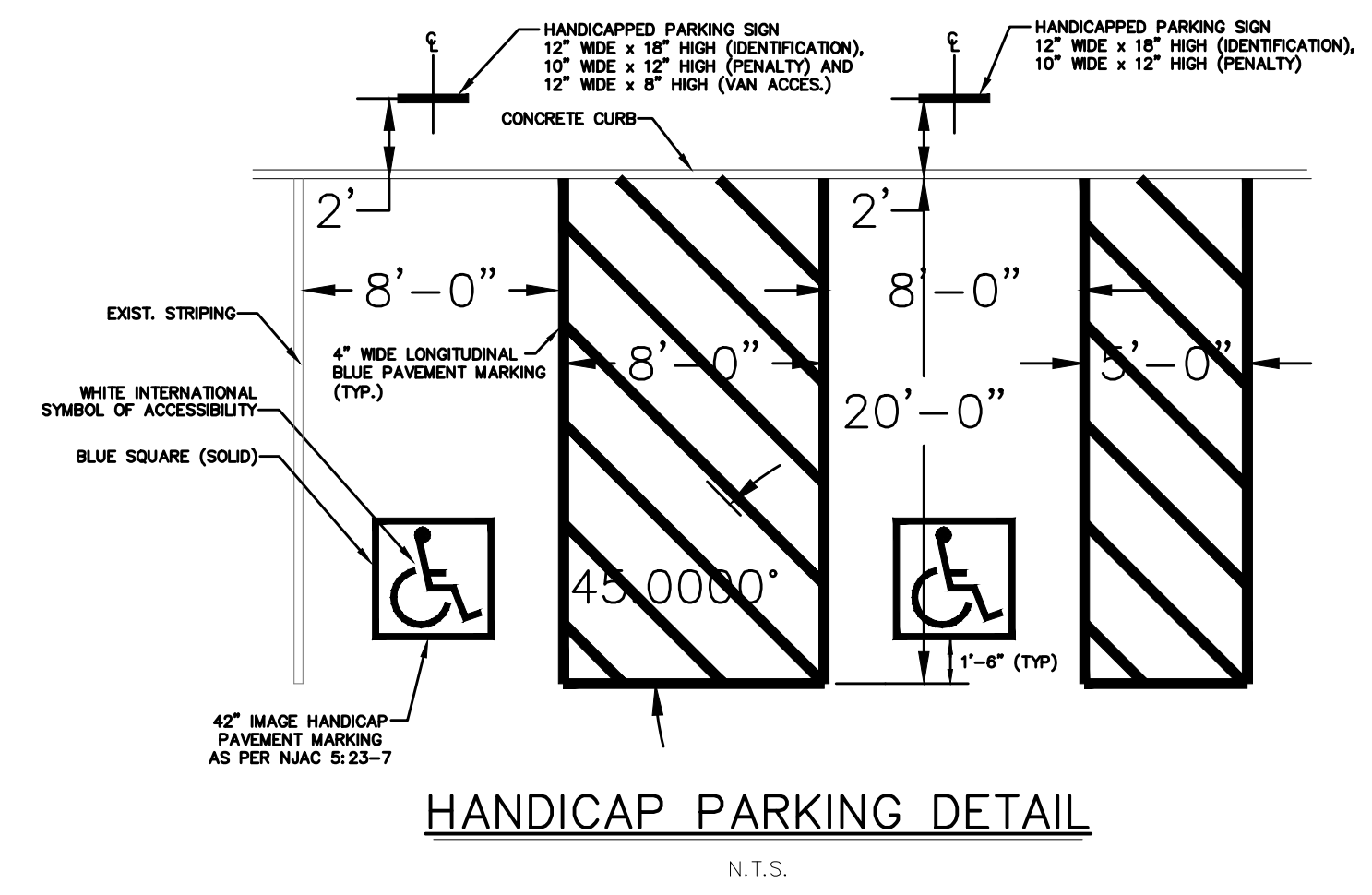
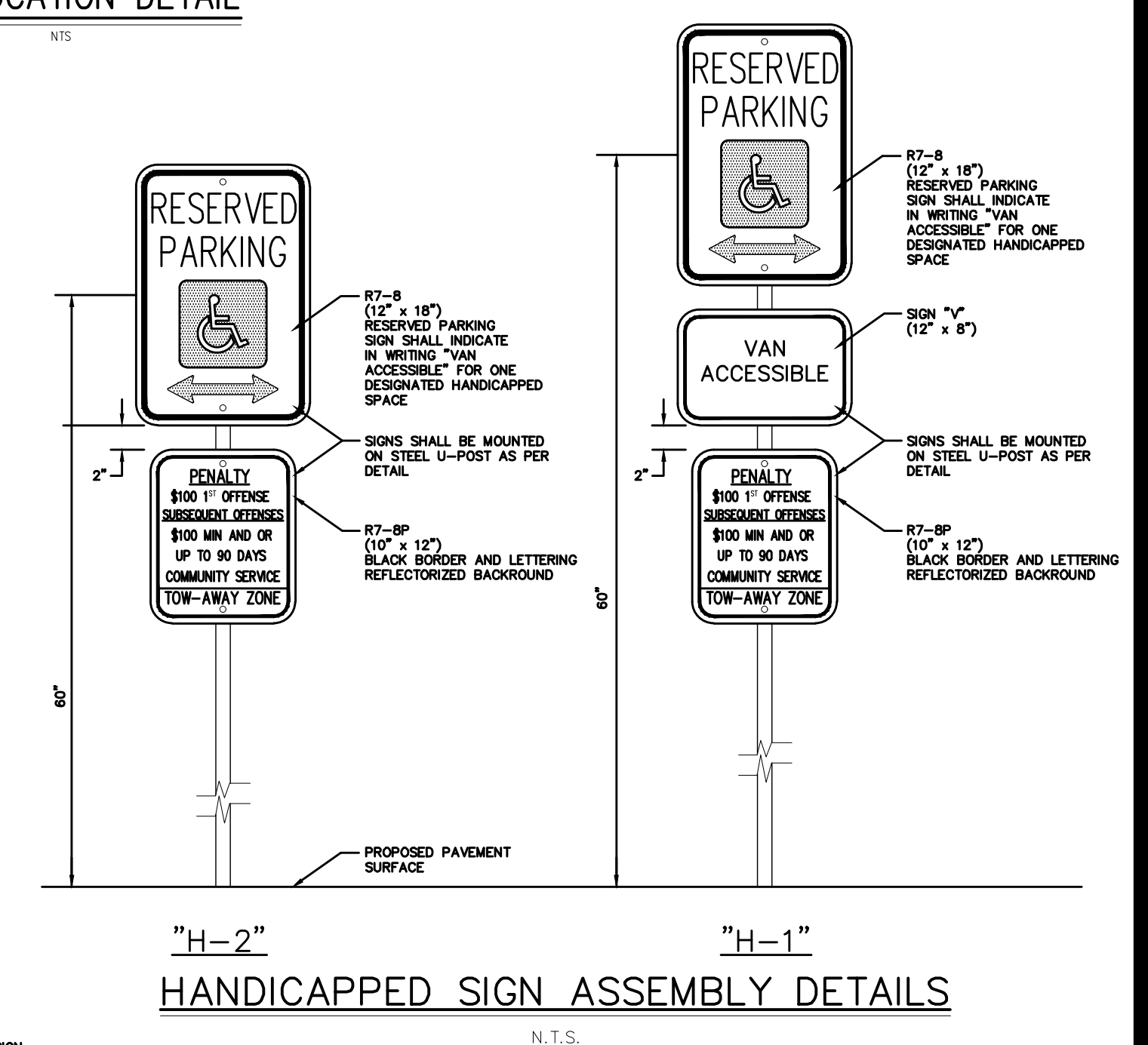
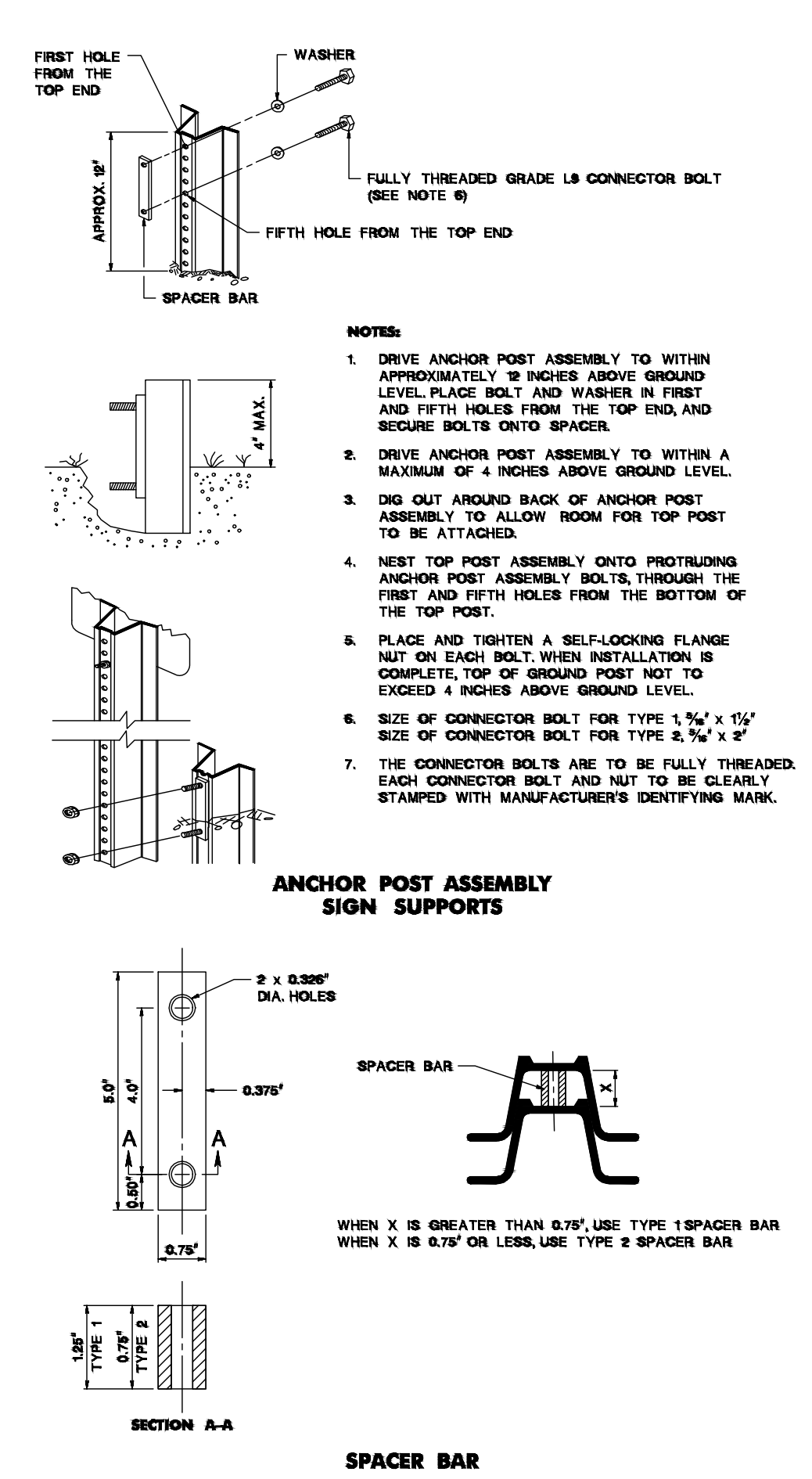
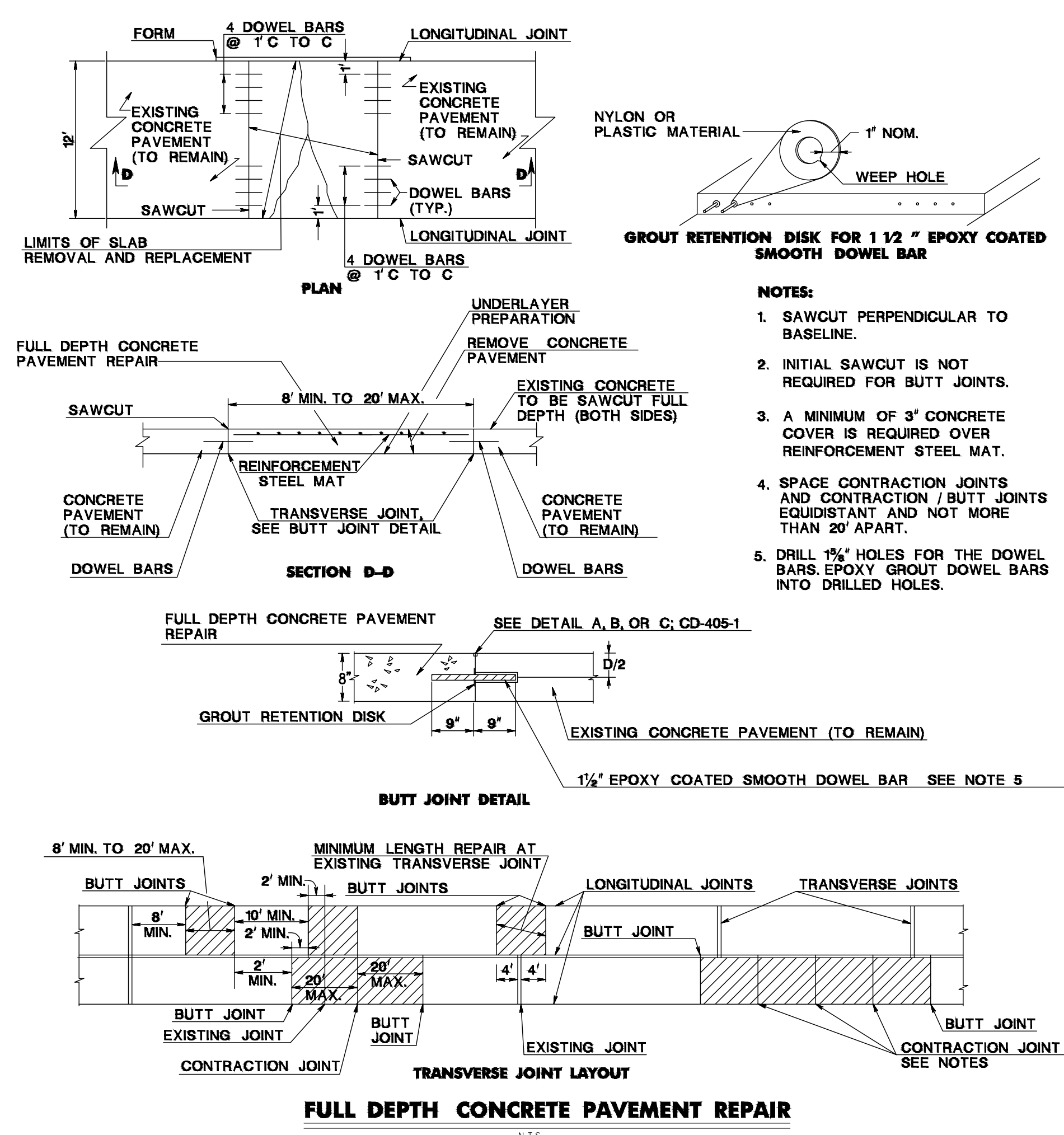
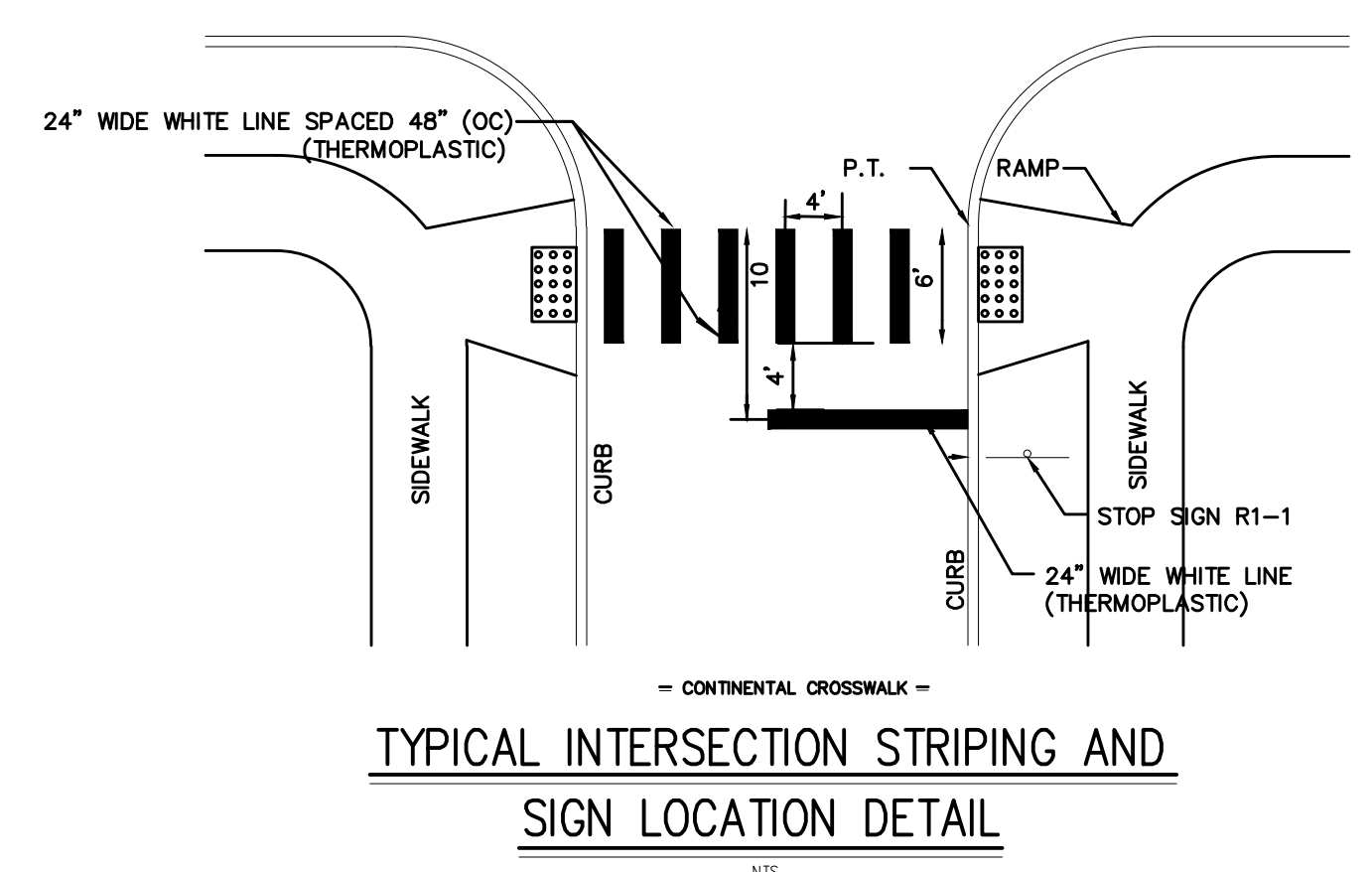
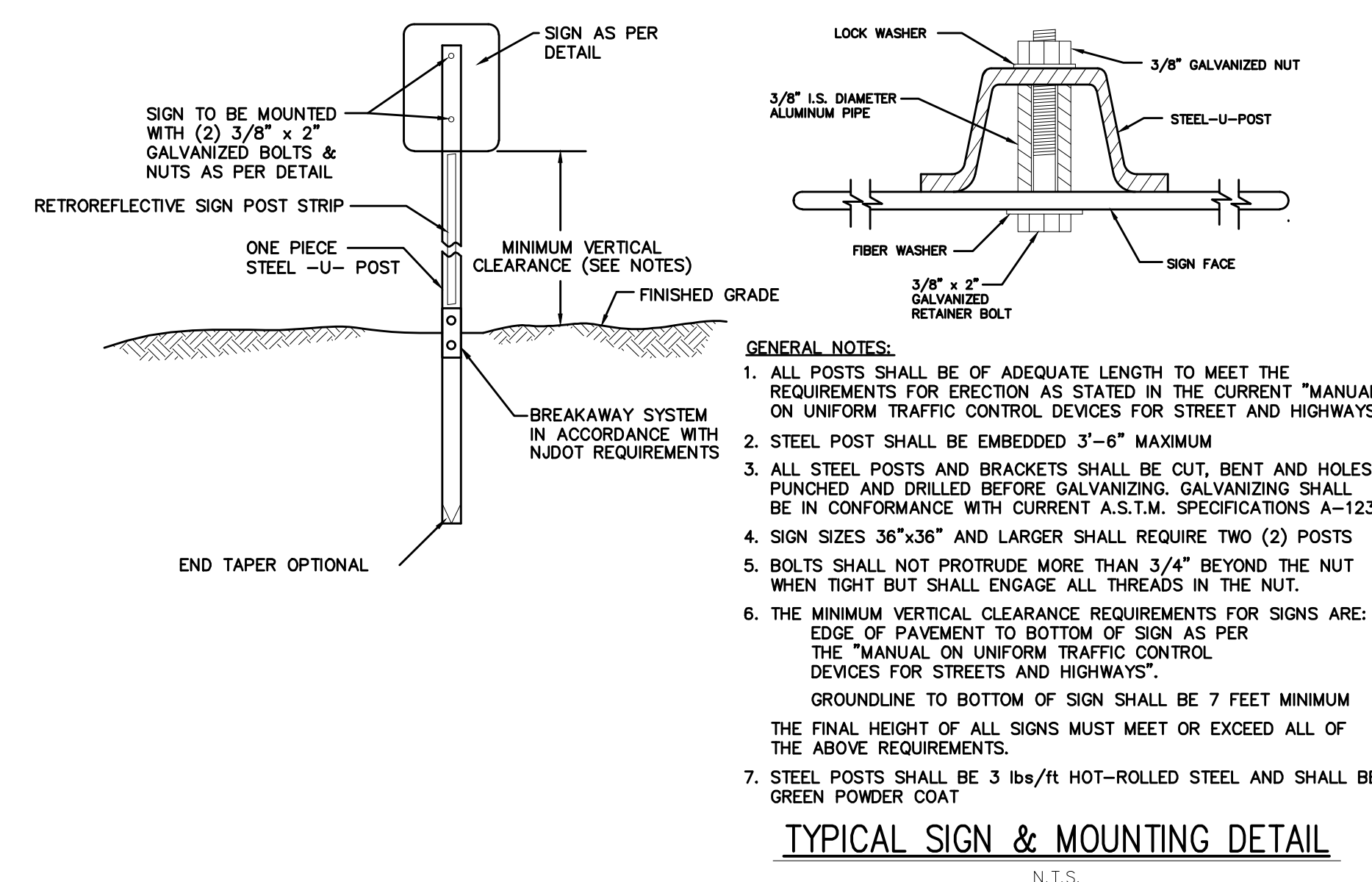
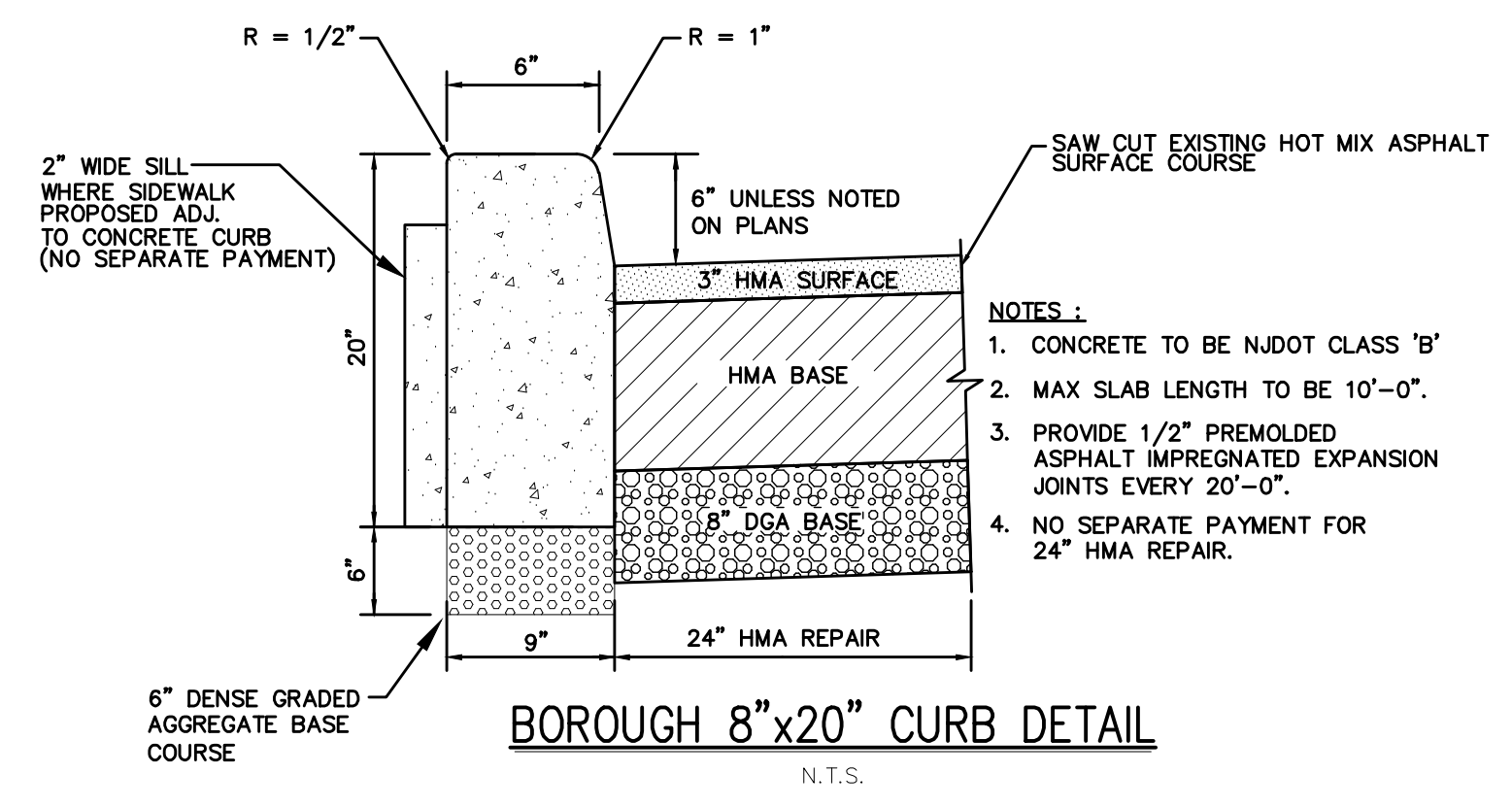
- 1,974 SY FULL DEPTH CONCRETE PAVEMENT REPAIR, CLASS B
- 4 UN RECONSTRUCT INLET, TYPE B, USING NEW CASTING
- 1 UN RECONSTRUCT INLET, TYPE E, USING NEW CASTING
- 474 SF TRAFFIC MARKINGS, THERMOPLASTIC
- 578 LF TRAFFIC MARKING LINES
- 416 LF VIDEO INSPECTION OF SEWER
- 416 LF CLEANING EXISTING PIPE



No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS PORT CARTERET DRIVE CONSTRUCTION PLAN STA 22+40 TO 26+65				
2841 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 — 1460 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1104				
JOHN H. ALLGAR P.E., P.P. (1989-2001) NJ P.E. LIC. NO. 28268	DAVID J. SAMUEL P.E., P.P. NJ P.E. LIC. NO. 28268	JOHN J. STEFANI P.E., L.S. & P.P. NJ P.E. LIC. NO. 28271		
JAY B. CORNELL P.E., P.P. NJ P.E. LIC. NO. 28268	MICHAEL J. MCCLELLAND P.E., P.P. NJ P.E. LIC. NO. 28468	GREGORY R. VALES P.E., P.P. NJ P.E. LIC. NO. 28488		
TREVOR J. TAYLOR, P.E., P.P. NEW JERSEY PROFESSIONAL ENGINEER		SCALE: AS SHOWN DESIGNED BY: MZ DATE: 10/10/2024		DRAWN BY: TC CHECKED BY: TT SHEET: 7 OF 18
				DRAWING NO.: CA623_CONSTRUCT SHEET NO.: 07-CONSTR FILE NO.: CA623.01

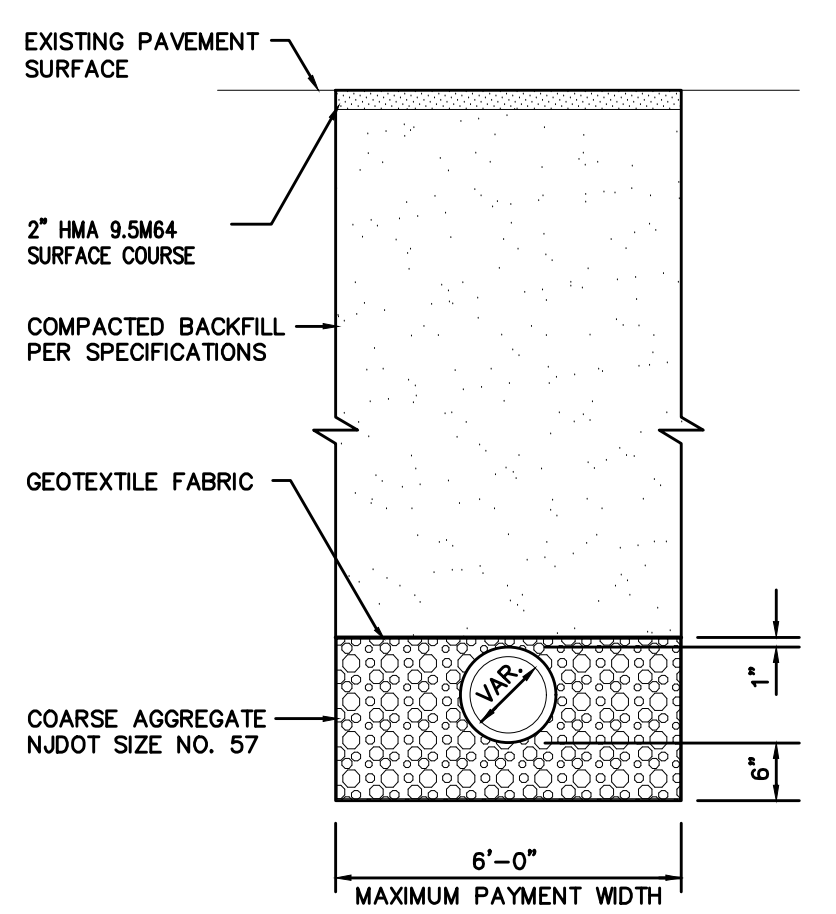


No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS PORT CARTERET DRIVE STRIPING AND SIGNING PLAN				
 OVE ASSOCIATES CONSULTING AND MUNICIPAL ENGINEERS <small>2841 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1104</small>				
JOHN H. ALLGAR P.E., P.P. <small>(1988-2001) NJ P.E. LIC. NO. 28828</small>	DAVID J. SAMUEL P.E., P.P. <small>NJ P.E. LIC. NO. 3488 NJ P.E. LIC. NO. 28271</small>	JOHN J. STEFANI P.E., L.S. & P.P. <small>NJ P.E. LIC. NO. 3488 NJ P.E. LIC. NO. 4261</small>		
JAY B. CORNELL P.E., P.P. <small>NJ P.E. LIC. NO. 28262 NJ P.E. LIC. NO. 28274</small>	MICHAEL J. MCCLELLAND P.E., P.P. <small>NJ P.E. LIC. NO. 28468 NJ P.E. LIC. NO. 2729</small>	GREGORY R. VALES P.E., P.P. <small>NJ P.E. LIC. NO. 24488 NJ P.E. LIC. NO. 4261</small>		
TREVOR J. TAYLOR, P.E., P.P. <small>NEW JERSEY PROFESSIONAL ENGINEER N.J. LIC. 44578</small>			SCALE 1"=80'	DRAWN BY TC
			CHECKED BY TT	DATE 10/10/2024
			SHEET 8 OF 18	FILE NO. CA623.01

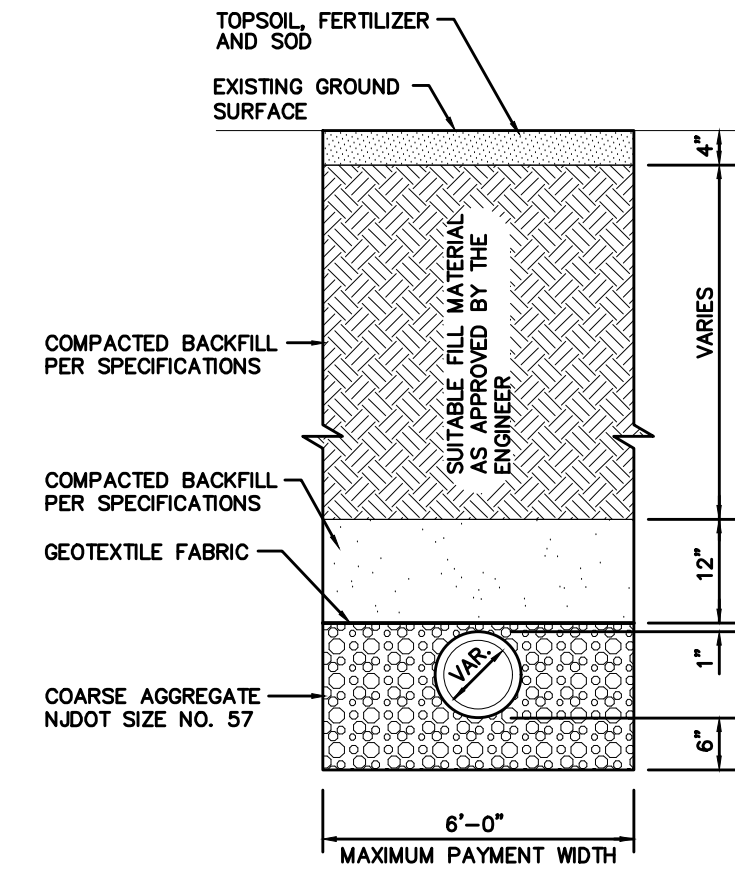


No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS				
CONSTRUCTION DETAILS (1 OF 2)				
 CONSULTING AND MUNICIPAL ENGINEERS				
<small>3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 — 460 ROUTE 9 SOUTH, KENNEL, NEW JERSEY 07731-1914</small>				
JOHN H. ALGAR, P.E., P.P. <small>NO. P.E. LIC. NO. 3289</small>	DAVID J. SAMUEL, P.E., P.P. <small>NO. P.E. LIC. NO. 3488</small>	JOHN J. STEFANI, P.E., L.S. & P.P. <small>NO. P.E. LIC. NO. 3257</small>		
JAY B. CORNELL, P.E., P.P. <small>NO. P.E. LIC. NO. 3262</small>	MICHAEL J. MCCLELAND, P.E., P.P. <small>NO. P.E. LIC. NO. 3268</small>	GREGORY R. VALES, P.E., P.P. <small>NO. P.E. LIC. NO. 3468</small>		
TREVOR J. TAYLOR, P.E., P.P. <small>NEW JERSEY PROFESSIONAL ENGINEER</small>			SCALE: AS SHOWN	DRAWN BY: TC
			DESIGNED BY: MZ	CHECKED BY: TT
			DATE: 10/10/2024	SHEET: 9 OF 18

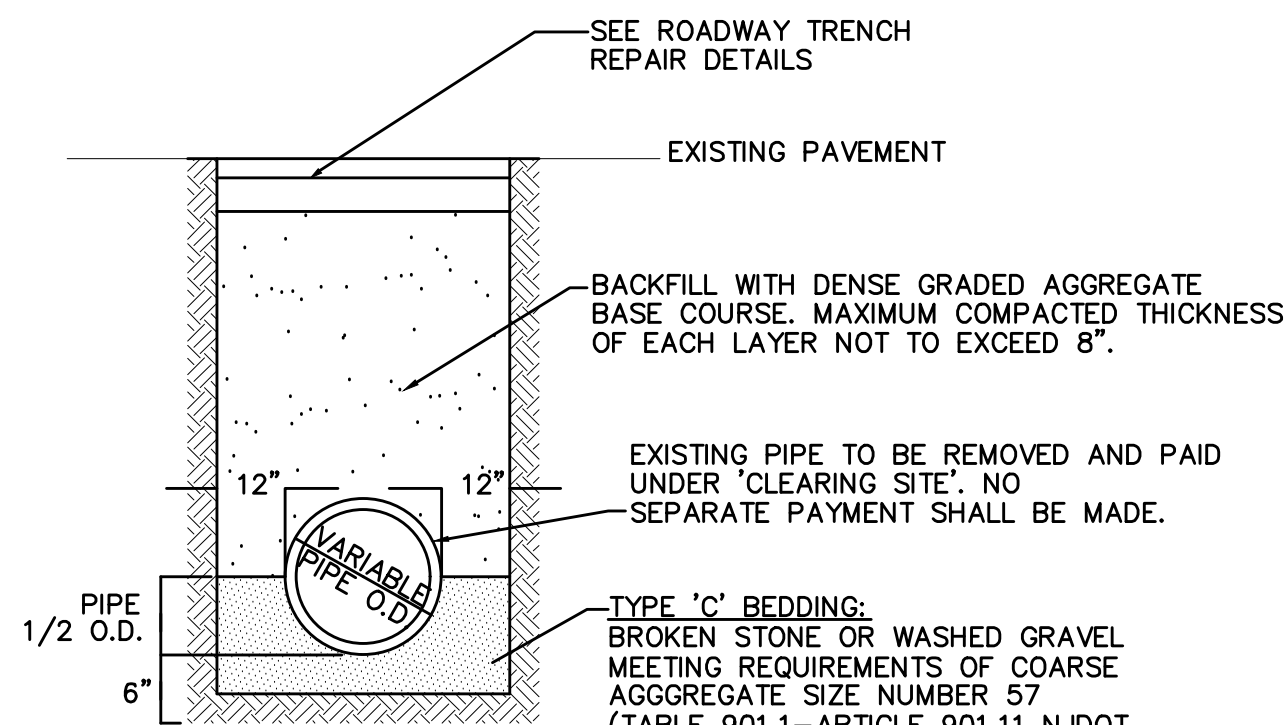
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 SHEET: **8-DET1**



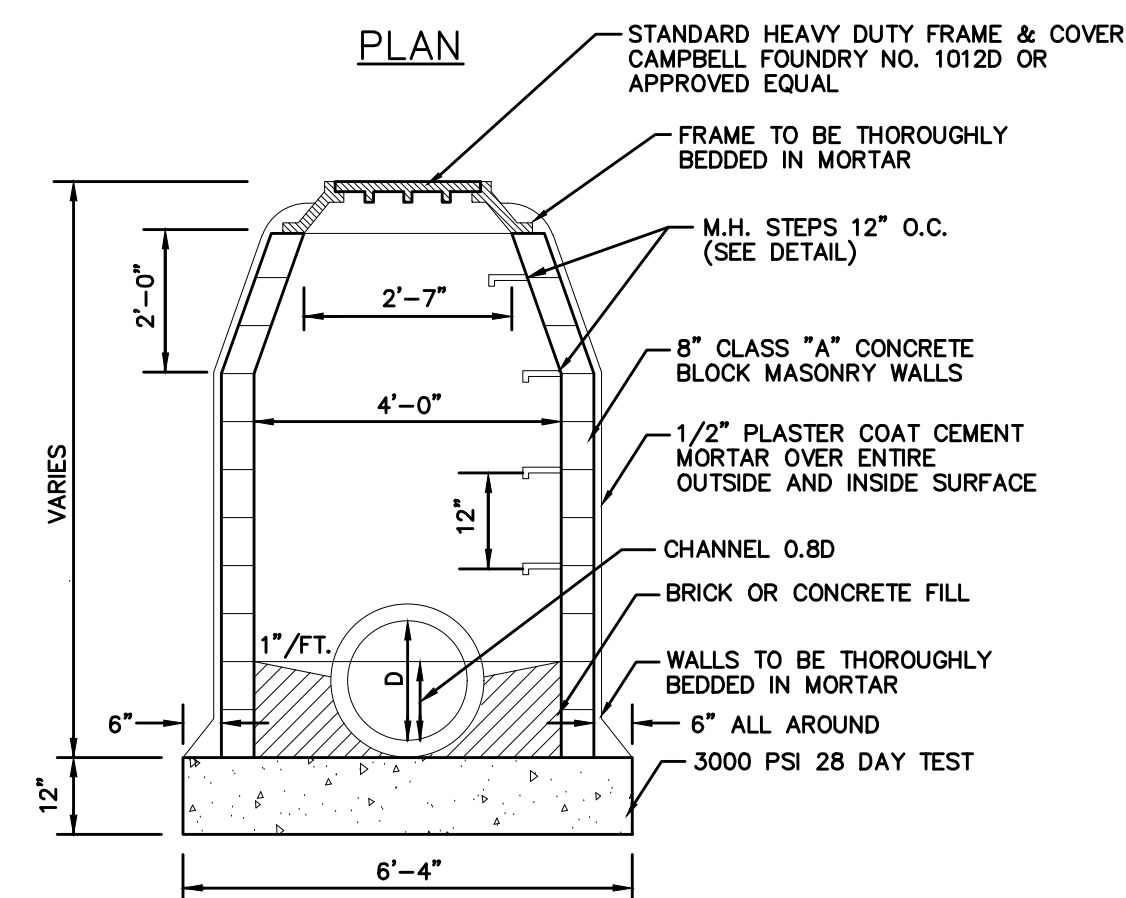
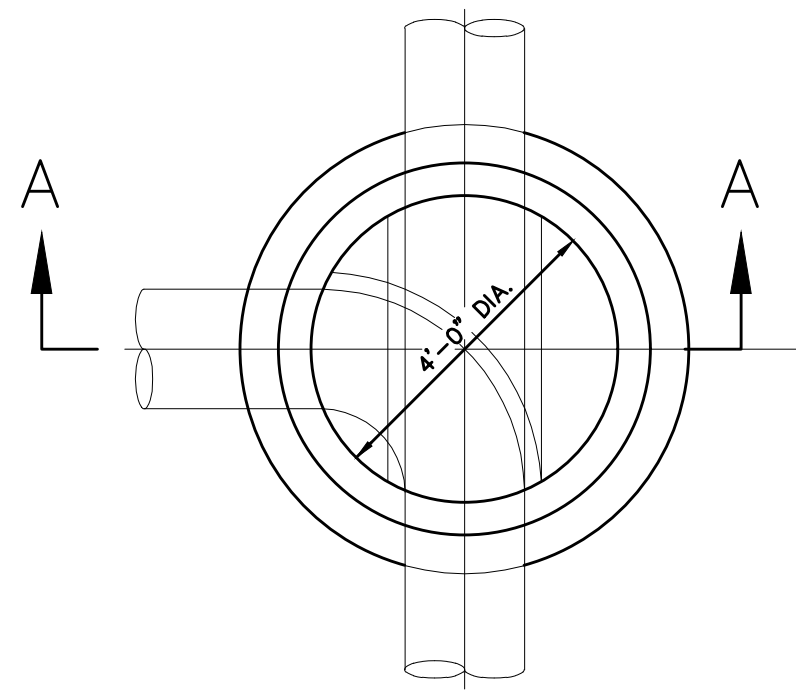
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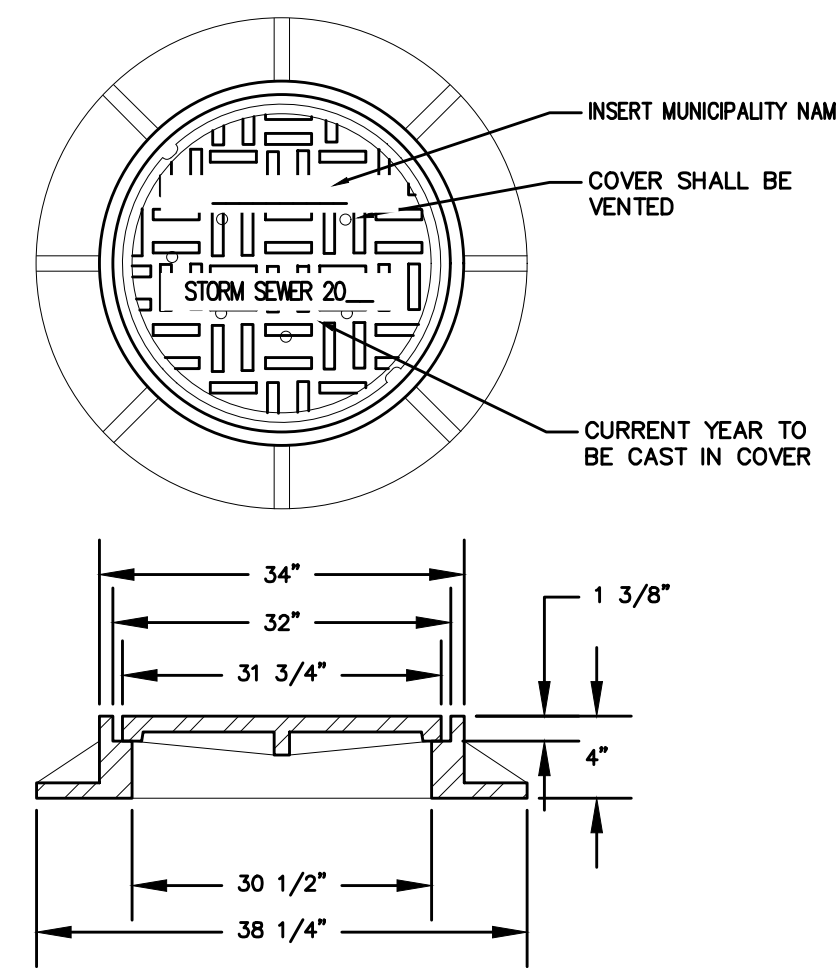
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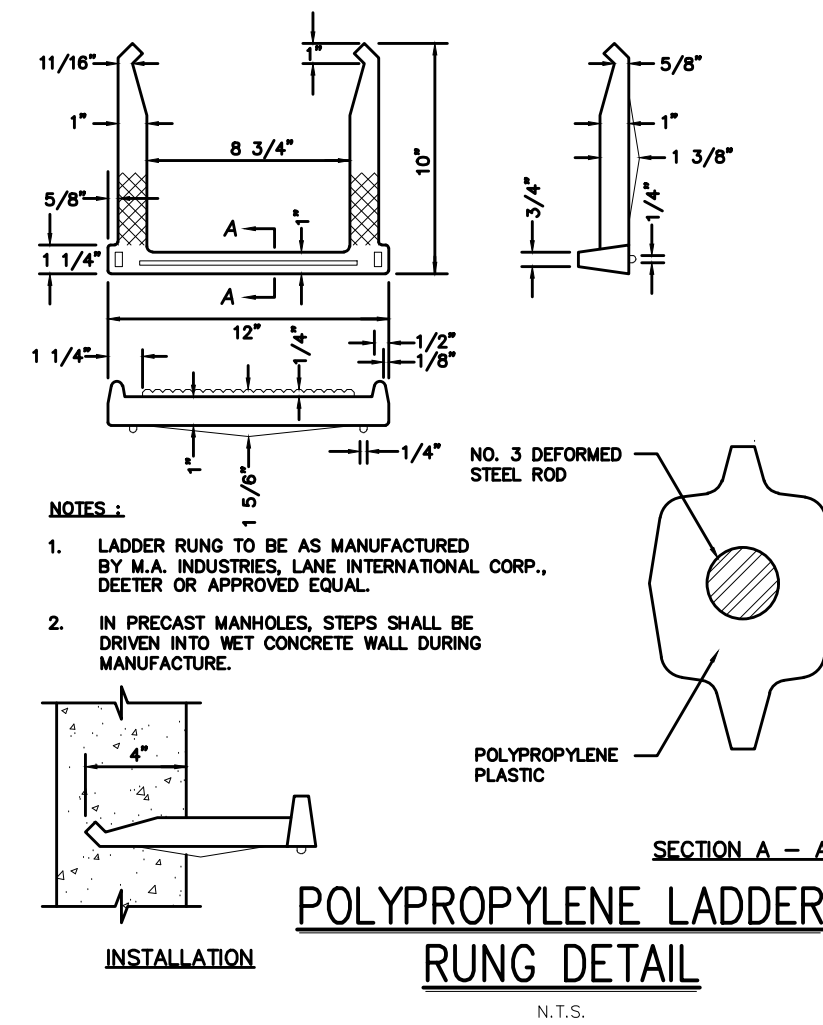
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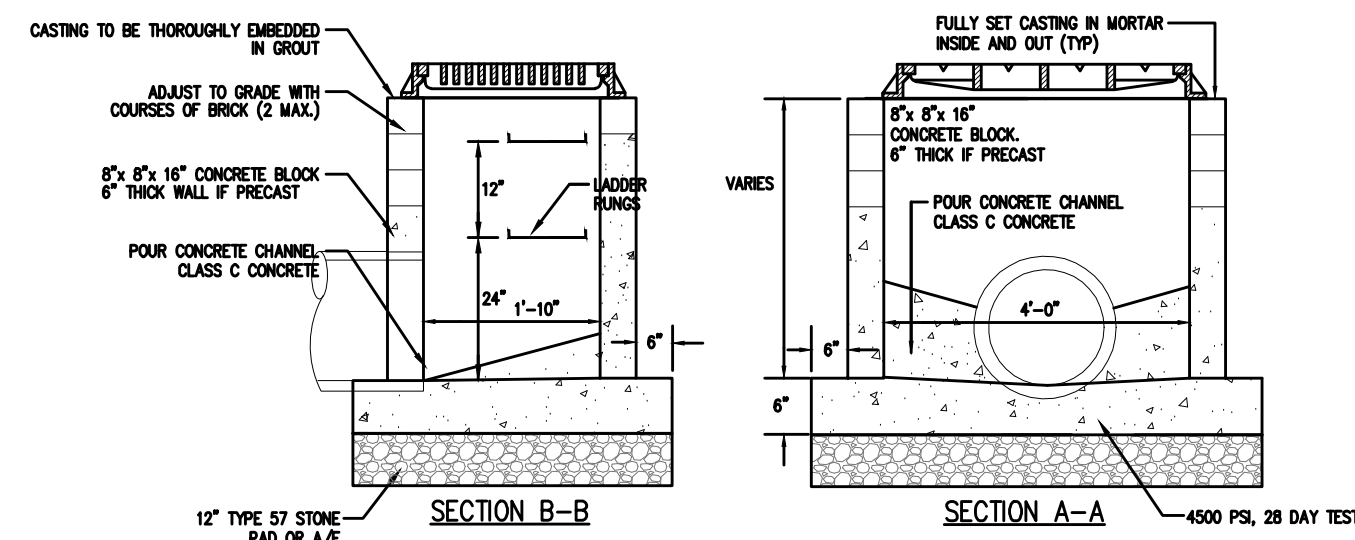
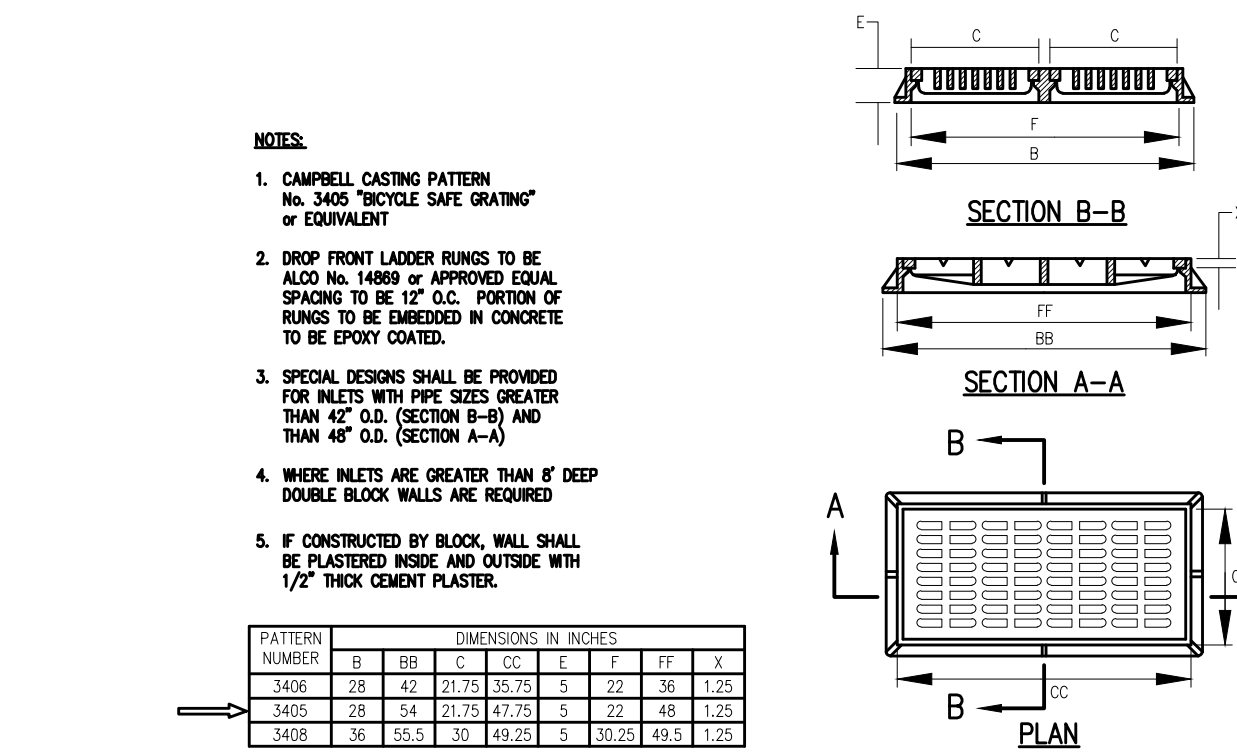
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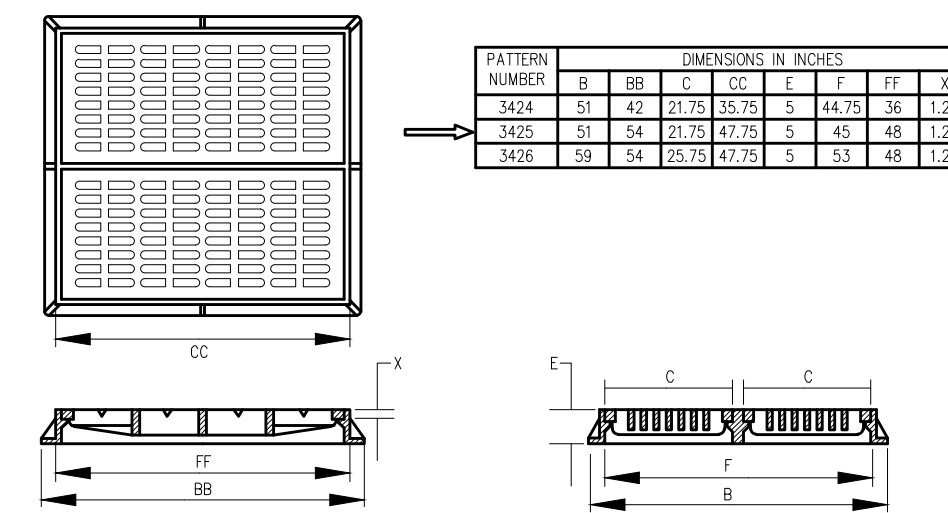
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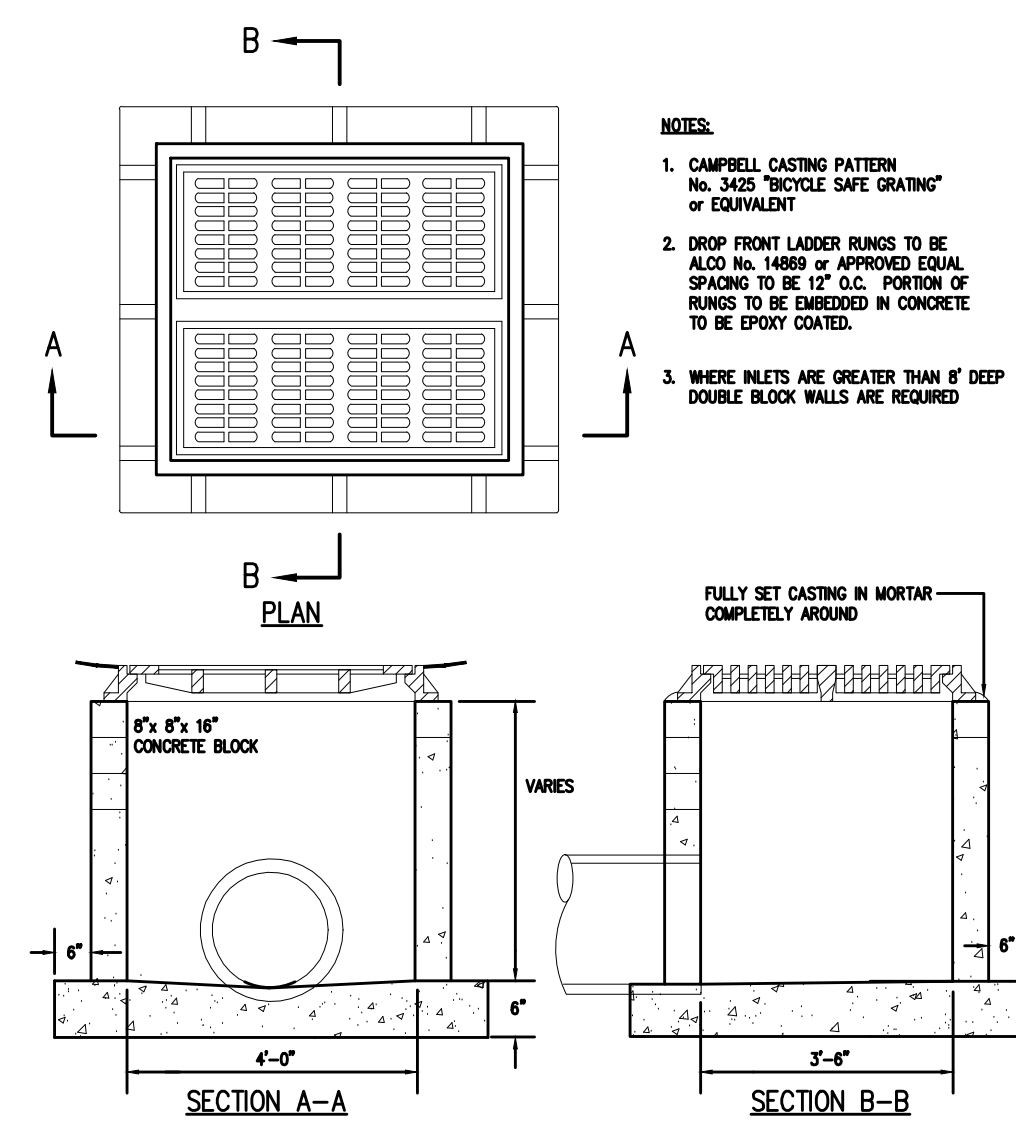
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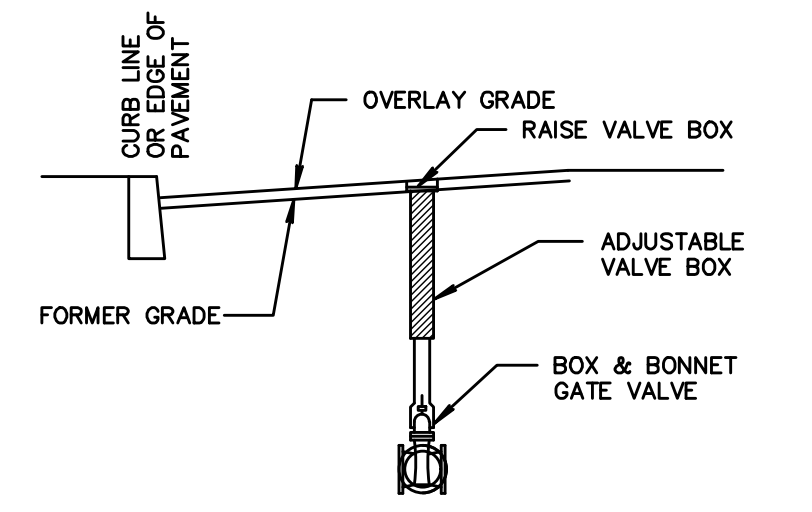
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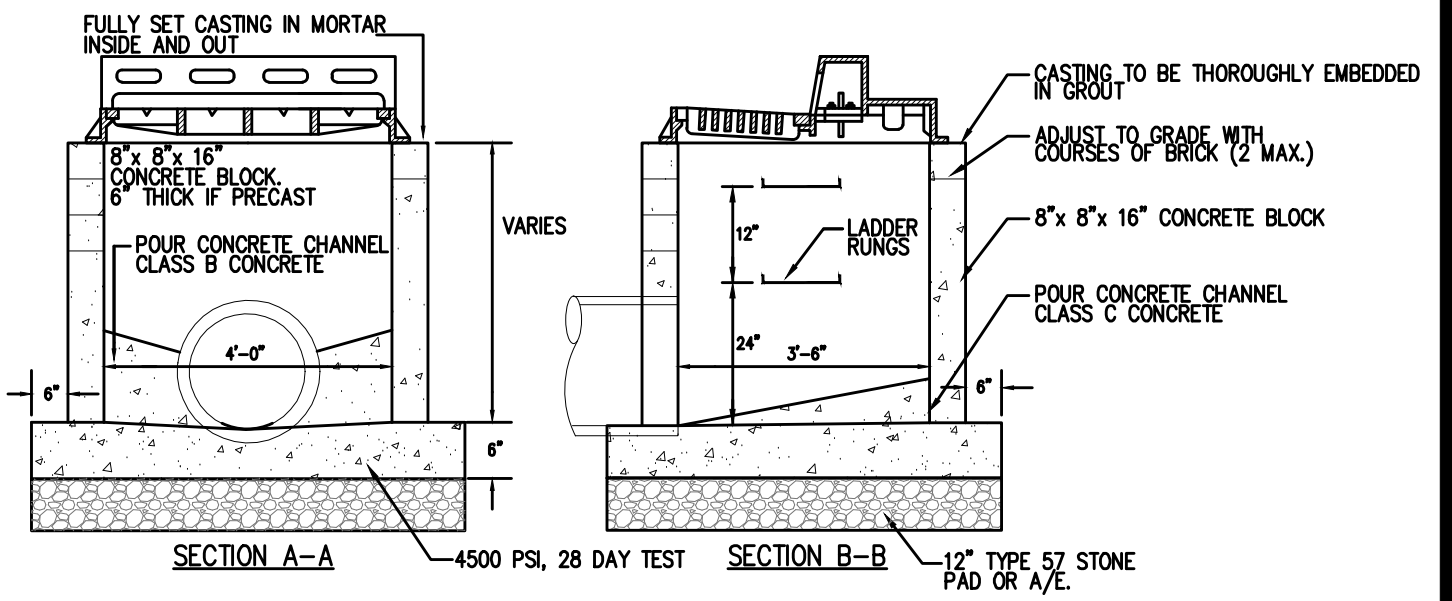
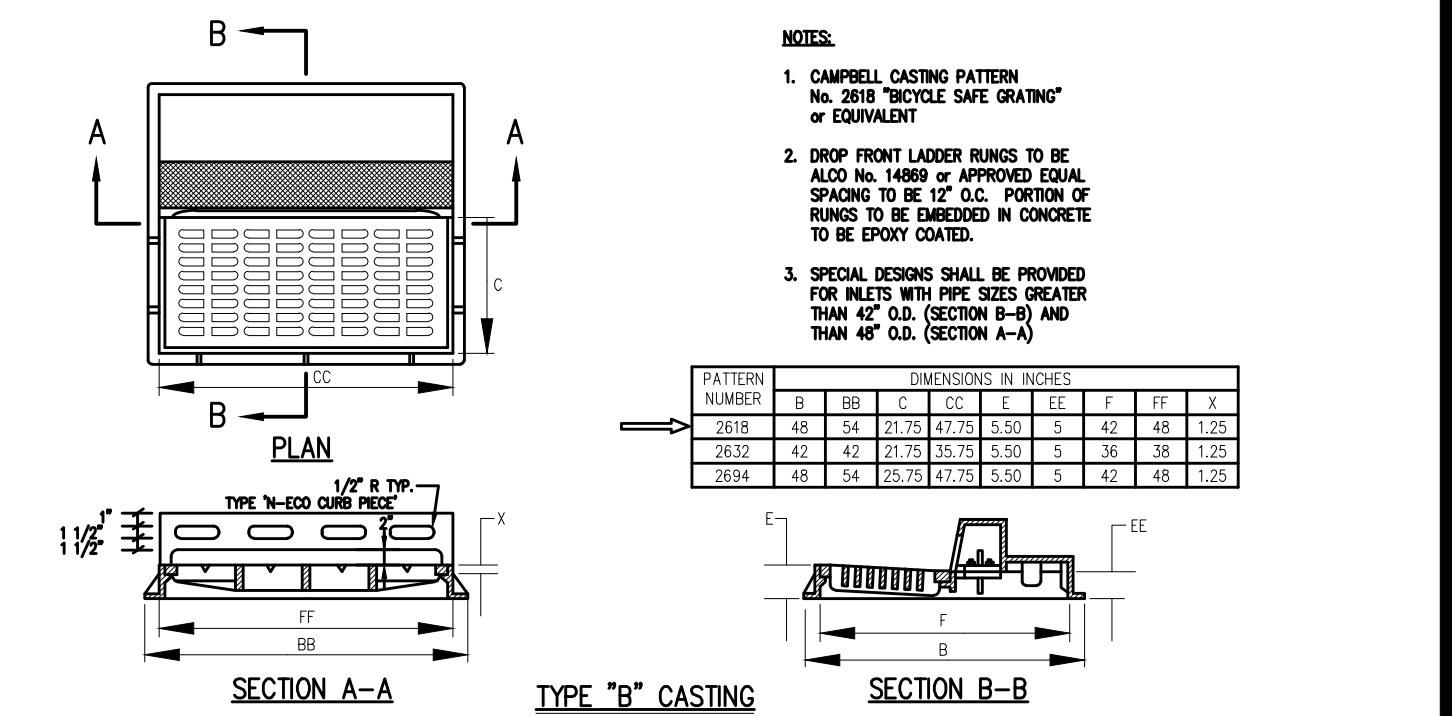
TYPE "E" CASTING
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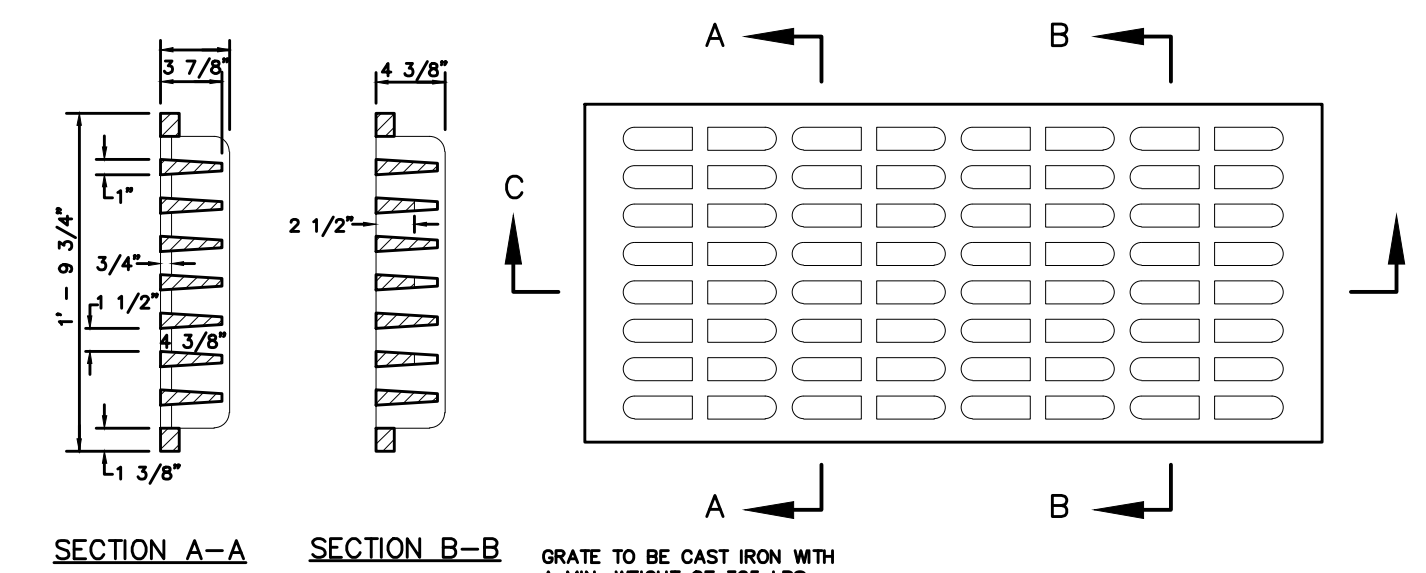
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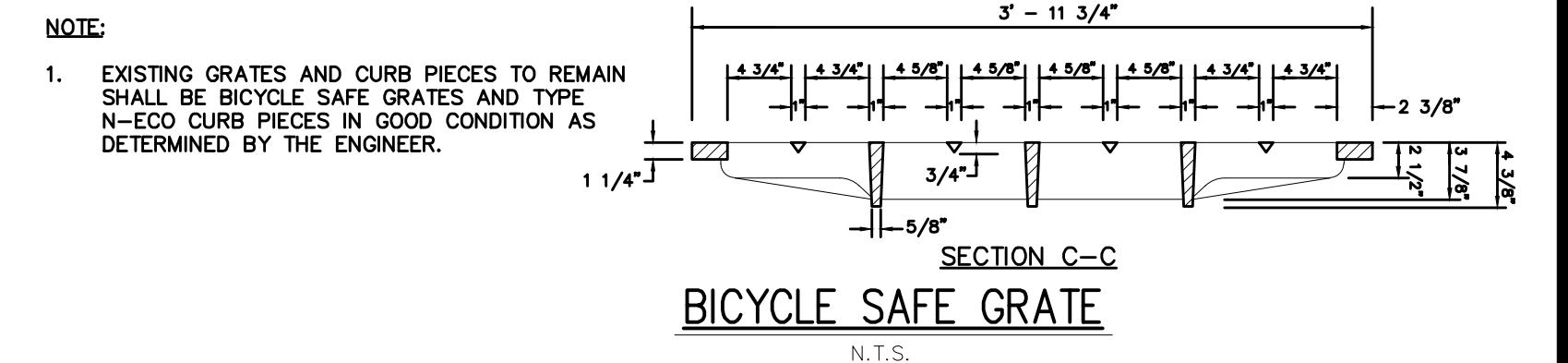
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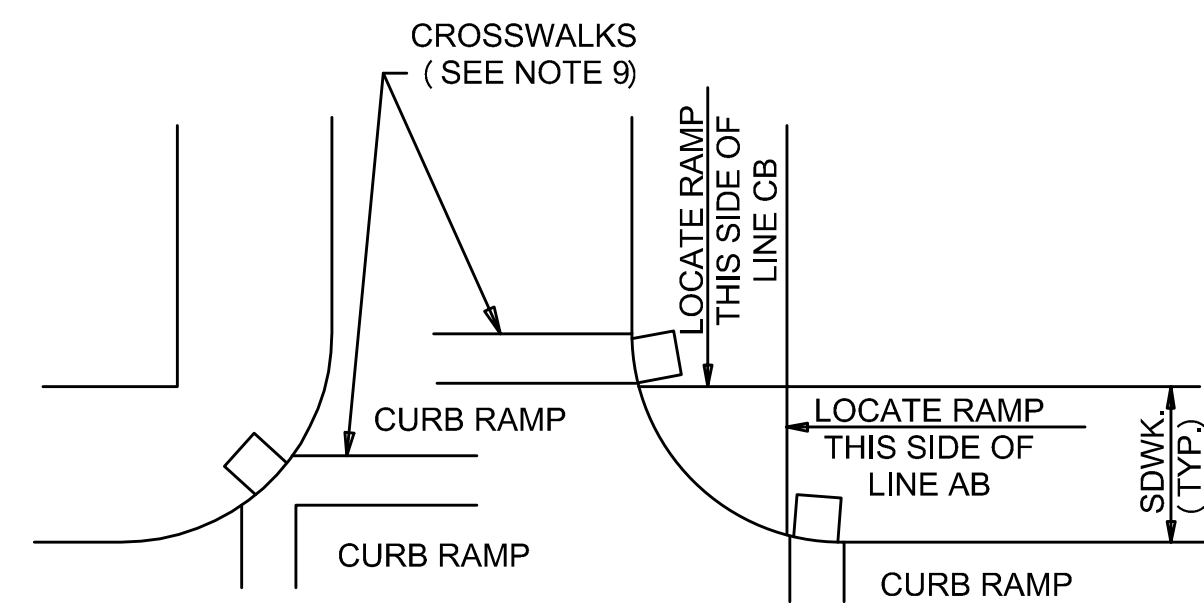
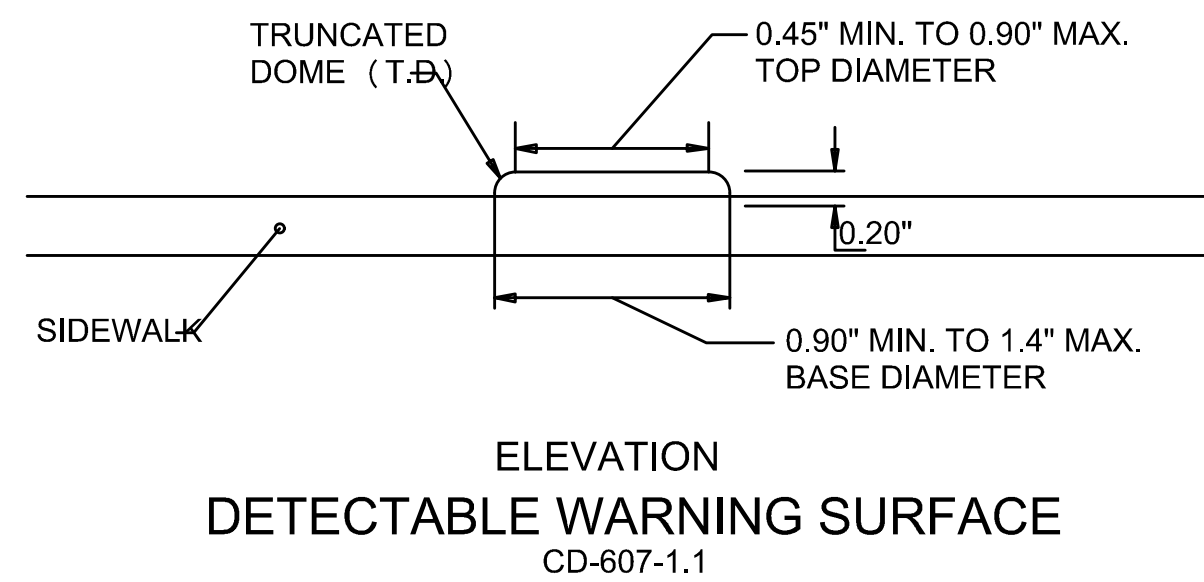
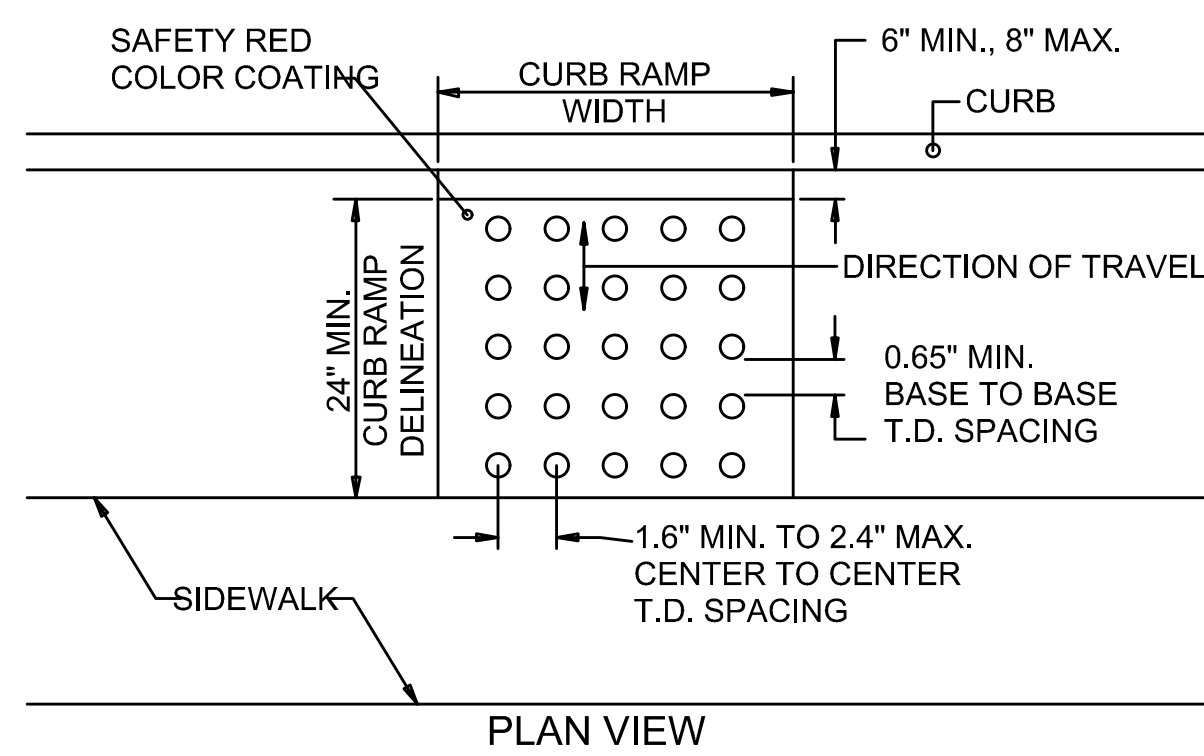
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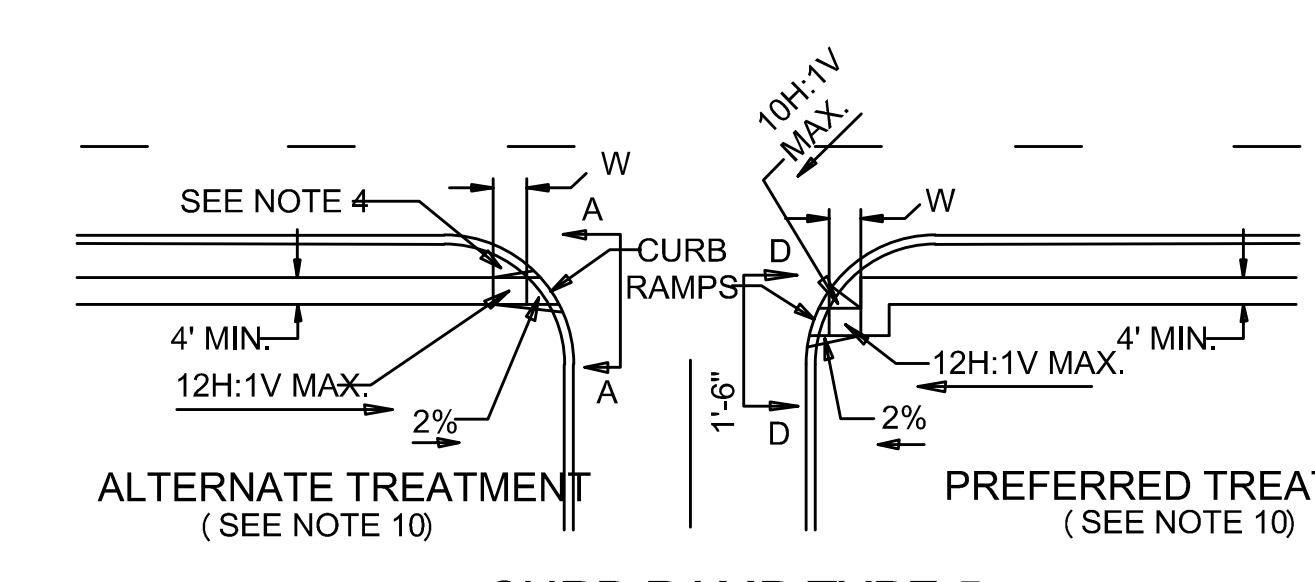
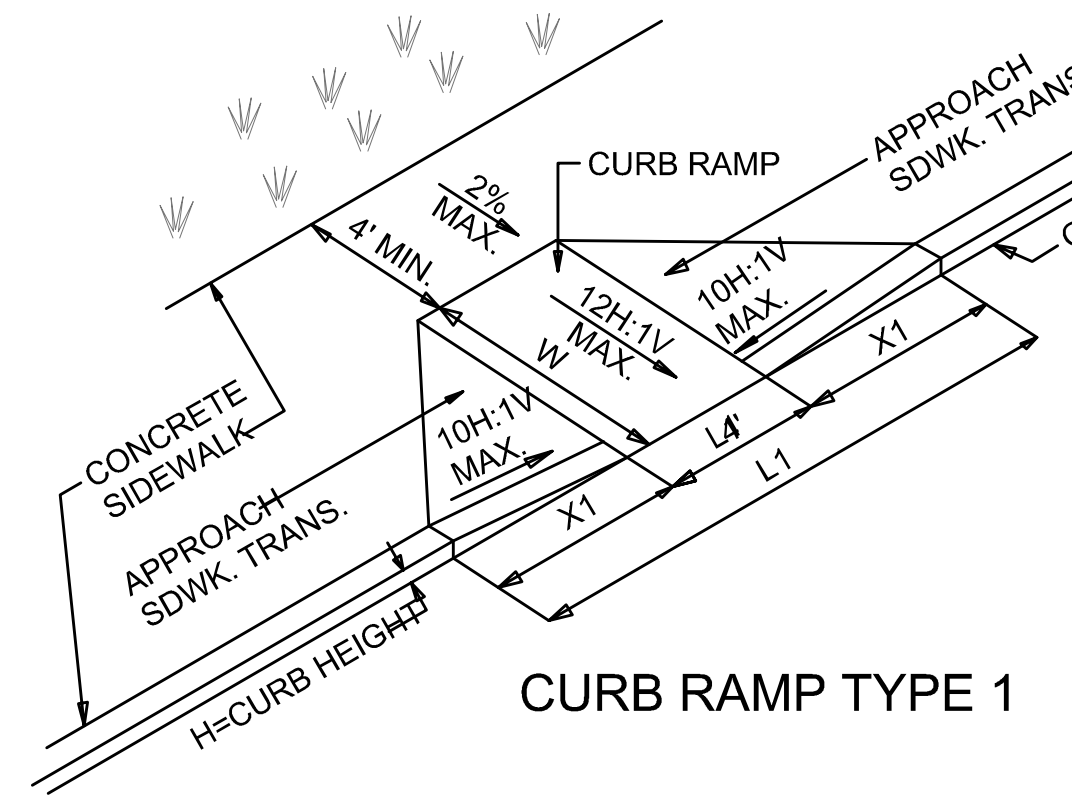
BICYCLE SAFE GRATE
N.T.S.



No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS CONSTRUCTION DETAILS (2 OF 2)				
 CONSULTING AND MUNICIPAL ENGINEERS <small>3141 BORDENTOWN AVENUE, PALM BEACH, NEW JERSEY 08859 - 1460 ROUTE 9 SOUTH, SCHWELB, NEW JERSEY 07731-1914</small>				
JOHN H. ALGAR, P.E., P.P.	DAVID J. SAMUEL, P.E., P.P.	JOHN J. STEFANI, P.E., L.S. & P.P.		
JAY B. CORNELL, P.E., P.P.	MICHAEL J. McCLELLAND, P.E., P.P.	GREGORY R. VALES, P.E., P.P.		
TREVOR J. TAYLOR, P.E., P.P. <small>NEW JERSEY PROFESSIONAL ENGINEER</small>			<small>SCALE</small> AS SHOWN	<small>DESIGNED BY</small> MZ
<small>DATE</small> 10/10/2024			<small>CHECKED BY</small> TT	<small>DRAWN BY</small> TC
<small>N.J. LIC. 44578</small>			<small>SHEET</small> 10 OF 18	<small>DATE</small> 10/10/2024



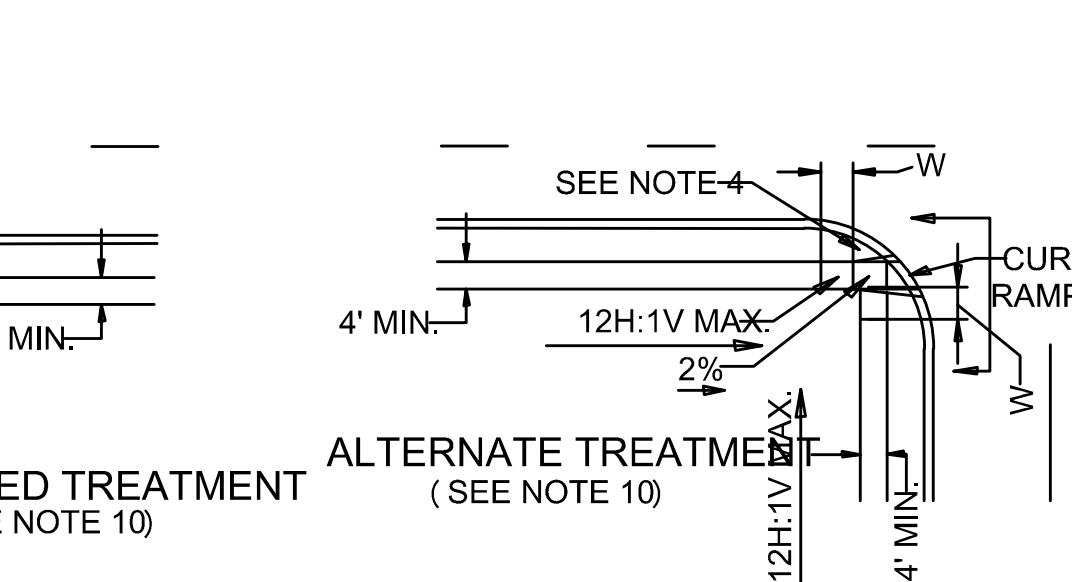
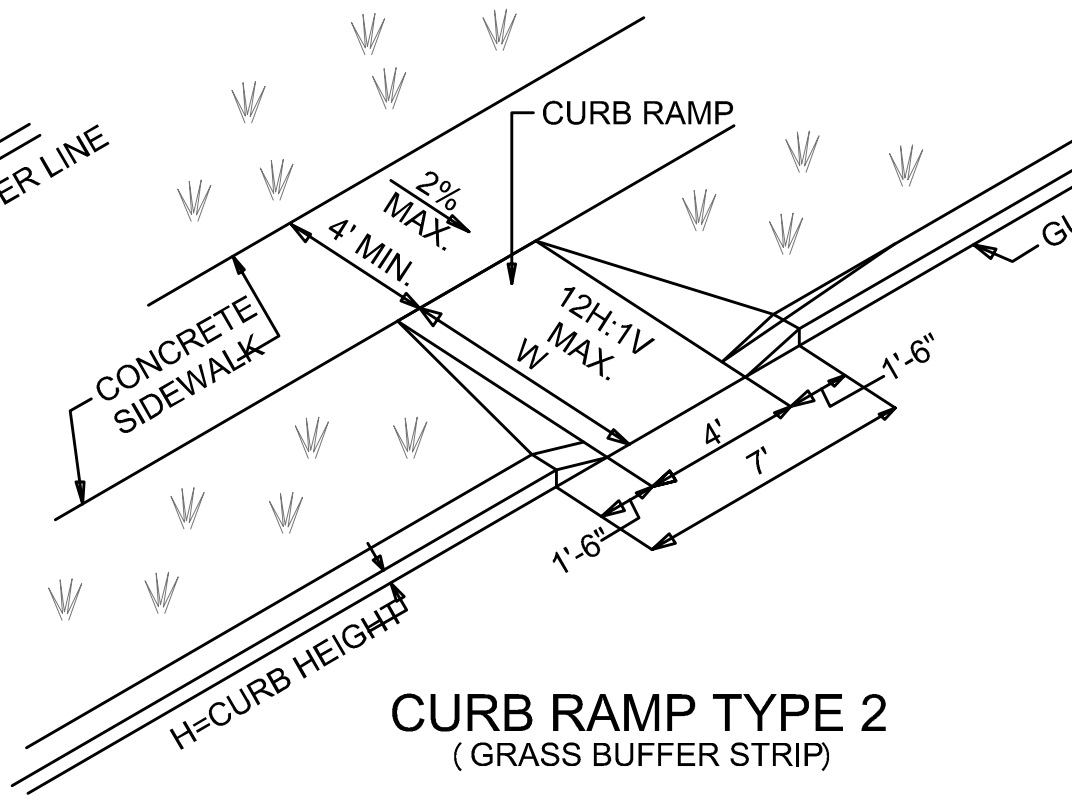
ALTERNATE TREATMENT (SEE NOTE 10) PREFERRED TREATMENT (SEE NOTE 10)



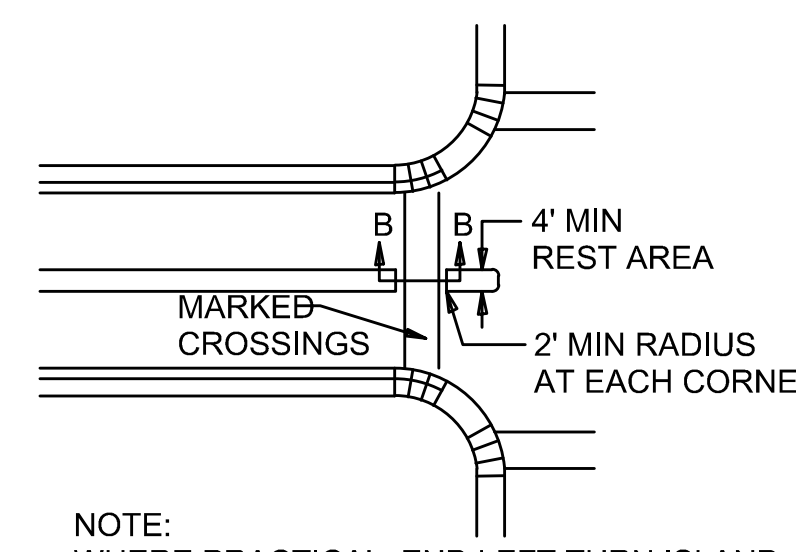
CURB RAMP TYPE 5 (CROSSING PARALLEL TO HIGHWAY ONLY)

H INCHES	X1 FEET	L1 FEET	W FEET
3	2.5	9.0	3
4	3.3	10.6	4
5	4.2	12.4	5
6	5.0	14.0	6
7	5.8	15.6	7
8	6.7	17.4	8
9	7.5	19.0	9

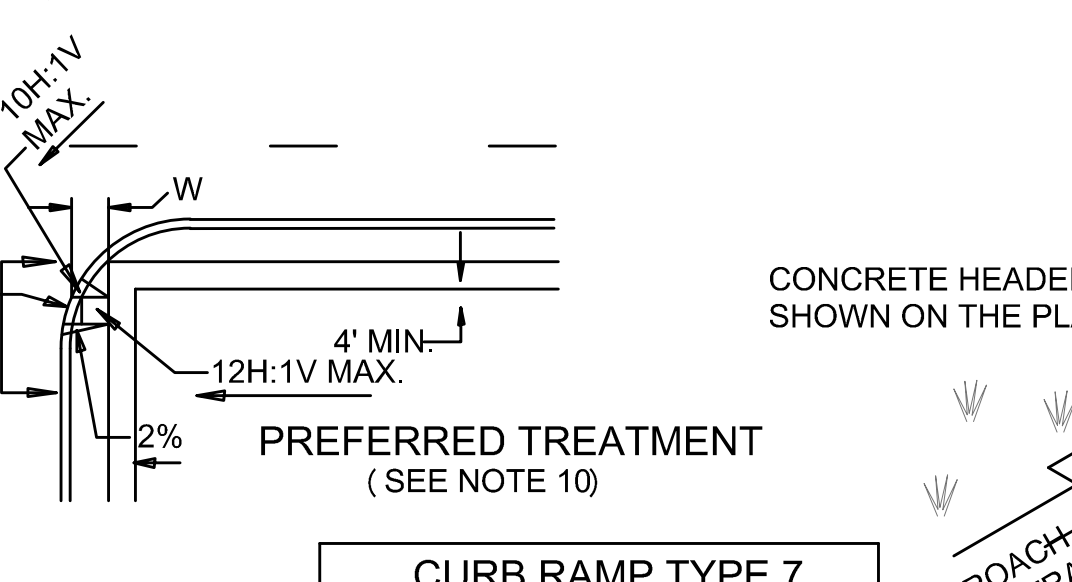
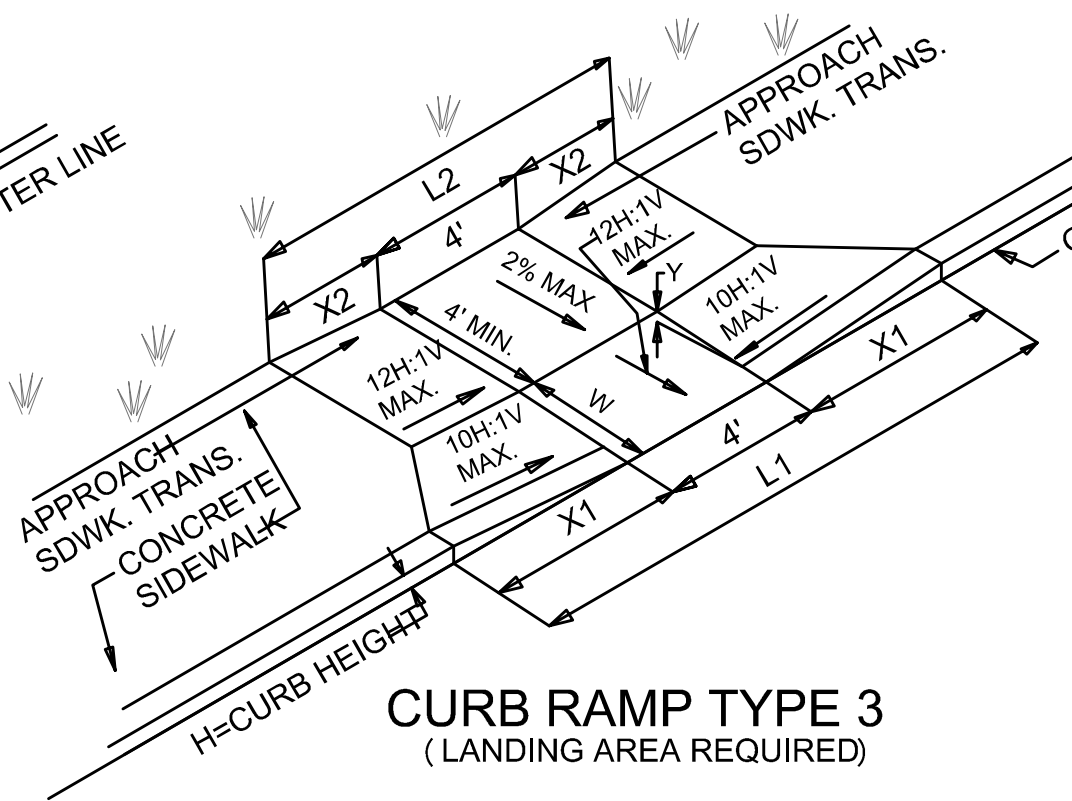
H INCHES	W FEET
3	3
4	4
5	5
6	6
7	7
8	8
9	9



CURB RAMP TYPE 6 (CROSSING PARALLEL TO HIGHWAY ONLY)

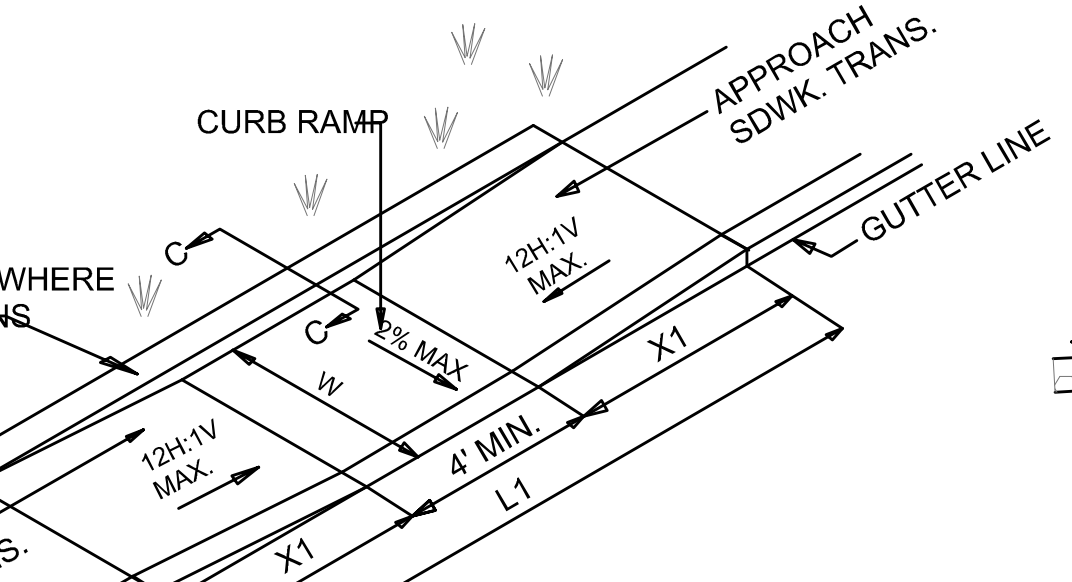
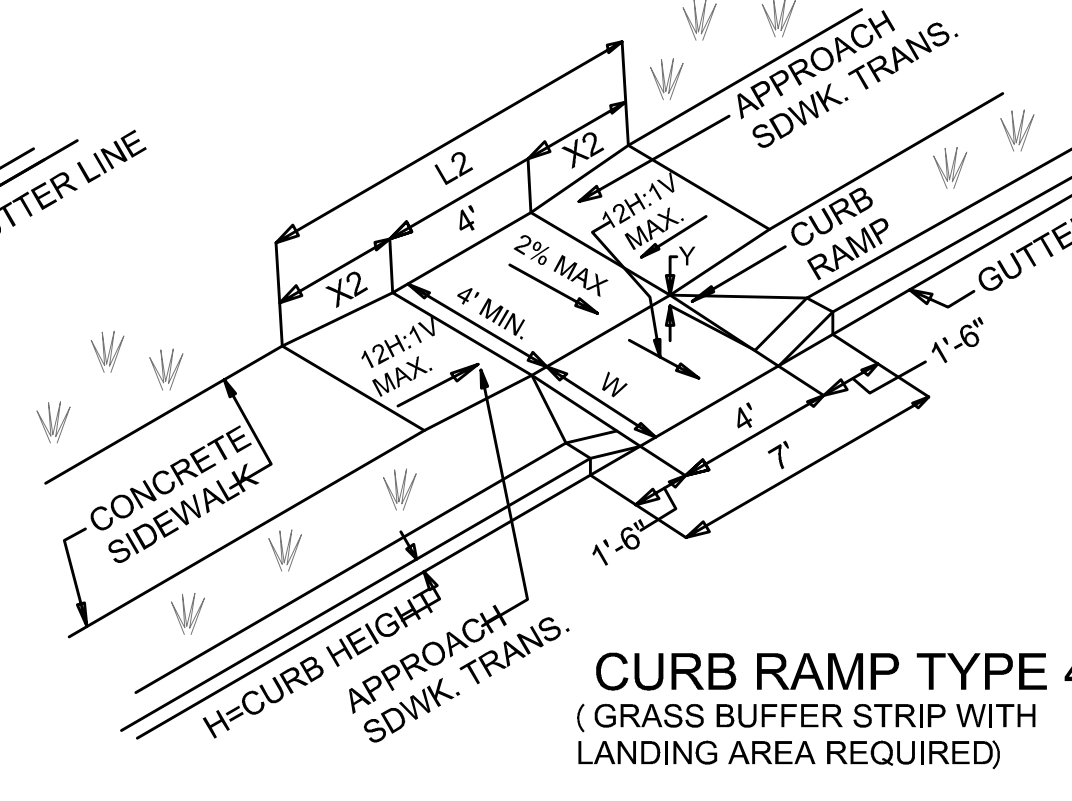


ISLAND WALKWAY OPENING AT INTERSECTIONS

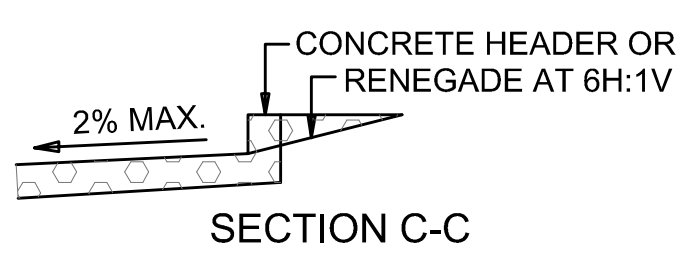


CURB RAMP TYPE 7 (SEE NOTE 7)

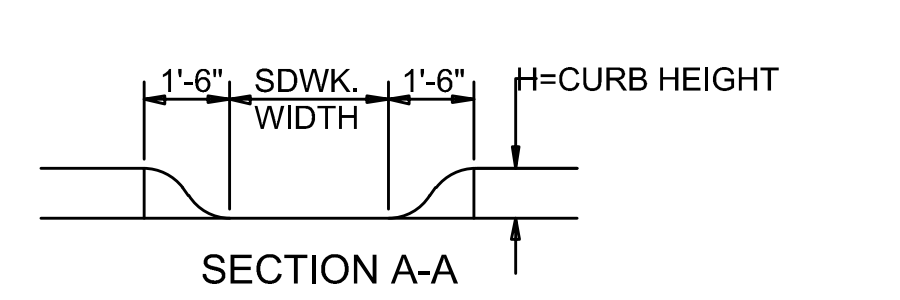
W FEET	H INCHES	X1 FEET	L1 FEET
4 MIN.	3	3	11
6 MAX.	4	4	13
	5	5	15
	6	6	17
	7	7	19
	8	8	21
	9	9	23



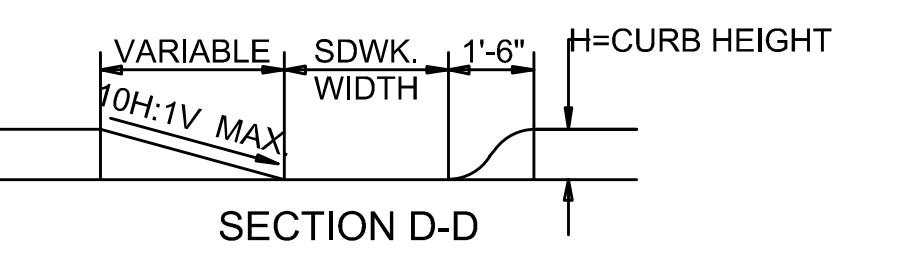
CURB RAMP TYPE 7 (SEE NOTE 7)



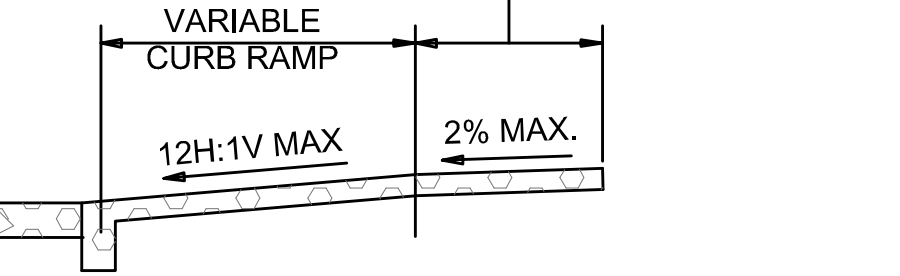
SECTION C-C



SECTION A-A



SECTION D-D



SECTION THROUGH CURB RAMPS 1 THRU 6

H INCHES	H INCHES	X1 FEET	L1 FEET	Y INCHES	X2 FEET	L2 FEET
2.5	3	2.5	9	2.5	0.5	5
	4	3.3	10.6	2.5	1.5	7
	5	4.2	12.4	2.5	2.5	9
	6	5.0	14.0	2.5	3.5	11
	7	5.8	15.6	2.5	4.5	13
	8	6.7	17.4	2.5	5.5	15
	9	7.5	19.0	2.5	6.5	17
3.0	3	*	*	*	*	*
	4	3.3	10.6	3.0	1	6
	5	4.2	12.4	3.0	2	8
	6	5.0	14.0	3.0	3	10
	7	5.8	15.6	3.0	4	12
	8	6.7	17.4	3.0	5	14
	9	7.5	19.0	3.0	6	16
3.5	3	*	*	*	*	*
	4	3.3	10.6	3.5	0.5	5
	5	4.2	12.4	3.5	1.5	7
	6	5.0	14.0	3.5	2.5	9
	7	5.8	15.6	3.5	3.5	11
	8	6.7	17.4	3.5	4.5	13
	9	7.5	19.0	3.5	5.5	15
4.0	3	*	*	*	*	*
	4	*	*	*	*	*
	5	4.2	12.4	4.0	1	6
	6	5.0	14.0	4.0	2	8
	7	5.8	15.6	4.0	3	10
	8	6.7	17.4	4.0	4	12
	9	7.5	19.0	4.0	5	14

W FEET	H INCHES	Y INCHES	X2 FEET	L2 FEET
2.5	3	2.5	0.5	3
	4	2.5	1.5	7
	5	2.5	2.5	9
	6	2.5	3.5	11
	7	2.5	4.5	13
	8	2.5	5.5	15
	9	2.5	6.5	17
3.0	3	**	**	**
	4	3.0	1	6
	5	3.0	2	8
	6	3.0	3	10
	7	3.0	4	12
	8	3.0	5	14
	9	3.0	6	16
3.5	3	**	**	**
	4	3.5	0.5	5
	5	3.5	1.5	7
	6	3.5	2.5	9
	7	3.5	3.5	11
	8	3.5	4.5	13
	9	3.5	5.5	15
4.0	3	**	**	**
	4	**	**	**
	5	4.0	1	6
	6	4.0	2	8
	7	4.0	3	10
	8	4.0	4	12
	9	4.0	5	14

* TYPE 3 RAMP IS NOT APPLICABLE, USE TYPE 1 ** TYPE 4 RAMP IS NOT APPLICABLE, USE TYPE 2

- LANDING AREA, APPROACH SIDEWALK TRANSITIONS, AND CURB RAMP SHALL BE KEPT CLEAR OF OBSTRUCTIONS.
- DIMENSIONS SHOWN IN TABLES ARE FOR RELATIVELY FLAT SIDEWALK AREAS. CARE SHOULD BE TAKEN WHEN DETERMINING CURB RAMP SIZE BASED ON CURB HEIGHT (H) WHERE ELEVATION OF CURB AND SIDEWALK VARY DRASTICALLY IN AREA OF PROPOSED CURB RAMP.
- CURB (DROPPED CURB) GUTTERLINE TO BE FLUSH WITH ROADWAY PAVEMENT A MINIMUM OF 4 FEET AT ALL CURB RAMPS.
- FOR CURB RAMP TYPES 5 AND 6, IF A GRASS BUFFER DOES NOT EXIST, SLOPE CURB TO EQUAL SLOPE OF ADJACENT CURB RAMP.
- SIDEWALK AND CURB RAMP WITHIN AREA ENCLOSED BY HEAVY LINES TO BE PAID FOR CONCRETE SIDEWALK OF THE APPROPRIATE ADJACENT THICKNESS.
- CURB AND HEADER WITHIN AREA ENCLOSED BY HEAVY LINES TO BE PAID FOR AS VERTICAL CURB OR SLOPING CURB OF THE APPROPRIATE ADJACENT SIZE AND KIND.
- WHERE THE DISTANCE FROM THE GUTTER LINE TO THE OUTSIDE EDGE OF THE SIDEWALK IS 6 FEET OR LESS, CURB RAMP TYPE 7 SHOULD BE USED, INSTEAD OF CURB RAMP TYPE 1 THROUGH 4.
- THE PUBLIC SIDEWALK CURB RAMP, DETECTABLE WARNING SURFACE (SHADED AREA) SHALL BE SAFETY RED COLOR ON CONCRETE OR 70% COLOR CONTRAST FOR OTHER SURFACE, SUCH AS BRICK.
- CROSSWALKS AND STOP LINES MAY BE MARKED OR UNMARKED, SEE PLANS.
- PREFERRED AND ALTERNATE TREATMENTS SHOULD NOT BE INTERMIXED WITHIN THE SAME INTERSECTION.
- DIMENSIONS SHOWN IN TABLES ARE FOR 3 INCH TO 9 INCH CURB HEIGHTS. WHERE THE CURB HEIGHTS ARE OTHER THAN WHAT IS PROVIDED IN THE TABLES, THE DIMENSIONS OF THE RAMPS WILL HAVE TO BE CALCULATED BASED ON CROSS SLOPES SHOWN.

No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS CONSTRUCTION DETAILS (3 OF 3)				
2841 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1104				
JOHN H. ALLGAR P.E., P.P.	DAVID J. SAMUEL P.E., P.P.	JOHN J. STEFANI P.E., L.S. & P.P.		
JAY B. CORNELL P.E., P.P.	MICHAEL J. MCCLELLAND P.E., P.P.	GREGORY R. VALES P.E., P.P.		
TREVOR J. TAYLOR, P.E., P.P. NEW JERSEY PROFESSIONAL ENGINEER			SCALE: AS SHOWN DESIGNED BY: MZ CHECKED BY: TT DATE: 10/10/2024 SHEET: 11 OF 18	

SOIL EROSION AND SEDIMENT CONTROL NOTES:

- 1. The Freshold Soil Conservation District shall be notified forty-eight (48) hours in advance of any soil disturbing activity.
2. All Soil Erosion and Sediment Control practices are to be installed prior to soil disturbance...

- B. Conventional Seeding is performed by applying seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cut/packer seeder.
C. After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact...

MULCHING SPECIFICATION FOR PERMANENT AND TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

Mulching is required on all seeded. Mulch will insure against erosion before grass is established and will promote faster and earlier establishment.
A. Straw or Hay. Unrotted small grain straw, hay free of seeds, applied at the rate of 1-1/2 to 2 tons per acre...

STANDARD FOR PERMANENT STABILIZATION WITH SOIL

- 1. High quality cultivated sod is preferred over native or pasture sod.
2. Sod should be free of broadleaf weeds and undesirable coarse and fine weed grasses.

SOIL EROSION & SEDIMENT CONTROL CONSTRUCTION NOTES:

- 1. The contractor is advised that the proposed Soil Erosion and Sediment Control measures are subject to review and approval and shall be verified prior to the installation of same.
2. No separate payment will be made for Soil Erosion and Sediment Control measures...

STANDARD FOR DUST CONTROL

- 1. Mulching - as per specification listed.
2. Vegetative cover - as per temporary and permanent specification listed.
3. Spray-on adhesives - on mineral soils (not effective on muck soils), keep traffic off these areas.

SOIL DE-COMPACTION AND TESTING REQUIREMENTS

- 1. Subgrade soils prior to the application of topsoil (see permanent seeding and stabilization notes for topsoil requirements) shall be free of excessive compaction to a depth of 6.0 inches to enhance the establishment of permanent vegetative cover.

SOIL EROSION & SEDIMENT CONTROL DISTRICT NOTES:

- 1. All applicable erosion and sediment control practices shall be in place prior to any grading operation and/or installation of proposed structures or utilities.
2. Soil erosion and sediment control practices on this plan shall be constructed in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey.

STANDARD FOR TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

- 1. Site Preparation
A. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring.

TABLE 4-3 (SELECTIONS AND RECOMMENDATIONS FROM TABLE 4-3)

Table with 2 columns: PERMANENT SEED IN DETENTION BASIN MIXTURE, PERMANENT SEED MIXTURE. Lists various seed types like Kentucky Bluegrass, Perennial Ryegrass, etc.

STANDARD FOR PERMANENT STABILIZATION WITH MULCH ONLY

- Methods and Materials
A. Site Preparation
1. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring.

TABLE 6-1 LIMESTONE APPLICATION RATE BY SOIL TEXTURE

Table with 3 columns: SOIL TEXTURE, TONS/ACRE, LBS/1000 SF. Lists soil types like Clay, Sandy, Loamy and their corresponding limestone application rates.

SEQUENCE OF CONSTRUCTION

- 1. CLEAR SITE ACCORDING TO PLANS, INSTALL SILT FENCING AND TREE PROTECTION FENCING WHERE INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER. (1 WEEK)
2. CONSTRUCT SITE IMPROVEMENTS (DRAIN, CURB, CONCRETE, PAVING) (1 MONTH)

TABLE 7-2 (SELECTION AND RECOMMENDATIONS FROM TABLE 7-2)

Table with 2 columns: TEMPORARY SEED MIXTURE, PERMANENT SEED MIXTURE. Lists various seed types like Perennial Ryegrass, Kentucky Bluegrass, etc.

TABLE 7-2 (SELECTION AND RECOMMENDATIONS FROM TABLE 7-2)

Table with 2 columns: TEMPORARY SEED MIXTURE, PERMANENT SEED MIXTURE. Lists various seed types like Perennial Ryegrass, Kentucky Bluegrass, etc.

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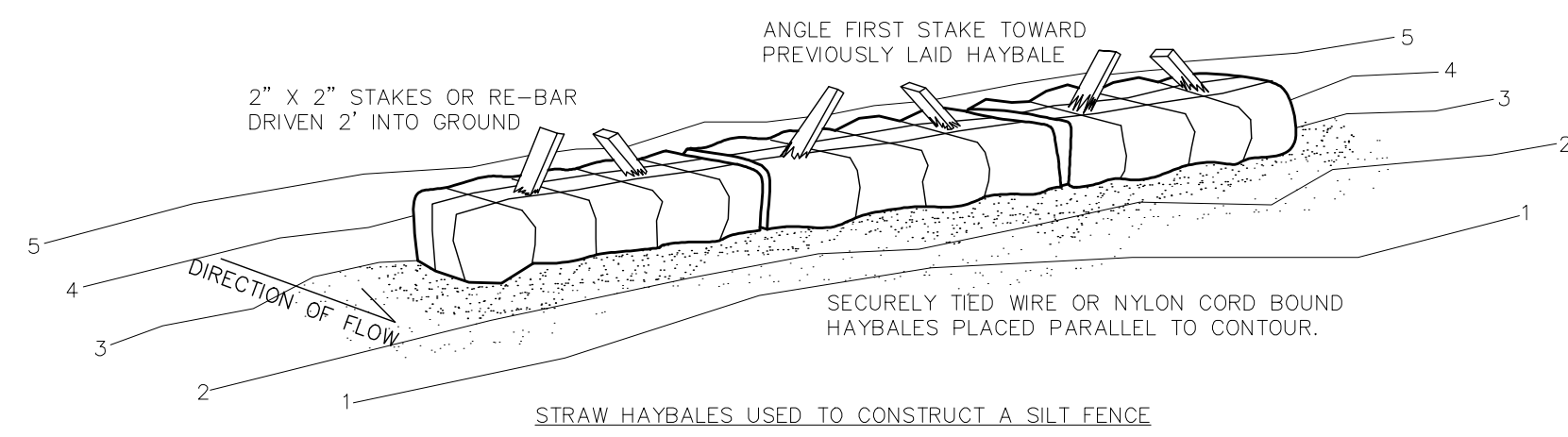
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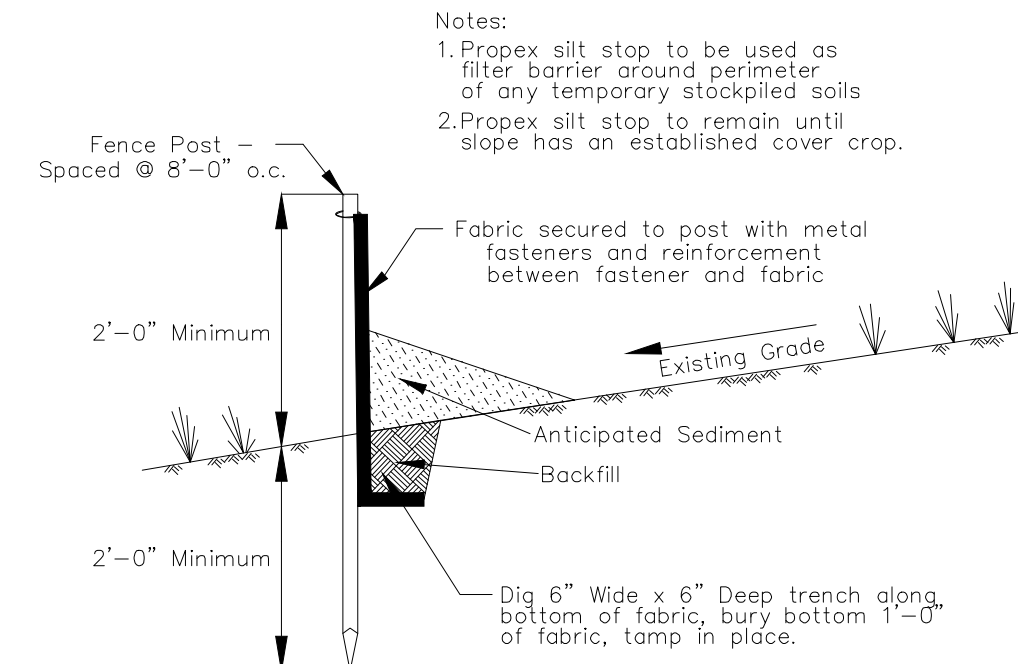
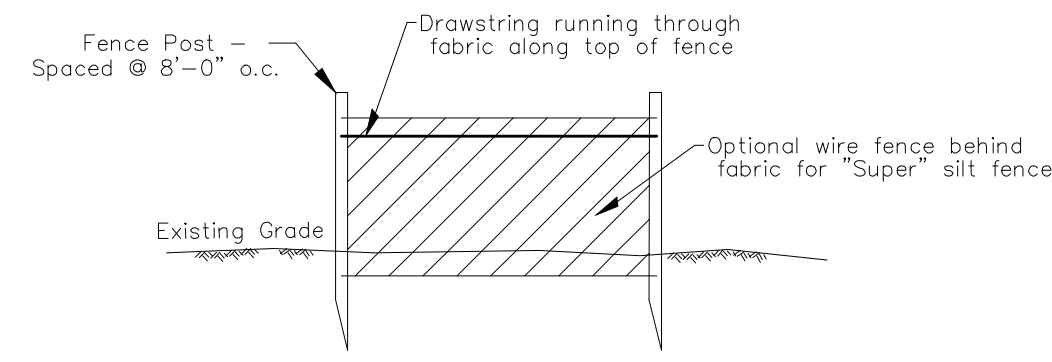
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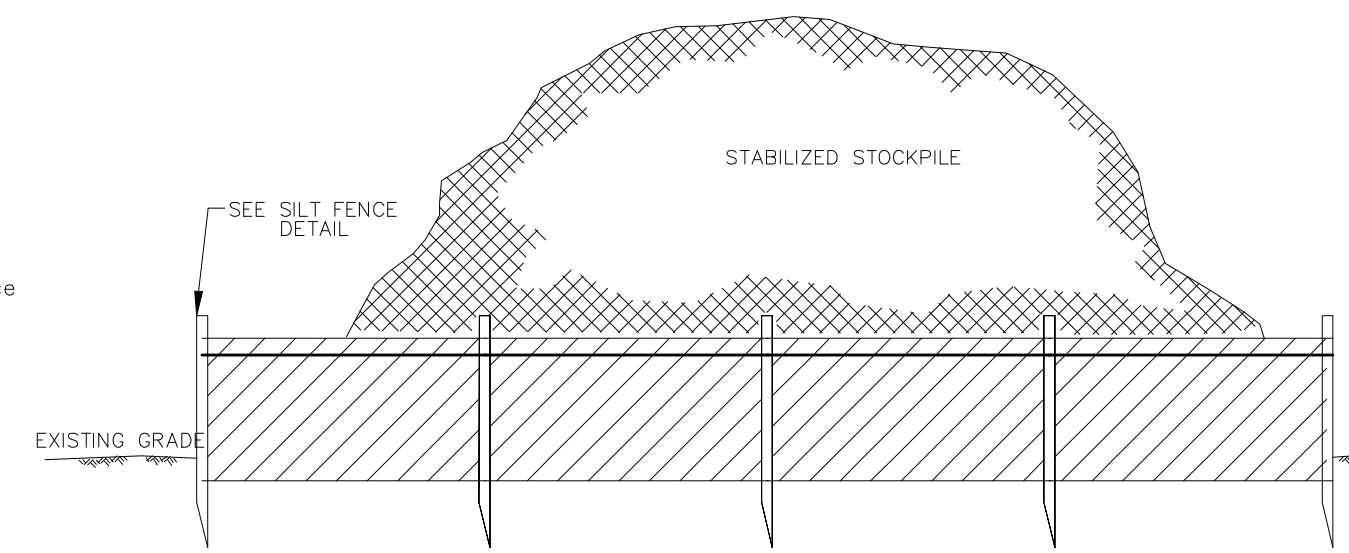


STRAW HAYBALE DETAILS
N.T.S.

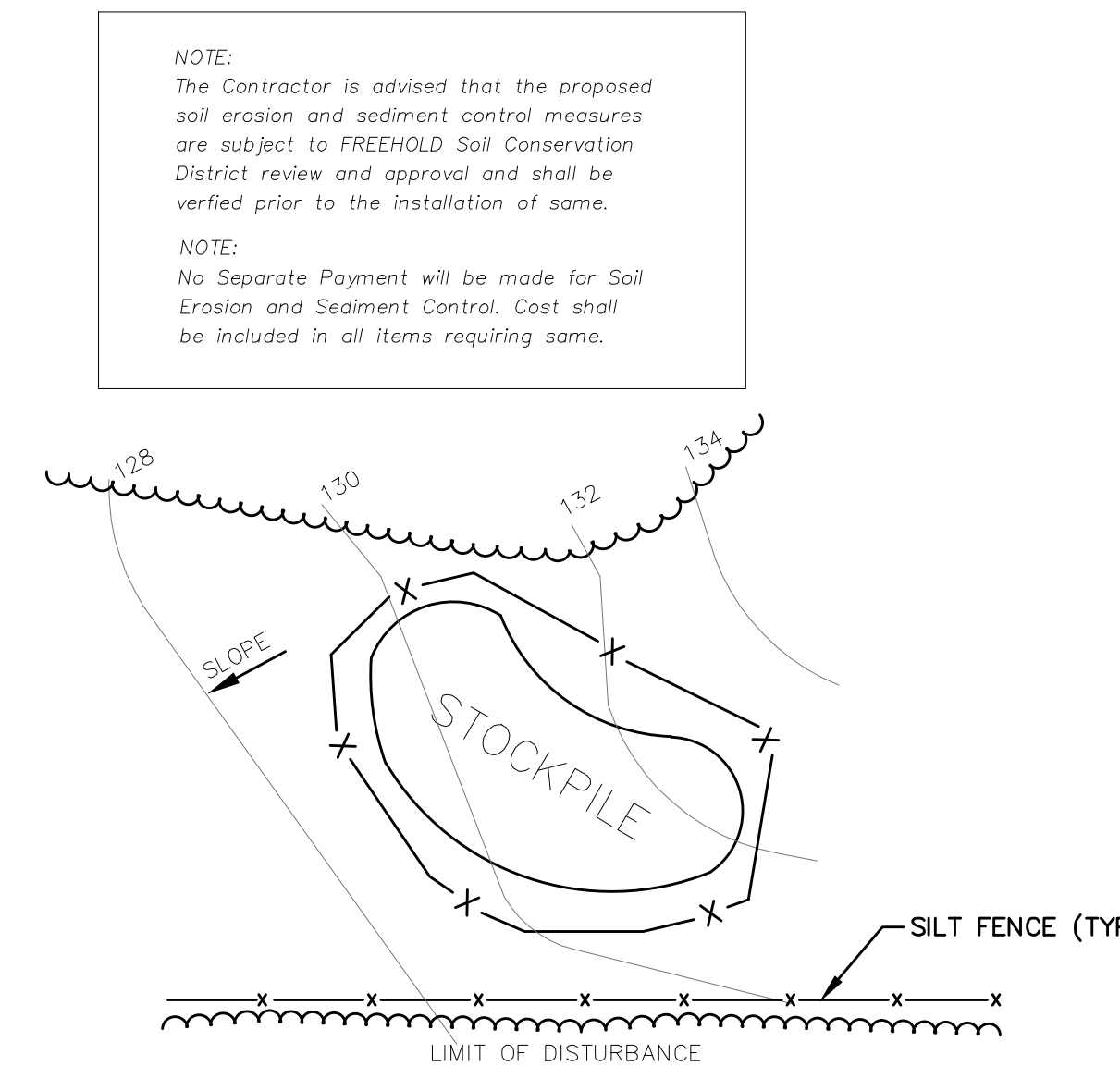


- NOTES:**
- FENCE POSTS SHALL BE SPACED 8 FEET CENTER-TO-CENTER OR CLOSER. THEY SHALL EXTEND AT LEAST 2 FEET INTO THE GROUND AND EXTEND AT LEAST 2 FEET ABOVE GROUND. POSTS SHALL BE CONSTRUCTED OF HARDWOOD WITH A MINIMUM DIAMETER THICKNESS OF 1 1/2 INCHES.
 - "SUPER" SILT FENCE - A METAL FENCE WITH 6 INCH OR SMALLER MESH OPENINGS AND AT LEAST 2 FEET HIGH MAY BE UTILIZED. FASTENED TO THE FENCE POSTS, TO PROVIDE REINFORCEMENT AND SUPPORT TO THE GEOTEXTILE FABRIC. POSTS MAY BE SPACED LESS THAN 8 FEET ON CENTER AND MAY BE CONSTRUCTED OF HEAVIER WOOD OR METAL AS NEEDED TO WITHSTAND HEAVY SEDIMENT LOADING. THIS PRACTICE IS APPROPRIATE WHERE SPACE FOR OTHER PRACTICES IS LIMITED AND HEAVY SEDIMENT LOADING IS EXPECTED. "SUPER" SILT FENCE IS NOT TO BE USED IN PLACE OF PROPERLY DESIGNED DIVERSIONS (PG 15-1 OF SESO STANDARDS) WHICH MAY BE NEEDED TO CONTROL SURFACE RUNOFF RATES AND VELOCITIES.
 - A GEOTEXTILE FABRIC, RECOMMENDED FOR SUCH USE BY THE MANUFACTURER, SHALL BE BURIED AT LEAST 6 INCHES DEEP IN THE GROUND. THE FABRIC SHALL EXTEND AT LEAST 2 FEET ABOVE THE GROUND. THE FABRIC MUST BE SECURELY FASTENED TO THE POSTS USING A SYSTEM CONSISTING OF METAL FASTENERS (NAILS OR STAPLES) AND A HIGH STRENGTH REINFORCEMENT MATERIAL (NYLON WEBBING, GROMMETS, WASHERS ETC.) PLACED BETWEEN THE FASTENER AND THE GEOTEXTILE FABRIC. THE FASTENING SYSTEM SHALL RESIST TEARING AWAY FROM THE POST. THE FABRIC SHALL INCORPORATE A DRAWSTRING IN THE TOP PORTION OF THE FENCE FOR ADDED STRENGTH.

SILT FENCE SEDIMENT BARRIER DETAIL
N.T.S.

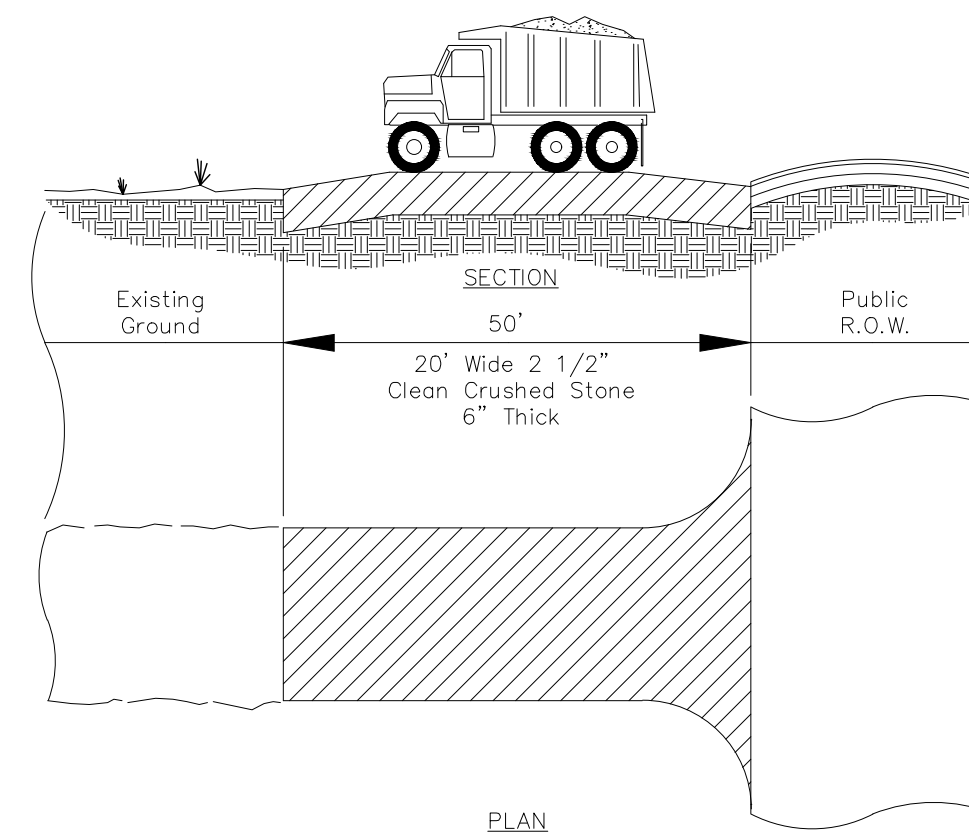


STOCKPILE DETAIL
N.T.S.



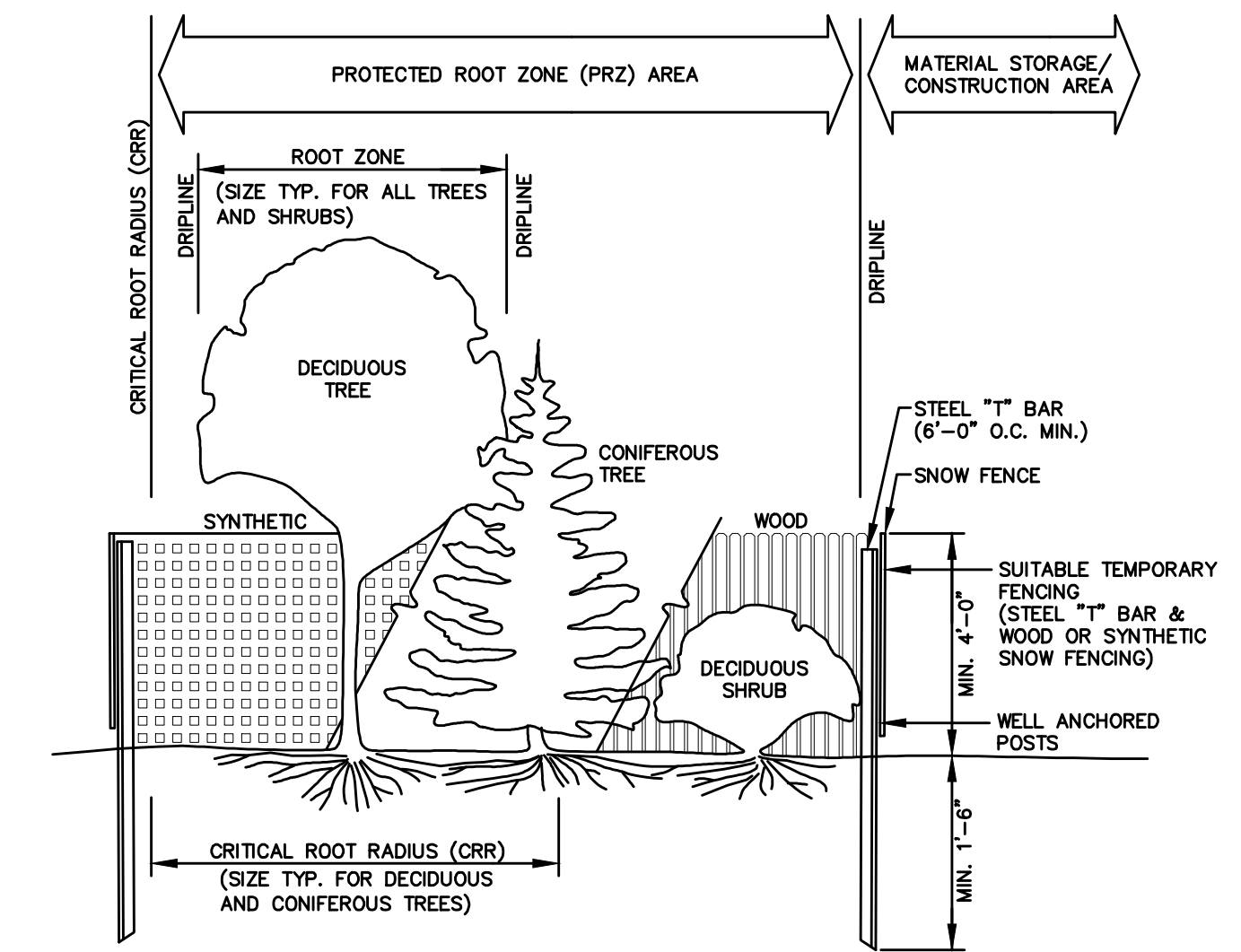
- NOTES:**
- THE STOCKPILE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOPSOIL STOCKPILE DETAIL.
 - ALL SILT FENCE SHALL BE PROVIDED IN ACCORDANCE WITH THE SILT FENCE DETAIL. SILT FENCE SHALL BE PROVIDED ON THE DOWNHILL SIDE OF ANY AND ALL DISTURBANCE.
 - ANY DISTURBED AREA REMAINING DISTURBED FOR MORE THAN 30 DAYS SHALL BE STABILIZED.

STOCKPILE DETAIL
N.T.S.



- NOTES:**
- INDIVIDUAL LOT ENTRANCE AND EGRESS-AFTER INTERIOR ROADWAYS ARE PAVED, INDIVIDUAL LOT INGRESS/EGRESS POINTS MAY REQUIRE A STABILIZED CONSTRUCTION ENTRANCE CONSISTING OF NO. 3 STONE (1\"/>

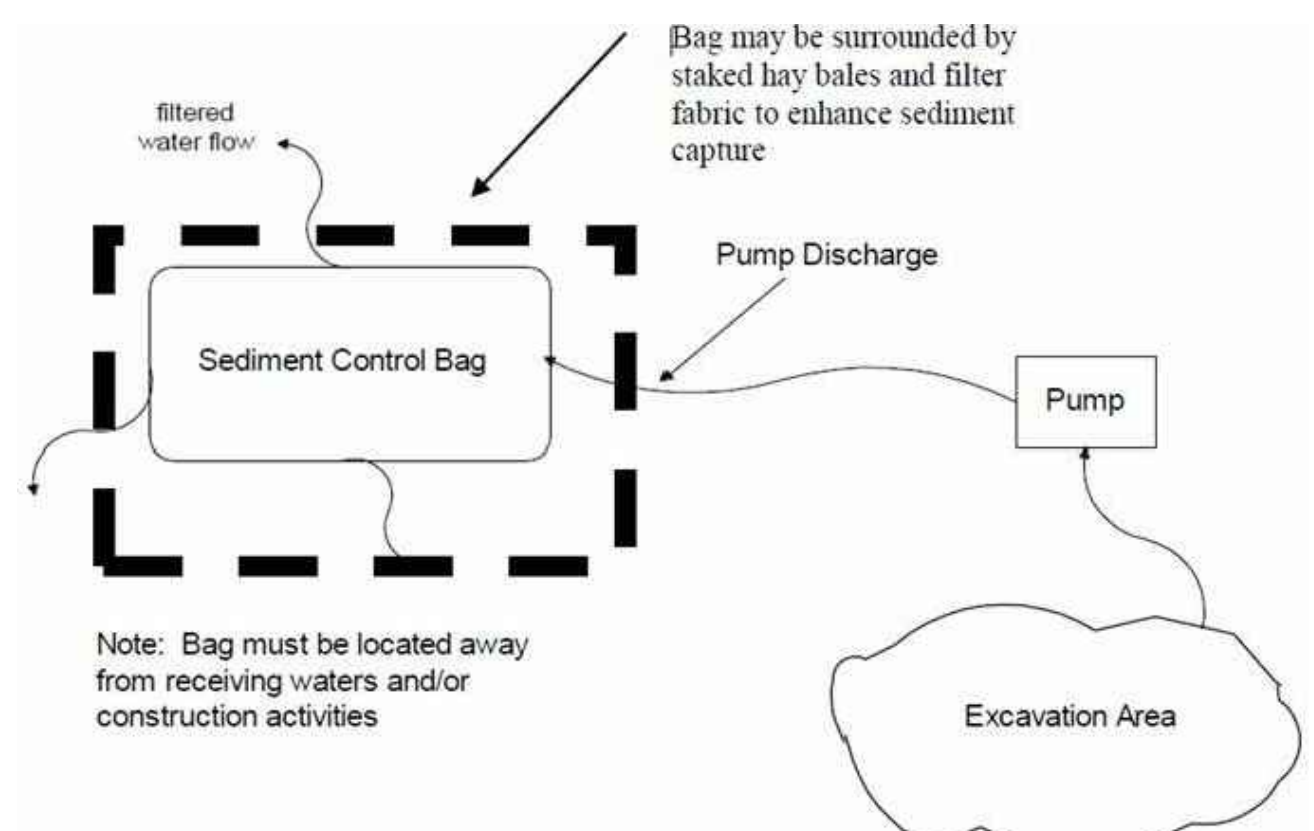
STABILIZED CONSTRUCTION ENTRANCE
N.T.S.



- CROSS SECTION OF TYPICAL PLANT GROUPING**
- Estimate a tree's Protect Root Zone (PRZ) by calculating the Critical Root Radius (CRR):
- Measure the DBH (diameter of tree at breast height, 4.5 feet above ground on the uphill side of tree) in inches.
 - Multiply measured DBH by 1.5 or 1.0. Express the result in feet.
- DBH x 1.5: Critical Root Radius for older, unhealthy, or sensitive species.
DBH x 1.0: Critical Root Radius for younger, healthy or tolerant species.

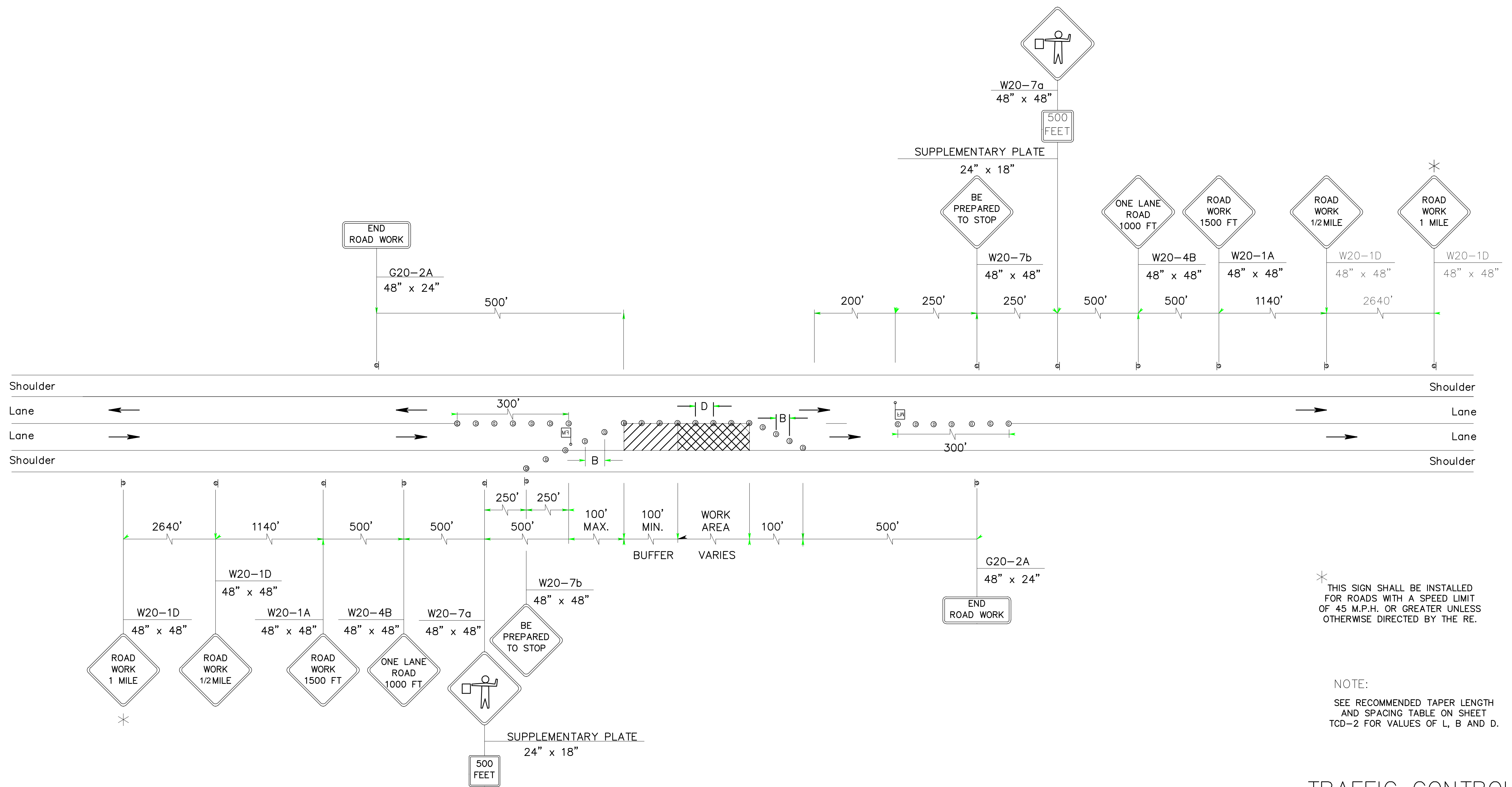
As the major part of the root systems of the plant(s) to be protected are within the critical root radius / dripline zone, this entire area should be fenced off (to a maximum height of 4'-0") prior to construction and removed thereafter. For maximum protection, no vehicle trespass, excavation, fill, waste discharge or material storage should be allowed in this zone.

TREE PROTECTION DETAIL
N.T.S.



SEDIMENT DE-WATERING DETAIL
N.T.S.

No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY PORT CARTERET DRIVE IMPROVEMENTS				
SOIL EROSION AND SEDIMENT CONTROL DETAILS				
CONSULTING AND MUNICIPAL ENGINEERS <small>3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 1440 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-9194</small>				
JOHN H. ALLGAR, P.E., P.P. <small>(1988-2004) NJ REG. LIC. NO. 28888</small>	DAVID J. SAMUEL, P.E., P.P. <small>NJ REG. LIC. NO. 3988</small>	JOHN J. STEFANI, P.E., L.S. & P.P. <small>NJ REG. LIC. NO. 24271</small>		
JAY B. CORNELL, P.E., P.P. <small>NJ REG. LIC. NO. 28948</small>	MICHAEL J. MCCLELLAND, P.E., P.P. <small>NJ REG. LIC. NO. 28948</small>	GREGORY R. VALES, P.E., P.P. <small>NJ REG. LIC. NO. 24488</small>		
TREVOR J. TAYLOR, P.E., P.P. <small>NEW JERSEY PROFESSIONAL ENGINEER</small>			SCALE: AS SHOWN DESIGNED BY: MZ DATE: 10/10/2024	DRAWN BY: TC CHECKED BY: TT DATE: 13 OF 18



* THIS SIGN SHALL BE INSTALLED FOR ROADS WITH A SPEED LIMIT OF 45 M.P.H. OR GREATER UNLESS OTHERWISE DIRECTED BY THE RE.

NOTE:
SEE RECOMMENDED TAPER LENGTH AND SPACING TABLE ON SHEET TCD-2 FOR VALUES OF L, B AND D.

2 LANES, UNDIVIDED, LANE & SHOULDER CLOSING W/FLAGGING

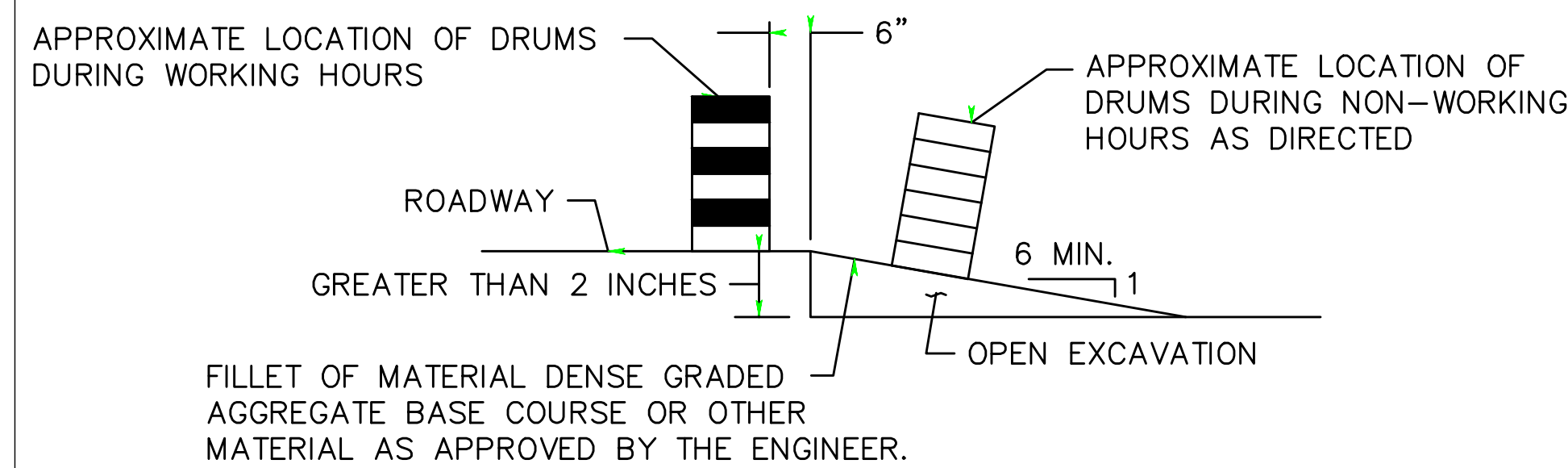
TRAFFIC CONTROL PLAN
N.T.S.

TRAFFIC CONTROL PLAN

NOTE:
CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A DETOUR PLAN FOR EACH ROADWAY FOR USE DURING PAVING OPERATION (WITH THE EXCEPTION OF INDUSTRIAL HIGHWAY ON WHICH SHALL UTILIZE THE ABOVE DETAILS). THE CONTRACTOR SHALL FURNISH ALL SIGNS, BARRELS, CONES, ETC. TO BE UTILIZED WITH THE DETOUR PLANS. THE USE OF POLICE TRAFFIC DIRECTORS SHALL NOT BE ANTICIPATED FOR LOCAL STREETS WITH THE EXCEPTION OF WORK ON INDUSTRIAL HIGHWAY.

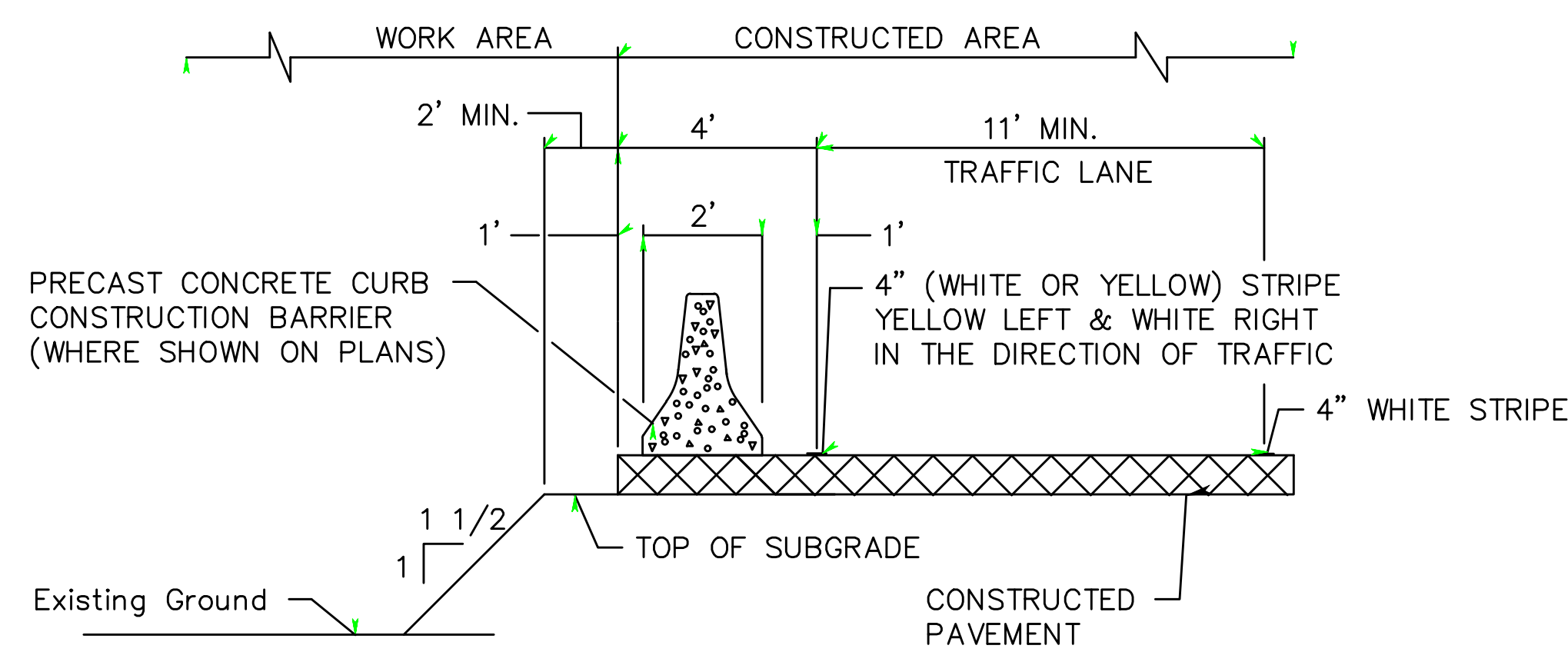
TCD-4
NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS

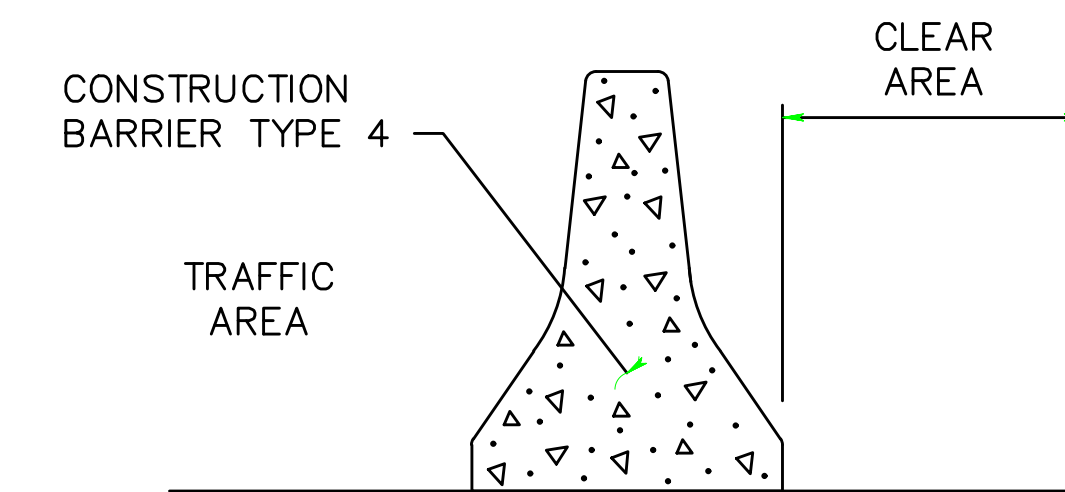


NOTE:
ESCAPE RAMPS MUST BE CONSTRUCTED AND MAINTAINED DURING NON-WORKING HOURS WHERE A VERTICAL DROP GREATER THAN 2 INCHES EXISTS ADJACENT TO TRAVELED LANE.

ESCAPE RAMP DETAIL



TYPICAL SECTION
PLACEMENT OF PRECAST CONCRETE CONSTRUCTION BARRIER



NOTES:
1. CHANGES TO THE PROPOSED JOINT CLASS AT ANY LOCATION MUST BE APPROVED BY THE ENGINEER.
2. NO ROADWAY DROP OFFS, OBSTRUCTIONS, STORAGE OF MATERIALS OR WORK WILL BE PERMITTED IN THE CLEAR AREA UNLESS APPROVED BY THE ENGINEER.

STAGE	LOCATION	JOINT CLASS
	RTE. STA. TO STA.	

JOINT CLASS	CLEAR AREA
A	OVER 16 TO 20 INCHES
B	11 TO 16 INCHES
C	LESS THAN 11 INCHES

CONSTRUCTION BARRIER, TYPE 4
JOINT CLASS AND CLEAR AREA

REGULATORY APPROACH SPEED OF TRAFFIC MILES/HOUR	RECOMMENDED SIGHT DISTANCE TO BEGINNING OF CHANNELIZING TAPERS		
	DESIRABLE		MINIMUM
	RURAL FEET	URBAN FEET	RURAL AND URBAN FEET
25	375	525	150
30	450	625	200
35	525	725	250
40	600	825	325
45	675	925	400
50	750	1025	475
55	875	1150	550
60	1000	1275	650
65	1050		725

REGULATORY APPROACH SPEED OF TRAFFIC MILES/HOUR	RECOMMENDED TAPER LENGTH AND SPACING FOR CHANNELIZING TAPERS				RECOMMENDED SPACING ALONG TANGENTS	
	MINIMUM TAPER RATIO IN LENGTH PER FOOT OF WIDTH	MINIMUM TAPER LENGTH L - FOR LANE WIDTHS				MAXIMUM DEVICE (B) SPACING ALONG TAPERS IN FEET
		10'	11'	12'		
25	10.5:1	105	115	125	25	
30	15:1	150	165	180	30	
35	20.5:1	205	225	245	35	
40	27:1	270	300	325	40	
45	45:1	450	495	540	45	
50	50:1	500	550	600	50	
55	55:1	550	605	660	55	
60	60:1	600	660	720	60	
65	65:1	650	715	780	65	

NOTE:
THE MAXIMUM DEVICE SPACING ALONG CURVES SHALL BE AS DEFINED FOR TAPERS (B) IN THE ABOVE TABLE.

- NOTES:
1. AVOIDANCE MANEUVER IS FOR A SPEED, PATH, AND/OR DIRECTION CHANGE PRIOR TO THE BEGINNING OF CHANNELIZING TAPERS.
 2. RECOMMENDED DISTANCES BETWEEN TWO SEPARATE LANE CLOSURES SHALL BE DOUBLE THE VALUES SHOWN ABOVE.
 3. RURAL AND URBAN ROAD DESIGNATIONS SHALL BE AS DEFINED IN THE NJDOT STATE HIGHWAY STRAIGHT LINE DIAGRAMS.
 4. DESIRABLE VALUES SHALL BE PROVIDED WHEREVER POSSIBLE. IF IT IS NOT FEASIBLE OR PRACTICAL TO PROVIDE DESIRABLE VALUES BECAUSE OF HORIZONTAL OR VERTICAL CURVATURE OR IF RELOCATION OF THE TAPER IS NOT POSSIBLE, THEN MINIMUM VALUES CAN BE APPLIED. WHEN MINIMUM VALUES ARE USED, SPECIAL ATTENTION SHOULD BE GIVEN TO THE USE OF SUITABLE TRAFFIC CONTROL DEVICES FOR PROVIDING ADVANCED WARNING OF THE CONDITIONS THAT ARE LIKELY TO BE ENCOUNTERED.
 5. TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.

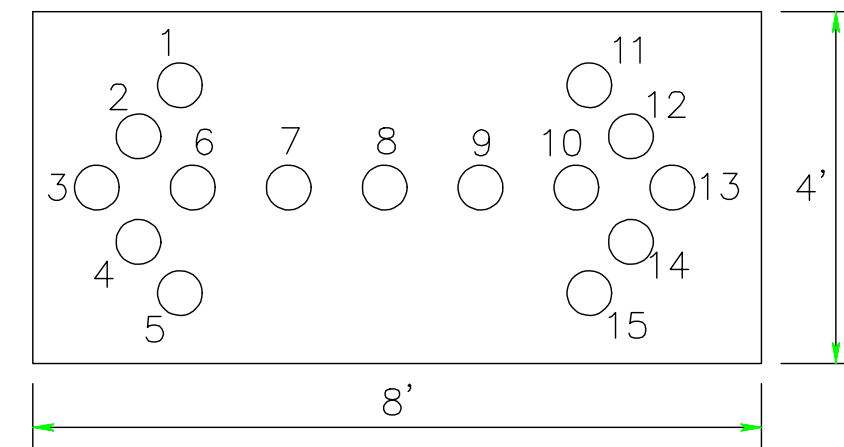
TRAFFIC CONTROL DEVICES

N.T.S.

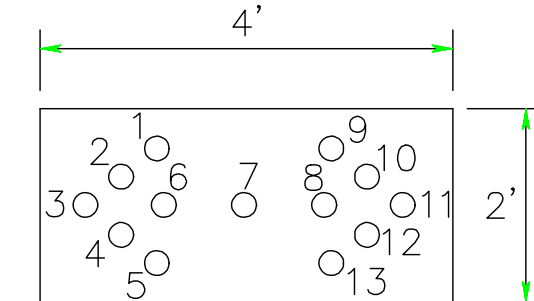
TCD-2

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS

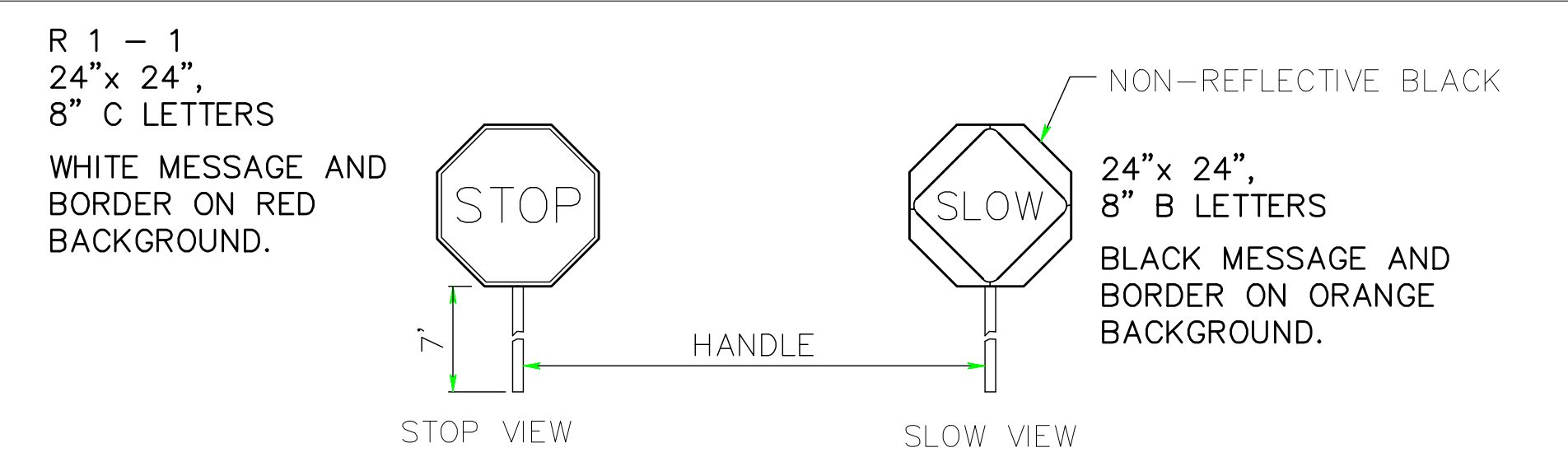


4' x 8' BOARD
 FLASHING MESSAGES TO LIGHT AS FOLLOWS
 RIGHT ARROW 3, 6, 7, 8, 9, 11, 12, 13, 14 & 15
 LEFT ARROW 1, 2, 3, 4, 5, 7, 8, 9, 10 & 13
 DOUBLE ARROW 1, 2, 3, 4, 5, 7, 8, 9, 11, 12, 13, 14 & 15
 CAUTION MODE 1, 5, 11 & 15



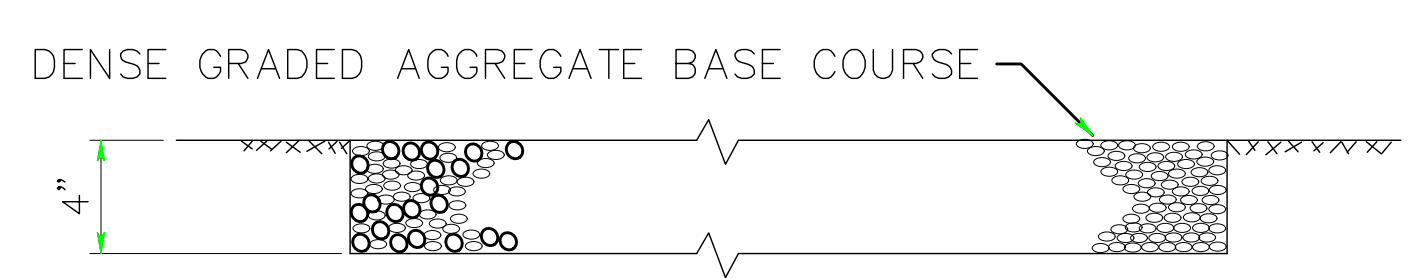
2' x 4' BOARD
 RIGHT ARROW 3, 6, 7, 9, 10, 11, 12 & 13
 LEFT ARROW 1, 2, 3, 4, 5, 7, 8 & 11
 DOUBLE ARROW 1, 2, 3, 4, 5, 7, 9, 10, 11, 12 & 13
 CAUTION MODE 1, 5, 9 & 13

ILLUMINATED FLASHING ARROWS,
 X
 CD-159-2.1



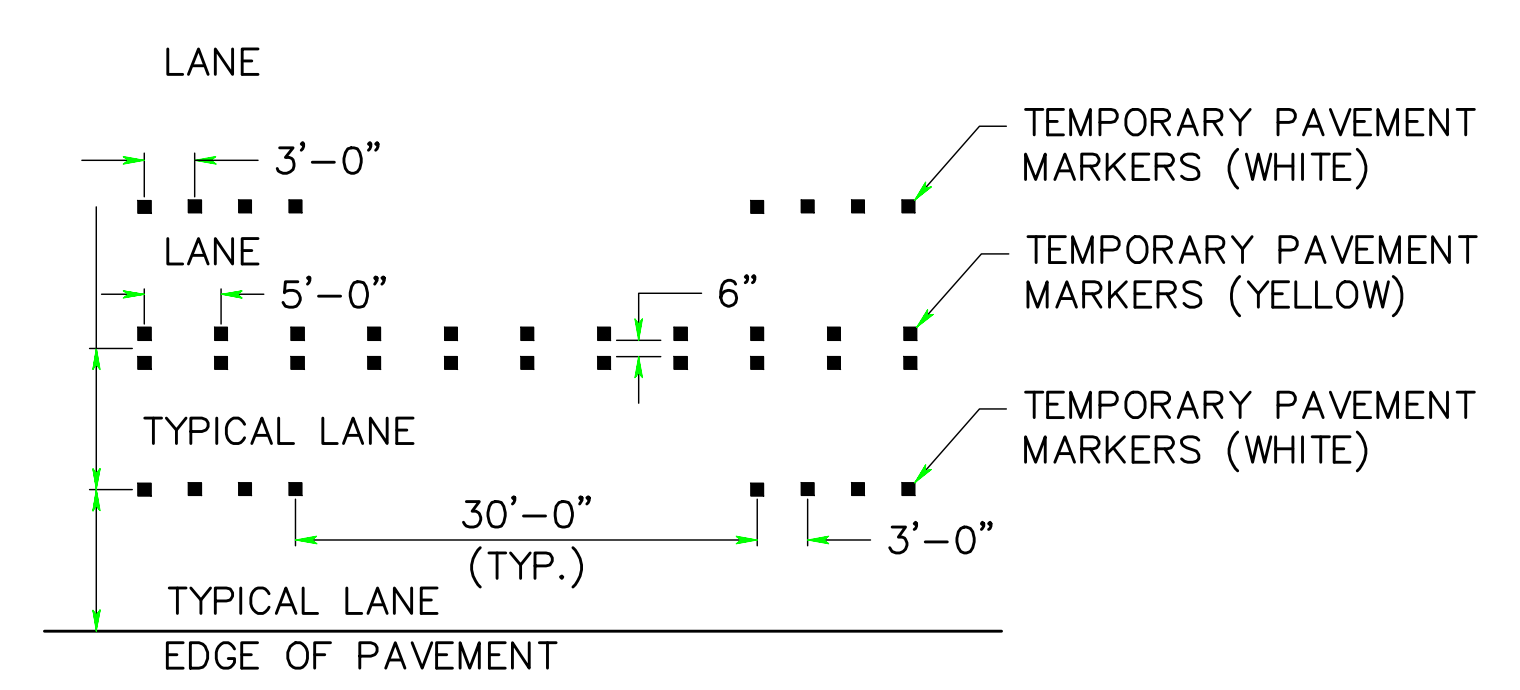
NOTE:
 SIGN FACES SHALL BE
 RETROREFLECTIVE
 SHEETING, ASTM D 4956 TYPE III.

STOP / SLOW PADDLE
 CD-159-2.3



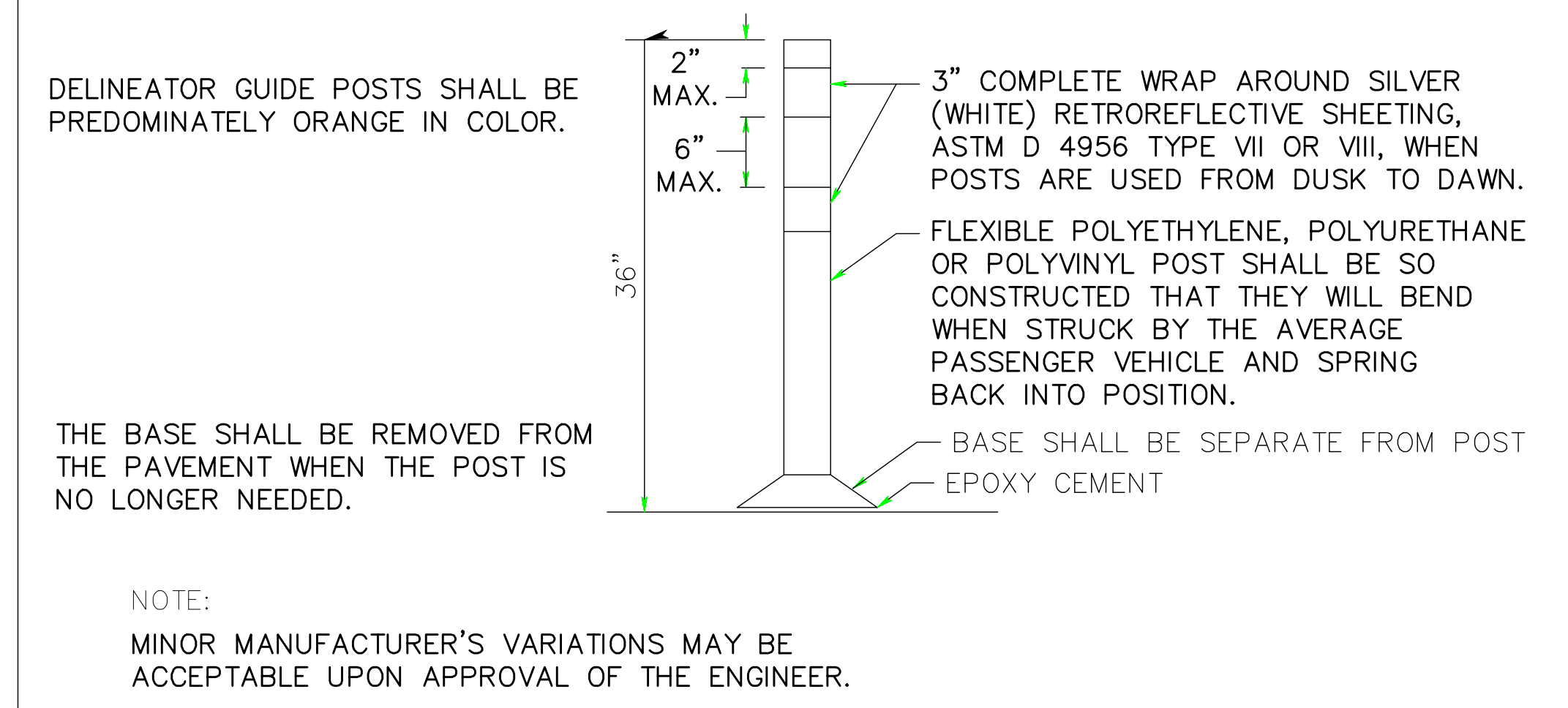
NOTE:
 ALL EXCAVATION OR EMBANKMENT REQUIRED TO CONSTRUCT
 TEMPORARY SIDEWALK SHALL BE INCLUDED IN UNIT PRICE
 BID FOR PAY ITEM, TEMPORARY SIDEWALK.

TEMPORARY SIDEWALK
 CD-159-2.4



NOTES:
 1. WHEN TEMPORARY PAVEMENT MARKERS ARE TO SIMULATE LANE LINES ON SHARP CURVES OR IN TRANSITIONS TO EITHER REDUCE THE NUMBER OF LANES OR TO SHIFT TRAFFIC LATERALLY, THE TEMPORARY PAVEMENT MARKERS SHALL BE SPACED 5 FEET APART CONTINUOUSLY THROUGH THE CURVE OR TRANSITION AREA.
 2. TEMPORARY PAVEMENT MARKERS SHOULD NOT BE USED TO DELINEATE RIGHT EDGE LINES.

TEMPORARY PAVEMENT MARKERS
 CD-159-2.5



DELINEATOR GUIDE POSTS
 CD-159-2.2

TRAFFIC CONTROL DEVICES
 N.T.S.
 CD-159-2

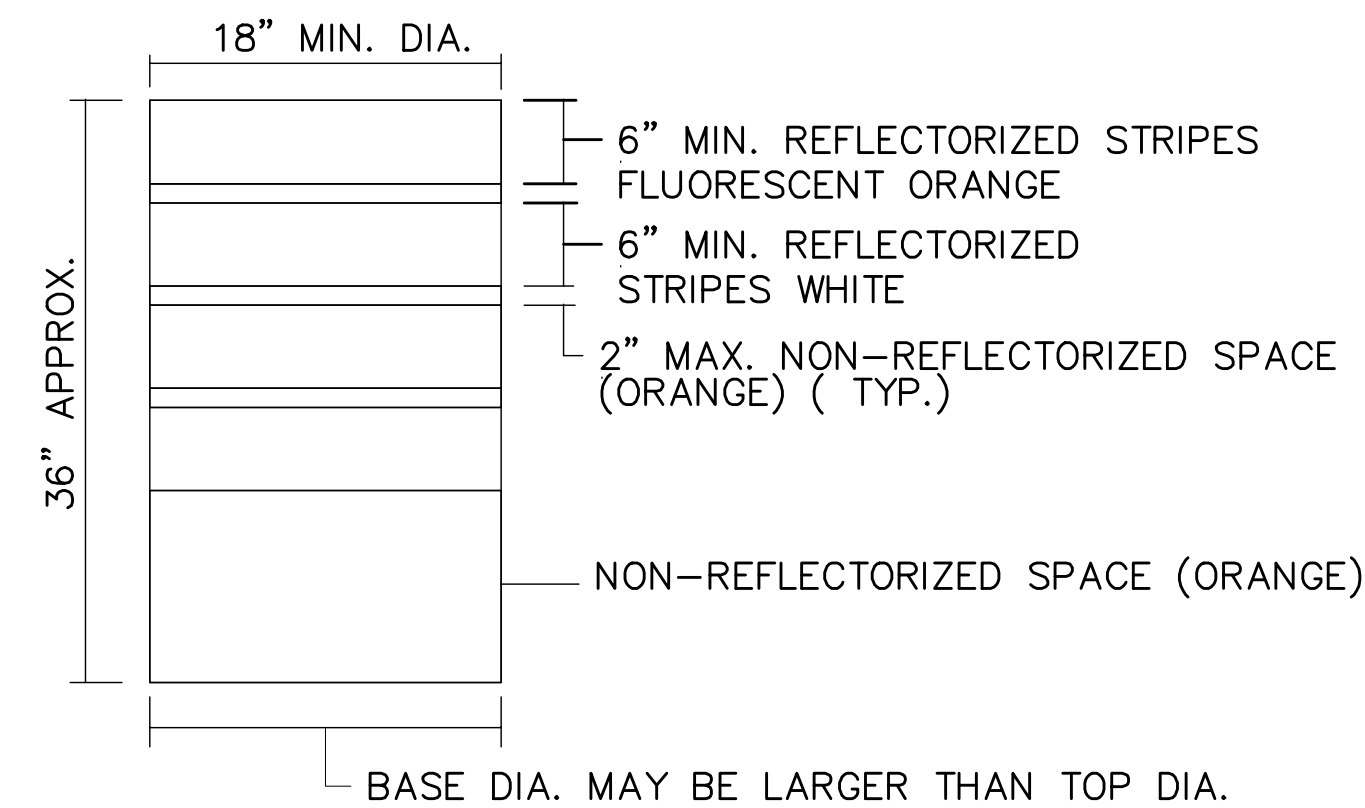
NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS

DRUMS SHALL BE MADE OF ORANGE PLASTIC WITH A MINIMUM OF FOUR ALTERNATE FLUORESCENT ORANGE AND WHITE RETROREFLECTIVE STRIPES. IF THERE ARE NON-REFLECTORIZED SPACES BETWEEN THE STRIPES, THEY SHALL BE NO MORE THAN 2" WIDE. RETROREFLECTIVE SHEETING FOR STRIPES SHALL CONFORM WITH ASTM D 4956 TYPE VII OR VIII WITH S2 REQUIREMENTS.

THE TOP OF THE DRUM SHALL NOT BE OPEN. DRUMS SHALL BE CONSTRUCTED TO INHIBIT ROLLING IF KNOCKED OVER.

THE REFLECTORIZED AREA OF DRUMS SHALL BE ROUND EXCEPT THAT OTHER SHAPES, WHICH PROVIDE THE SAME VISIBILITY AS AN 18 INCH DIAMETER ROUND DRUM REGARDLESS OF ORIENTATION, MAY BE USED.



WHEN BALLAST IS REQUIRED BY THE ENGINEER, SAND SHALL BE USED. THE MAXIMUM WEIGHT OF THE BALLAST SHALL BE 50 LBS. AND BE LOCATED APPROXIMATELY AT GROUND LEVEL. ALTERNATE TYPES OF BALLAST SHALL BE APPROVED BY THE ENGINEER.

DRUMS

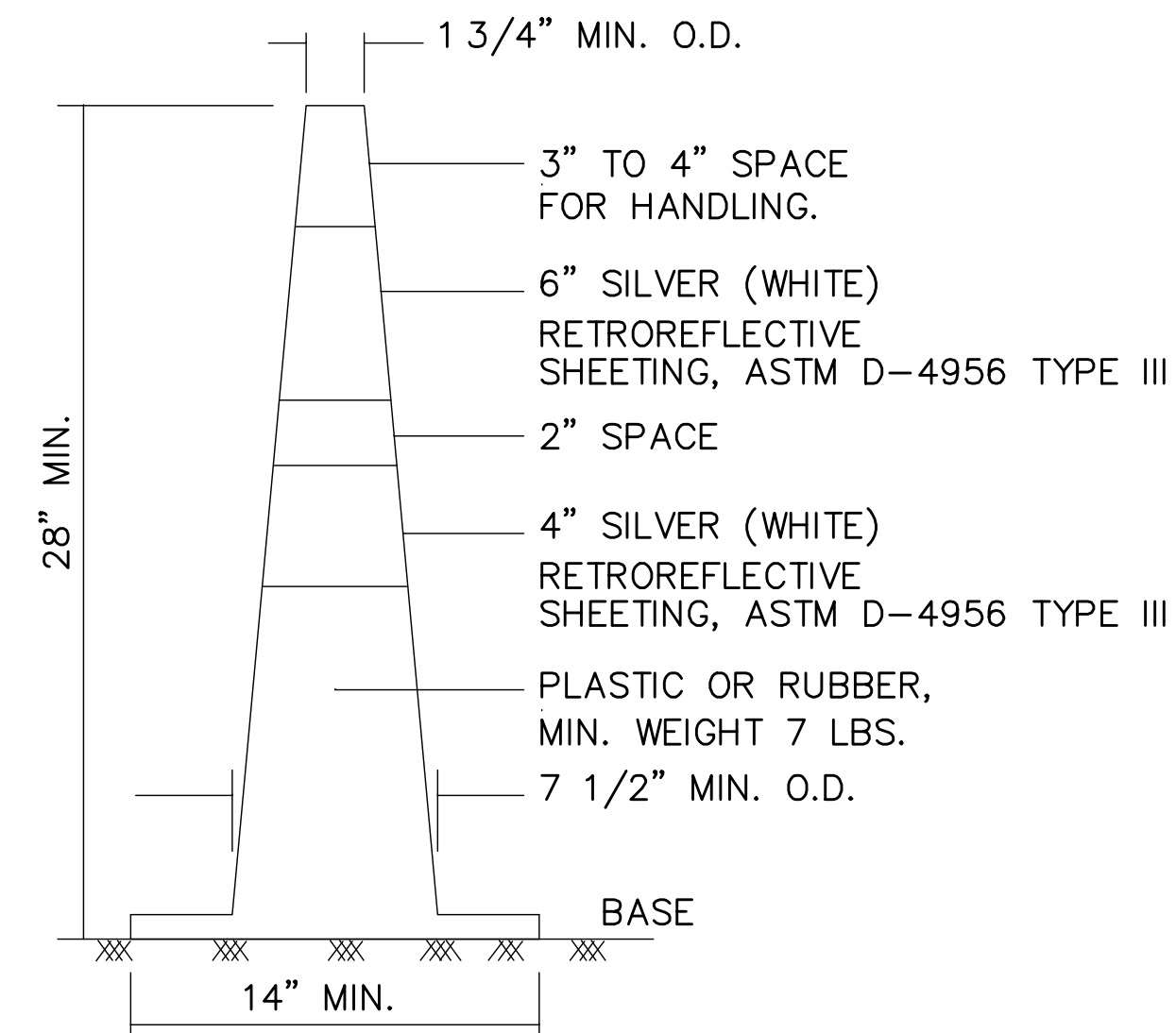
CD-159-1.1

NOTES:

TRAFFIC CONES SHALL BE PREDOMINATELY ORANGE IN COLOR.

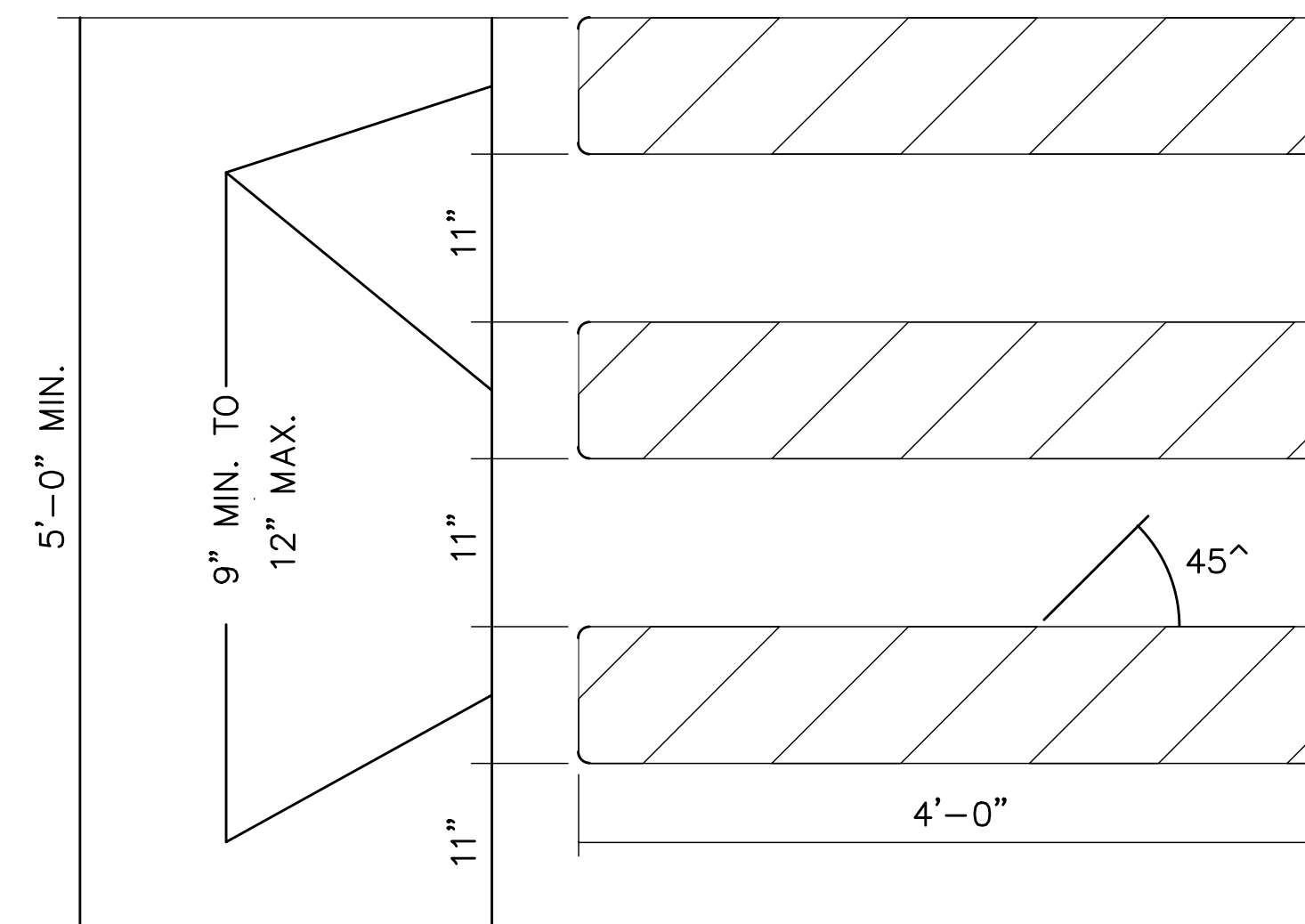
BASES MAY BE OF BREAKAWAY BALLASTED TYPE.

MINOR MANUFACTURER'S VARIATIONS MAY BE ACCEPTABLE UPON APPROVAL OF THE ENGINEER.



TRAFFIC CONES

CD-159-1.2



TYPE III BARRICADE - FRONT VIEW

NOTES:

1. THE 9" MIN. x 48", OR 12" MAX. x 48" BARRICADE RAILS SHALL BE FABRICATED FROM 0.125" MAX. PLASTIC SHEETING AND SHALL BE ATTACHED, 4 PER RAIL, WITH 1 INCH NO. 14 PAN HEAD METAL SCREWS OR PLASTIC RIVETS. ALL CORNERS SHALL BE ROUNDED.
2. ORANGE AND SILVER (WHITE) STRIPES SHALL BE RETROREFLECTIVE SHEETING, ASTM D 4956 TYPE III, AS SHOWN FOR CONSTRUCTION SIGNS. ALTERNATE ORANGE AND SILVER (WHITE) STRIPES 6" WIDE SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS.
3. IF NECESSARY, THE SANDBAGS SHALL BE FABRICATED AND PLACED ACCORDING TO THE MANUFACTURE'S RECOMMENDATION.
4. THE FRAMING FOR BARRICADE PANELS SHALL BE NCHRP-350 CRASHED TESTED AND FHWA APPROVED. SEE SPECIFICATION SUBSECTION 617.03

BREAKAWAY BARRICADES

CD-159-1.3

TRAFFIC CONTROL DEVICES





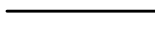
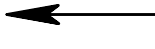

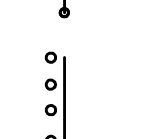
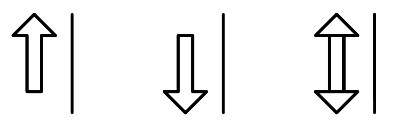
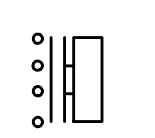
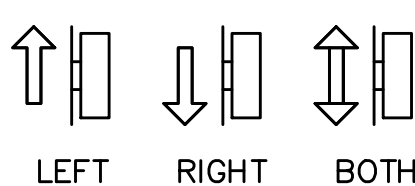




N.T.S.

CD-159-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS

LEGEND

-  BREAKAWAY BARRICADES
-  BREAKAWAY BARRICADES WITH SIGN
-  CONSTRUCTION SIGNS
-  DRUMS
-  CONE
-  PRECAST CONCRETE CURB CONSTRUCTION BARRIER (TYPE SPECIFIED)
-  DIRECTION OF TRAFFIC FLOW
-  TRAFFIC DIRECTOR, FLAGGER
-  TRAILER MOUNTED MOUNTED ARROW BOARD SHOWING CAUTION MODE
-  ILLUMINATED FLASHING ARROW MOUNTED ON TOWING VEHICLE SHOWING ARROW PATTERN (Left, Right, Both)
-  TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING CAUTION MODE
-  TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING ARROW PATTERN (Left, Right, Both)
-  TEMPORARY CRASH CUSHION, INERTIAL BARRIER SYSTEM
-  TEMPORARY CRASH CUSHION, (all other approved)
-  BUFFER ZONE
-  WORK AREA
-  PAINT STRIPING TRUCK OR OTHER OPERATING VEHICLE

GENERAL NOTES:

1. ADVANCE WARNING SIGNS DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED, AT DIRECTION OF THE DEPARTMENT, TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY.
2. THE APPROXIMATE LOCATIONS OF THE ILLUMINATED FLASHING ARROW BOARDS ARE SHOWN ON THE TRAFFIC CONTROL PLANS. THESE LOCATIONS MAY BE MODIFIED TO ADJUST FOR VISIBILITY DUE TO HORIZONTAL OR VERTICAL CURVATURE OF THE ROADWAY OR TO POSITION AT A SAFER LOCATION. ILLUMINATED FLASHING ARROW BOARDS ARE TO BE USED FOR TEMPORARY LANE CLOSURES AND AT LOCATIONS SHOWN ON THE TRAFFIC CONTROL PLANS.
3. PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
4. RAMPS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-IF SIGN (ROAD WORK AHEAD) AS A MINIMUM.
5. ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE PROPOSED TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED OR RELOCATED AS DIRECTED BY THE ENGINEER.
6. CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON EITHER THE EXISTING, TEMPORARY, OR PROPOSED TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
7. MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - PART VI "STANDARDS AND GUIDES FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENT MANAGEMENT OPERATIONS", UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE ENGINEER.
8. CONSTRUCTION SIGN W99-2 (GIVE US A BRAKE) SHALL BE LOCATED 200 FEET IN ADVANCE OF PROJECT LIMITS.
9. A W1-6 (ARROW) SIGN MOUNTED ON A BREAKAWAY BARRICADE AND CENTERED ON THE CLOSED WIDTH SHALL BE LOCATED 100 FEET BEYOND EACH INTERSECTION OR MAIN ACCESS POINT WITHIN THE AREA OF A LANE OR SHOULDER CLOSURE.
10. CONSTRUCTION SIGNS R11-4 (ROAD CLOSED TO THRU TRAFFIC) SHALL BE PLACED AT THE INTERSECTING STREETS WHICH ARE CLOSED TO TRAFFIC BECAUSE OF CONSTRUCTION.
11. CONSTRUCTION SIGNS W8-9A (SYMBOL FOR UNEVEN PAVEMENT) AND W8-14A (GROOVED PAVEMENT) SHALL BE USED WHEN SUCH PAVEMENT CONDITIONS EXIST. THE PLACEMENT OF THESE SIGNS SHALL BE AS DIRECTED BY THE ENGINEER.
12. MOVING WORK AREAS IN A LANE CLOSURE REQUIRE A TRAILER MOUNTED ILLUMINATED FLASHING ARROW TO REMAIN AT THE END OF THE TAPER, THE TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION THAT SHALL MOVE WITH THE WORK AREAS TO KEEP A 70 FEET MIN. AND 150 FEET MAX. BUFFER IN ADVANCE OF EACH WORK AREA.
13. THE CONTRACTOR SHALL SUBMIT A PLAN FOR THE SAFE ACCESS OF CONSTRUCTION VEHICLES THROUGHOUT THE WORK SITE WHERE SPACE CONSTRAINTS PREVENT THE USE OF LANE CLOSURES. THE PLAN SHALL BE SUBMITTED TO THE ENGINEER IN ACCORDANCE WITH SECTION 617 OF THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL.
14. ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON AT LEAST 6H : 1V SLOPE BEFORE THE END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR A PRECAST CONCRETE CURB CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
15. WHERE REQUIRED, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN CROSSING LOCATIONS AND TYPE AS DIRECTED BY THE ENGINEER.
16. BITUMINOUS CONCRETE PLACED DURING THE VARIOUS CONSTRUCTION STAGES SHALL BE TRANSITIONED ON A MINIMUM 20H : 1V SLOPE TO MEET THE ADJACENT EXISTING GRADE AT THE LONGITUDINAL AND TRANSVERSE LIMITS OF THE STAGE CONSTRUCTION AREAS UNLESS OTHERWISE NOTED ON THE STAGE CONSTRUCTION PLANS.
17. THE PLACEMENT AND OR RELOCATION OF PRECAST CONCRETE CURB, CONSTRUCTION BARRIER SHALL BE DONE DURING APPROVED OFF-PEAK HOURS WHEN TRAFFIC MAY BE REDUCED TO ONE LANE IN EACH DIRECTION.
18. THE REDUCED SPEED AHEAD SIGN, W3-5(S) (BLACK ON ORANGE) SHALL BE LOCATED IN ADVANCE OF SPEED LIMIT R2-1 SIGNS WHICH REDUCE THE NORMAL POSTED SPEED LIMIT THROUGH THE CONSTRUCTION ZONE.
19. TRAFFIC FINES DOUBLED IN WORK AREA R(NJ)5-17(S) , 4 FEET BY 2.5 FEET SIGN SHALL BE LOCATED 500 FEET AFTER THE FIRST ADVANCE WARNING SIGN. (W20 SERIES) AT EACH WORK AREA LOCATED WITHIN URBAN AREAS. THIS SIGN SHALL ALSO BE USED ON PROJECTS REQUIRING MOVING OPERATIONS IN WHICH CASE THE SIGN SHALL BE MOUNTED ON A SLOW MOVING CONSTRUCTION VEHICLE.
20. THE FINAL HMA SURFACE PAVEMENT SHALL NOT BE CONSTRUCTED UNTIL THE FINAL STAGE OF THE PROJECT UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR INDICATED ON THE PLANS. MANHOLES AND INLETS SHALL BE SET TO FINISHED GRADE AND TEMPORARY PAVEMENT RAMPS ARE TO BE CONSTRUCTED AROUND THEM WITH A MINIMUM 20H : 1V SLOPE IN ALL DIRECTIONS USING HOT MIX ASPHALT PAVEMENT. THIS TEMPORARY MATERIAL WILL BE REMOVED IMMEDIATELY PRIOR TO PLACING THE SURFACE COURSE.
21. TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
22. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE ENGINEER.
23. TRAFFIC IMPACT NOTICES AND CHANGES
 - A. TERMS: WHEN THE FOLLOWING TERMS ARE USED, THE INTENT AND MEANING SHALL BE AS FOLLOWS:
 - i. IMPACTS TO NORMAL TRAFFIC FLOW - WORK THAT REQUIRES A PORTION OF THE PAVED ROADWAY BEING BLOCKED OR CLOSED WITH SAFETY DEVICES OR VEHICLES, INCLUDING, BUT NOT LIMITED TO, FULL OR PARTIAL LANE CLOSURES, FULL OR PARTIAL RAMP CLOSURES, SHOULDER CLOSURES, MOVING OPERATIONS SUCH AS TRAFFIC STRIPING OR SWEEPING, LANE SHIFTS, OR ALTERNATING TRAFFIC. THIS APPLIES EVEN WHEN DETOURS ARE PROVIDED.
 - ii. TEMPORARY LANE CLOSURES - WORK DESCRIBED UNDER "IMPACTS TO NORMAL TRAFFIC FLOW" WHICH IS ROUTINELY SET UP AND REMOVED ON A DAILY BASIS.
 - iii. PERMANENT LANE CLOSURES - WORK DESCRIBED UNDER "IMPACTS TO NORMAL TRAFFIC FLOW" WHICH REMAINS IN PLACE CONTINUOUSLY FOR 24 HOURS OR MORE.
 - B. ADVANCE NOTICES
 - FOR THE INITIAL START OF WORK THAT REQUIRES "IMPACTS TO NORMAL TRAFFIC FLOW", THE CONTRACTOR SHALL NOTIFY THE RE IN WRITING, ON THE ADVANCE FORM TO-103 PROVIDED BY THE DEPARTMENT, OF THE PROPOSED DATE. THE NOTICE SHALL BE SUBMITTED AT LEAST TWENTY-EIGHT CALENDAR DAYS, BUT NOT MORE THAN SIXTY CALENDAR DAYS, BEFORE THE PROPOSED DATE. START OF WORK THAT IMPACTS NORMAL TRAFFIC FLOW WILL NOT BE PERMITTED PRIOR TO THE DATE STATED IN THE NOTICE. THE CONTRACTOR SHALL CONFIRM, IN WRITING TO THE RE, THE PROPOSED DATE OF THE NEW TRAFFIC PATTERN SEVEN (AND/OR FOURTEEN) DAYS BEFORE STARTING TRAFFIC CONTROL MEASURES FOR THE ESTABLISHMENT OF THE NEW PATTERN. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CAN NOT BE COMPLETED ON THE PROPOSED DATE.
 - FOR A "PERMANENT LANE CLOSURE", THE CONTRACTOR SHALL NOTIFY THE RE IN WRITING, ON ADVANCE FORM TO-103, OF THE PROPOSED DATE A NEW TRAFFIC PATTERN WILL BE ESTABLISHED. THE NOTICE SHALL BE SUBMITTED AT LEAST TWENTY-EIGHT CALENDAR DAYS, BUT NOT MORE THAN SIXTY CALENDAR DAYS, IN ADVANCE OF THE PROPOSED DATE. START OF A NEW TRAFFIC PATTERN WILL NOT BE PERMITTED PRIOR TO THE DATE STATED IN THE NOTICE. THE CONTRACTOR SHALL CONFIRM, IN WRITING TO THE RE, THE PROPOSED DATE OF THE NEW TRAFFIC PATTERN SEVEN (AND/OR FOURTEEN) DAYS BEFORE STARTING TRAFFIC CONTROL MEASURES FOR THE ESTABLISHMENT OF THE NEW PATTERN. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CAN NOT BE COMPLETED ON THE PROPOSED DATE.
 - STARTING THE ESTABLISHMENT OF A NEW PERMANENT TRAFFIC PATTERN SHALL BEGIN NO EARLIER THAN 11:00 PM FRIDAY AND SHALL BE COMPLETED AND READY FOR OPERATIONS BY 6:00 PM THE FOLLOWING SUNDAY. THE ESTABLISHMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE LANE CLOSURE HOURS SPECIFIED IN THE CONTRACT.
 - ADVANCE NOTICES SENT PRIOR TO THE PRE-CONSTRUCTION MEETING SHALL BE ADDRESSED TO THE CONTACT PERSON AS SPECIFIED IN SUBSECTION 101.04 OF THE SPECIAL PROVISIONS.
 - C. PROGRESS NOTICES
 - ALL "IMPACTS TO NORMAL TRAFFIC FLOW" SCHEDULED FOR THE SEVEN DAY PERIOD STARTING ON THE FOLLOWING MONDAY SHALL BE SUBMITTED TO THE RE BY 9:00 AM OF EACH FRIDAY ON WEEKLY FORM TO-101 PROVIDED BY THE DEPARTMENT.
 - EACH DAY OF "TEMPORARY LANE CLOSURES" SHALL BE SUBMITTED TO THE RE BY 9:00 AM THE DAY IN ADVANCE OF THE START OF THOSE OPERATIONS ON DAILY FORM TO-102 PROVIDED BY THE DEPARTMENT.
 - "TEMPORARY LANE CLOSURES" FOR WEEKENDS SHALL BE SUBMITTED TO THE RE BY 9:00 AM ON THE IMMEDIATELY PRECEDING FRIDAY ON THE DAILY FORM TO-102 PROVIDED BY THE DEPARTMENT.
 - D. CHANGES TO THE SCHEDULED CLOSURES
 - REQUEST FOR A CHANGE TO THE TRAFFIC CONTROL REQUIREMENTS IN THE CONTRACT DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE RE AS FOLLOWS:
 - CHANGES TO THE SCHEDULED HOURS FOR "TEMPORARY LANE CLOSURES" SHALL BE SUBMITTED TO THE RE. AT LEAST EIGHT CALENDAR DAYS IN ADVANCE OF WHEN THE CHANGE IS PROPOSED TO START.
 - OTHER PROPOSED CHANGES TO "TEMPORARY LANE CLOSURES" AND ALL CHANGES TO "PERMANENT LANE CLOSURES" SHALL BE SUBMITTED TO THE RE AS SPECIFIED IN THE SPECIFICATIONS.

TCD-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS