

SUPPLEMENTARY SPECIFICATIONS

FOR

JERSEY CITY SCHOOL CROSSING SAFETY IMPROVEMENTS-2013, PHASE 4

FEDERAL PROJECT NO. HSP-C00S (656)
JERSEY CITY PROJECT NO. 11-025

CITY OF JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC AND TRANSPORTATION

ROBERT J. KAKOLESKI, B.A.

BRIAN WELLER, DIVISION DIRECTOR

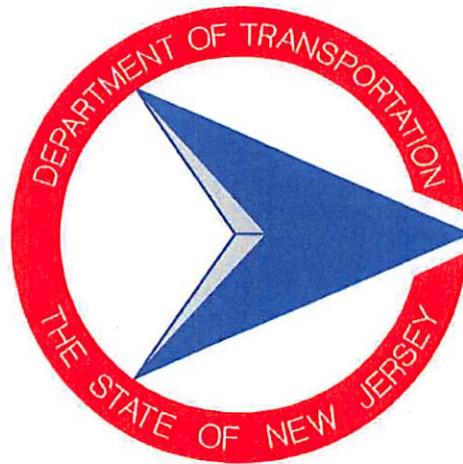

SHYUE-CHENG HUANG, P.E.
CITY ENGINEER

N.J. LICENSE NUMBER 29841

OCTOBER 2014



**State of New Jersey
Department of Transportation**



**Supplementary Specifications
For
Federal Aid Projects**

Chris Christie
Governor

James S. Simpson
Commissioner

Kim Guadagno
Lt. Governor

Edition 2011

SUPPLEMENTARY SPECIFICATIONS FOR FEDERAL AID PROJECTS

FOR THE CONSTRUCTION OF

JERSEY CITY SCHOOL CROSSING SAFETY IMPROVEMENTS-2013, PHASE 4

IN THE CITY OF JERSEY CITY

COUNTY OF COUNTY OF HUDSON

AUTHORIZATION OF CONTRACT

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq and Title 23 of the United States Code - Highways.

SPECIFICATIONS TO BE USED

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project and the execution of the Contract.

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Davis-Bacon web site at <http://www.access.gpo.gov/davisbacon/nj.html> under the appropriate county, select the construction type heading: HIGHWAY.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

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 web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The following FHWA funded project Attachments that are located after Division 1000 in these Supplemental Specifications:

1. Required Contract Provisions, Federal-Aid Construction Contracts (Form FHWA-1273).
2. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

3. **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).**
4. **State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA.**
5. **Emerging Small Business Enterprise Utilization Attachment, FHWA Funded Contracts.**
5. **Disadvantaged Business Enterprise Utilization Attachment, FHWA Funded Contracts**
- 5(A) **The Incentive Program, Disadvantaged Business Enterprise Utilization Attachment for FHWA Funded Contracts.**
6. **Equal Employment Opportunity Special Provisions.**
7. **Special Contract Provisions for Investigating, Reporting, and Resolving Employment Discrimination and Sexual Harassment Complaints.**

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 five (5) 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, General Services Administration, CN-039, Trenton NJ 08625 (609-633-3990).

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 "basis of payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2007 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2007 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, 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.

DIVISION 100 - GENERAL PROVISIONS

THE FOLLOWING SECTIONS OF THE NJDOT STANDARD SPECIFICATIONS ARE DELETED:

SECTION 101 - GENERAL INFORMATION

**SECTION 102 - BIDDING REQUIREMENTS AND
CONDITIONS**

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

SECTION 104 - SCOPE OF WORK

SECTION 105 - CONTROL OF WORK

SECTION 106 - CONTROL OF MATERIAL

SECTION 107 - LEGAL RELATIONS

SECTION 108 - PROSECUTION AND PROGRESS

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SPECIAL PROVISIONS

DIVISION 150 – CONTRACT REQUIREMENTS

The following Sections of the NJDOT Standard Specifications are deleted:

SECTION 151 – PERFORMANCE BOND AND PAYMENT
BOND

SECTION 152 – INSURANCE

SECTION 153 – PROGRESS SCHEDULE

SECTION 154 – MOBILIZATION

SECTION 155 – CONSTRUCTION FIELD OFFICE

SECTION 156 – MATERIALS FIELD LABORATORY
AND CURING FACILITY

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

SECTION 161 – FINAL CLEAN-UP

THESE SECTIONS OF THE NJDOT STANDARD SPECIFICATIONS ARE
CHANGED TO THE REQUIREMENTS OF THE CITY OF JERSEY CITY AS
SHOWN BELOW:

**NOTICE TO BIDDERS
INFORMATION TO BIDDERS
GENERAL CONDITIONS
SCHEDULE OF REQUIRED SUBMITTALS
TECHNICAL SPECIFICATIONS
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ABBREVIATIONS

Abbreviations of names of Associations, Institutes or Agencies used throughout the Contract Documents are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
AGA	American Gas Association
AIA	American Insurance Association
AISC	American Institute of Steel Construction, Incorporated
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APHA	American Public Health Association
API	American Pipe Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Incorporated
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers' Bureau

ABBREVIATIONS

AWS	American Welding Society
AWWA	American Water Works Association
BOG&T	Bureau of Geology and Topography, State of New Jersey
CIPRA	Cast Iron Pipe Research Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
EI	Edison Electrical Institute
EIA-J	Electronic Industries Association - Japan
EPA	Environmental Protection Agency of the United States Government
FEDSPEC	Federal Specification
FS	Federal Specification, General Services Administration
IEEE	Institute of Electrical and Electronics Engineers
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
JCIA	Jersey City Incinerator Authority
JCMUA	Jersey City Municipal Utilities Authority
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NJAC	New Jersey Administrative Code

ABBREVIATIONS

NJDEPE	New Jersey Department of Environmental Protection and or Energy
NJDEP	Formerly New Jersey Department of Environmental Protection)
NJDOT	New Jersey Department of Transportation
NJSA or NJS or NJRS	New Jersey Statutes Annotated
NJSS or SS	New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction, 2007, as currently amended. Also called Standard Specifications
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCI	Precast/Prestressed Concrete Institute
PSE&G	Public Service Electric & Gas Company
SCS	Soil Conservation Service (Local Agency; Hudson-Essex-Passaic Soil Conservation District)
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories Incorporated
USDOTFHA	United States Department of Transportation Federal Highway Administration
WPCF	Water Pollution Control Federation

UTILITY CONTACTS

Listed below are the major and most common utility companies which have utilities located within the City of Jersey City. The names of their representatives are shown for your information.

Before any digging, the Contractor must call 811 OR 1-(800) -272-1000 for a markout of all existing underground utilities within project limits.

GAS

**Public Service Electric & Gas
Gas Distribution, Central Gas Div.**
444 St. Paul's Avenue
Jersey City, New Jersey 07306
Jim Cavanaugh, Distribution Supervisor
(201) 420 - 3950

STORM & SANITARY SEWER

**J. C. Municipal Utilities Authority
Bureau of Sewer Engineering**
555 Route 440
Jersey City, New Jersey 07305
Richard Haytas
Maintenance Supervisor
(201) 432 - 1150

ELECTRIC

**Public Service Electric & Gas Co.
Electric, Palisades Division**
325 County Avenue
Secaucus, New Jersey 07094
Sue Woodell
Engineering Support
(201) 330-6456
Onivaldo Rodrigues,
Onivaldo.rodrigues2@pseg.com
Service Consultant
(201) 330-6558

CABLE TV

Comcast, Freedom region
2121 Kennedy Boulevard
Jersey City, New Jersey 07305
Kevin Davis
Construction Coordinator
Office: (201) 526-9978 Ext. 6290978
Cell:(201) 522-4437

TELEPHONE

Verizon - New Jersey, Inc.
1500 Teaneck Road 2nd Floor
Teaneck, New Jersey 07666
Dwight Green, OSP Engineer
Network-VSO
(201) 567-6366

WATER (OWNER)

**J. C. Municipal Utilities Authority
Bureau of Water Engineering**
555 Route 440
Jersey City, New Jersey 07305
Rajiv Prakash, Senior Engineer
(201) 209-0319

UTILITY CONTACTS

WATER (MANAGER)
UNITED WATER JERSEY CITY

233 Coles Street (At 13th Street)
Jersey City, New Jersey 07302

Michael Leahy, Superintendent
T&D Operations
(201) 538-0225
Don Kraker, Foreman
Construction & Distribution
(201) 459-1826

**TRAFFIC SIGNALS/LOOP DETECTORS/
VEDIO IMAGE DETECTORS**

City of Jersey City
Division of Architecture, Engineering, Traffic &
Transportation
575 Route 440
Jersey City, New Jersey 07305
Joao D' Souza
(201) 547- 4470
JOAO@jcnj.org

NOTICE TO BIDDERS

NOTICE TO BIDDERS

Sealed proposals will be received, and opened by the Director of Purchasing at 394 Central Avenue, Suite 2, Jersey City, New Jersey 07307 on _____, at 11:00 A.M. for Jersey City School Crossing Safety Improvements-2013, Phase 4, in the City of Jersey City.

This is a federally funded project. This project involves the installation of high visibility textured decorative crosswalks (polymer cement slurry surface) outlined with thermoplastic traffic stripes at twenty-one (21) street intersections and mid blocks in proximity to twelve (12) Jersey City public elementary schools. Also include the removal of existing thermoplastic crosswalks striping, where required, before placing the textured (decorative) crosswalk, and a small amount of concrete quantities for ADA compliance curb ramps with detectable warning surface. This project must be completed within One Hundred and Twenty (120) consecutive calendar days from the date of notice to proceed.

Questions by prospective bidders concerning this bid must be done online at www.bidsync.com

Contract Documents, Specifications and Bid Forms may be downloaded by going online to: www.bidsync.com. Bid Plans/Drawings may be obtained at the Office of the Director of Purchasing, 394 Central Avenue, Suite 2, Jersey City, New Jersey, 07307. (201)-547-4896 or (201)-547-5155.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Director, City of Jersey City Division of Purchasing, 394 Central Avenue, Jersey City, New Jersey 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director. Bid Proposal must comply with specifications.

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Program). Bidders are also required to comply with the provisions of P.L. 2004, c. 57, which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury. These provisions are incorporated herein by Reference. Full Requirements of the program may be obtained with Proposal Forms.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

Bid Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) percent of the Total Bid Price; but not more than Twenty Thousand Dollars (\$20,000.00) nor less than Five Hundred Dollars (\$500.00).

The Director of Purchasing reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the interests of the City to do so.

Peter Folgado,
Director of Purchasing

INFORMATION TO BIDDERS

INFORMATION TO BIDDERS

1. INTENT OF CONTRACT DOCUMENTS:

Under these Specifications and the Contract which will be based thereon, it is proposed that the Bidder shall furnish all materials, equipment, tools, labor and supervision necessary to complete the Work upon which he bids in strict accordance with the Plans and Specifications.

The intent of the Contract Documents is to obtain a complete job, satisfactory to the Engineer. It shall be understood that the Bidder has satisfied himself as to the full requirements of the Contract Documents and has based his Proposal upon such understanding.

2. TERMS:

When the following terms are used in the Contract Documents, the intent and meaning shall be as follows:

ACCEPTANCE: The term "Acceptance" means the formal written acceptance of the Project by the Municipal Engineer which has been completed in all respects in accordance with the Contract Documents.

AWARD: The term "Award" means the decision of the City Council to accept the Proposal of the lowest responsible Bidder, subject to the execution and approval of a satisfactory Contract based thereon and Bonds to secure the performance thereof, and such conditions as may hereinafter be specified or as may be specified or required by law.

BY OTHERS: The term "by others" refers to a person, firm or corporation other than the Contractor or its surety or persons, firms or corporations in a contractual relationship with the Contractor or the Surety, such as a Subcontractor, supplier, fabricator or consultant at any tier. "By others" shall include the City or other public body.

CITY: The term "City" refers to the City of Jersey City, a Municipal Corporation and body politic of the State of New Jersey, with its principal office at City Hall, 280 Grove Street, Jersey City, New Jersey 07302-3698.

CITY COUNCIL: The term "City Council" refers to the governing body, as created by law, for the City of Jersey City.

CONTRACT: The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents form the Contract between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

CONTRACTOR: The term "Contractor" means the individual, partnership, firm, corporation, or any acceptable combination thereof contracting with the City for performance of the prescribed Work. Throughout the Contract Documents the Contractor is referred to as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

DEPARTMENT: The term "Department" means the Department of Administration, Division of Engineering, Traffic and Transportation of the City of Jersey City, State of New Jersey.

ENGINEER: The term "Engineer" means the Municipal Engineer, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

Note: In order to avoid repetition, whenever the following words are used, it shall be understood as if they were followed by the words "to the Engineer" or "by the Engineer":

"acceptable, accepted, added, allowed, applied, approved, assumed, authorized, awarded, calculated, charged, checked, classified, computed, condemned, conducted, considered, considered necessary, contemplated, converted, deducted, deemed, deemed necessary, deleted, designated, determined, directed, disapproved, divided, documented, established, evaluated, examined, excluded, furnished, given, granted, included, incorporated, increased, indicated, inspected, insufficient, issued, made, marked, measured, modified, monitored, notified, observed, obtained, opened, ordered, paid, paid for, performed, permitted, provided, received, recorded, reduced, re-evaluated, rejected, removed, required, reserved, retested, returned, sampled, satisfactory, scheduled, specified, stopped, submitted, sufficient, suitable, supplied, suspended, taken, tested, unacceptable, unsatisfactory, unsuitable or used".

MUNICIPAL ENGINEER: The term "Municipal Engineer" refers to the Municipal Engineer of the City of Jersey City.

PRESIDING OFFICER: The Purchasing Agent or his designee in charge of receipt of Bids. The Presiding Officer opens each meeting for the receipt of Bids and declares when the receipt of Bids has been closed.

PRECONSTRUCTION CONFERENCE: The initial project meeting conducted by the Engineer, normally held after Award of the Contract and prior to the start of Work. A separate utility preconstruction conference may be scheduled. The Contractor shall attend preconstruction conferences.

PROPOSAL: The term "Proposal" means the offer of a Bidder, properly signed and guaranteed, on the prepared form furnished by the City, to perform the work at the prices therein.

PROPOSAL BOND: The term "Proposal Bond" or "Bid Bond" means the security furnished with a Bid to guarantee that the Bidder shall enter into the Contract if awarded the Contract.

PURCHASING AGENT: The term "Purchasing Agent" refers to the Purchasing Agent of the City of Jersey City.

SUPERINTENDENT: The Contractor's authorized representative responsible for and in charge of the work. The Superintendent shall be authorized to receive all communications from the City.

SUPPLEMENTARY AGREEMENT: The term "Supplementary Agreement" means a bilateral agreement between the City and the Contractor, executed on a Change Order form, setting forth the negotiated terms and conditions where under changes are to be accomplished, including negotiated adjustments in compensation and time relative to the subject of the agreement excepting only those instances wherein the agreement recites specific exceptions.

WILL: Designates an action to be taken by the City, the Department, the Municipal Engineer, the Engineer or any authorized representative, unless otherwise indicated.

Wherever in the above Standard Specifications reference to the State, Commissioner, Department, Engineer or Inspector is made, it shall be understood to mean the corresponding City of Jersey City municipal body or official whose powers correspond to those of the State body or official therein referred to or their designated representative.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to ascertain for himself all the facts concerning conditions to be found at the location of the Project including all physical characteristics above and/or below the surface of the ground, to fully examine the Plans, Bid Documents, Estimate of Quantities contained in the Schedule of Prices, to read the Specifications, thoroughly and completely, to consider fully these and all other matters which can in any way affect the Work under the Contract and to make the necessary investigations relating thereto; and he agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidders such facts concerning physical characteristics at the location of the Project. The Bidder agrees that he shall make no claim for additional payment or extension of time for completion of the Work or any other concession because of any misinterpretation or misunderstanding of the Contract, on his part, or of any failure to fully acquaint himself with all conditions relating to the Work.

4. PLANS AND SPECIFICATIONS:

The Project shall be performed in strict accordance with the requirements of the Plans and Specifications, subject to Addenda issued by the Municipal Engineer in writing. The Plans and Specifications are intended to complement and supplement each other. Any Work required by either of them and not by the other shall be performed as if denoted both ways. Should any Work be required which is not denoted in the Specifications or on the Plans because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such Work shall be performed as fully as if it were described and delineated. Should there be any conflict between the Plans and Specifications, it shall be resolved according to Section 23 INTENT OF PLANS AND SPECIFICATIONS.

Unless specifically modified therein, the quality of all material furnished and the manner of doing the Work and of paying therefore shall be governed by the applicable requirements of the 2007 New Jersey Department of Transportation "Standard Specifications for Road and Bridge Construction", as currently amended; and are hereby made part of these Specifications and the Contract to be based thereon, as though they were textually incorporated therein.

5. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Plans, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Municipal Engineer in writing at the Division of Engineering, Traffic and Transportation 575 Route 440, Jersey City, New Jersey 07305. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least seven (7) calendar days prior to the date fixed for the opening of Bids, to allow the Municipal Engineer to issue an Addendum prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions or any addition of Items

will be in the form of written Addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt requested to all Prospective Bidders (at the respective addresses furnished for such purpose). All Addenda so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the Bids by the Purchasing Agent who shall give each Bidder or his representative present an opportunity to withdraw his Bid before any Bids are opened. Any objection arising out of an Addendum subsequent to the opening of Bids will not be considered. Failure of any Bidder to receive any such Addendum or interpretation or to attend the reading of the Bids shall not relieve such Bidder from any obligation under his Bid as submitted, including such Addenda. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

6. SUBSURFACE CONDITIONS:

It is the obligation of the Bidder to make his own investigations of subsurface conditions prior to submitting the Proposal. Borings, test excavations and other subsurface investigations, if any, made by the City prior to the construction of the Project, the records of which may be available to the Bidders, are made for use only as a guide for design. Said borings, test excavations and other subsurface investigations are not warranted to show the actual subsurface conditions.

Any interpretations of the City's subsurface investigation records made by the Bidder as to the types, characteristics, quantity and quality of any subsurface material or condition shall be at the sole risk of the Bidder.

The Bidder agrees that he shall make no claims against the City, if in carrying out the Project he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other subsurface investigations.

7. SUBMITTING PROPOSAL:

Each Bid shall be submitted on the prescribed Bid Documents which shall not be removed from the Specifications. All entries shall be in ink or typewritten. Bidders shall submit their Proposals in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the Project as shown in the Notice to Bidders.

When the Proposal is made by an Individual, his Post Office Address shall be stated and he shall sign the Proposal; when made by a Firm or Partnership, its name and Post Office Address shall be stated, and the Proposal shall be signed by one or more of the Partners; when made by a Corporation, its name and principal Post Office Address shall be stated and the Proposal shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Proposals shall be hand delivered to the Purchasing Agent at the time and place stated in the Notice to Bidders; and they will be publicly opened and read aloud on the date, place, and at the time set and stated in the Notice to Bidders.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq., and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

8. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Proposal shall include but not be limited to the following:

- * 1. Certificates of Experience of General Contractor.
2. Certificates of Experience of Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal, pursuant to N.J.S.A. 40A:11-16.
- * 3. Plant and Equipment Questionnaire of General Contractor.
4. Plant and Equipment Questionnaire completed by subcontractors required to be named pursuant to N.J.S.A. 40A: 11-16.
5. Financial Statement (for projects with total base bid price of \$1.0 million or greater, the financial statement shall be a Certified Financial Statement prepared within the past 15 months).
6. Non-Collusion Affidavit.
- *7. Corporation or Partnership Statement.
- *8. Bid Guarantee.
- *9. Consent of Surety.
10. New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal, pursuant to N.J.S.A. 40A:11-16.
11. Equality Information on Substituted Items (if applicable).
- *12. Written acknowledgement of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e).
13. Form MWB-3: Minority/Women Business Compliance Plan.
14. Public Works Contractor Registration Certificates for bidder and all subcontractors named in bid proposal are required pursuant to N.J.S.A. 34:11-56.48 et seq.
15. Exhibit B: Mandatory Equal Employment Opportunity Language.

Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the Bid reception.

The contractor/bidder and all subcontractors named in the bid proposal must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., at the time the bid proposal is received, or the proposal will be determined to be non-responsive and will be rejected. Any non-listed subcontractor must be registered with the Department of Labor prior to physically starting work. A contractor desiring to register should contact the Contractor Registration Unit, Division of Wage and Hour Compliance, New Jersey Department of Labor, P.O. Box 389, Trenton, New Jersey 08625-0389, telephone no. (609) 292-9464, fax no: (609) 633-8591, e-mail: contreg@dol.state.nj.us, website: www.nj.gov/labor/lsse/lspubcon.html.

9. BID GUARANTEE:

Each Proposal shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than Ten Percent (10%) of the Total Price bid in the Proposal; but in no case need the Certified Check, Cashier's Check or Bid Bond or any combination thereof exceed Twenty Thousand Dollars (\$20,000.00) nor shall it be less than Five Hundred Dollars (\$500.00). No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder shall execute the Contract and provide a Performance Bond in the full amount of the Contract.

The Bid Bond is offered as guarantee, made by a Surety Company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the Surety Company authorized to execute Bid Bonds on behalf of the Surety Company. Included with the Bid Bond must be such documents which indicate that the officer or agent is authorized to execute the Bid Bond. If a Certified Check or Cashier's Check is offered as guarantee, it shall be made payable to the City of Jersey City.

10. CONSENT OF SURETY:

All Bidders shall submit with their Bids a certificate from an approved Surety Company, authorized to do business in the State of New Jersey, stating that it will provide the Bidder with a Performance Bond on such sum as required. The Successful Bidder shall be required to furnish a Surety Company Bond in the amount of the Contract conditioned for the faithful performance thereof.

11. WITHDRAWAL OF PROPOSAL:

A Proposal, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any Bid on that Project.

N.J.S.A. 40A:11-23.3 authorize a bidder to request withdrawal of a public 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: Peter Folgado, Director, Division of Purchasing, 1 Journal Square, Second Floor, Jersey City, New Jersey 07307. The bidder must request withdrawal of a bid due to a mistake, as defined by 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, Peter Folgado, Director Division of Purchasing 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 City 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 the 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.

12. CAUSES FOR REJECTION:

Proposals from Bidders who are found to be unqualified and Proposals not accompanied by all required and properly completed Bid Documents shall be rejected.

In addition, causes for rejection of Proposals may include but not be limited to the following:

- A. If prices are obviously unbalanced;
- B. If received from Bidders who have previously performed work in an unsatisfactory manner;
- C. If the Purchasing Agent, at his sole discretion, deems it advisable to do so in the best interests of the City;
- D. If conditions, limitations or provisions are attached by a Bidder to his Proposal;
- E. If Proposals are otherwise irregular or the enclosed or accompanying documents are not completed and properly executed;
- F. If the Bidder has not constructed at least three (3) comparable projects within the previous three (3) years;
- G. If the Bidder does not own sufficient or satisfactory equipment to perform the Work.

13. RETURN OF BID GUARANTEES:

The Bid Guarantees of all except the apparent three (3) lowest responsible Bidders on the Project will be returned within ten (10) working days after the opening of Bids. The Bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the Contract and the approval of the Performance Bond, the Bid Guarantees of the remaining Unsuccessful Bidders will be returned.

Upon execution of the Contract by the Successful Bidder, acceptance by the City of the Performance Bond and the receipt of the Certificates of Insurance, the Bid Guarantee of the lowest Bidder will be returned.

No interest will be paid on any form of Bid Guarantee.

14. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsible, qualified Bidder whose Proposal complies with the requirements as stated herein. Proposals may be rejected where the prices as bid are obviously unreasonable. Award of the Contract will be made by the City Council.

After the Proposals are opened and read, they will be compared on the basis of the correctly determined summation of the correctly determined products of all the quantities for Pay Items shown in the Proposal multiplied by the Unit Prices Bid together with the sums bid for Lump Sum Pay Items. Award will be made on the basis of the correctly computed Total Bid Price.

Any discrepancy between the Total Bid Price stated in the Proposal and a computation of the Total Bid Price from the Unit Prices written in words in the Proposal will be resolved by recomputing the Total Bid Price based on a multiplication of the Estimated Quantities by the Unit Prices stated in words in the Proposal. The mathematical errors thereby being corrected.

In the event of a discrepancy between the unit price bid for any Pay Item and the extension shown for that Item, the Unit Price written in words shall govern. Where a Unit Price is bid for a Pay Item, but no extension is provided, the Engineer will provide the extension based on the Unit Price bid multiplied by the Estimated Quantity for that Pay item. Where an extension is provided by the Bidder, but no Unit Price appears in the space provided in the Proposal, the Engineer will provide the Unit Price by dividing the extension figure, provided by the Bidder, by the Estimated Quantity. Where no figure is provided by the Bidder in both the space provided for the Unit Price and for the extension for one or more Pay Items, or where no figure is provided for one or more Lump Sum Pay Items, the Engineer will consider the amount bid to be zero (\$0.00) for that Item provided, however, that the City may reject such a bid if this result would be unconscionable and it is shown that the failure to include a bid price was an excusable mistake.

In the event a corporation not incorporated in the State of New Jersey is the lowest bidder, it shall be authorized to do business in New Jersey pursuant to NJSA 14A:15 et seq.

The City may reject any and all Proposals when it determines that it is in the public interest to do so. It reserves the right to waive technicalities or to advertise for new Proposals.

A. BID FOR UNIT PRICES CONTRACT:

The Bidder shall state in the Schedule of Prices the price per unit of measure for each scheduled Item of Work for which he shall agree to carry out the

Work; and the Total Price for the performance of the Project, as determined by multiplying each Estimated Quantity contained in the Schedule of Prices by the price per unit of measure bid and adding together the resulting amounts. Unit Prices shall be given in writing and in figures and in the case of variance the prices in writing shall prevail.

B. BID FOR LUMP SUM CONTRACT:

Lump Sum Bid or Base Bid, Alternates and Unit Prices shall all be given in writing and in figures. In case of discrepancy, the amount described in words shall govern. If any of the Alternate(s) listed in the Schedule of Prices does not involve change in price, the Bidder shall so indicate by writing the words "NO CHANGE" on the space provided.

If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate Bid(s) (applied in the numerical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

For the purpose of comparison of Bids received, the Total Bid Price, as stated in the Proposal or as corrected in accordance with the above, will be considered to be the amount bid for the Project and award will be made based on that Total Bid Price. The Purchasing Agent may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all Bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Proposal, or irregularities of any kind may be rejected by the City.

The Purchasing Agent will either award the Contract or reject all Proposals received within sixty (60) calendar days after the formal opening of Proposals. The acceptance of a Proposal will be a notice in writing signed by the Purchasing Agent and no other act shall constitute the acceptance of a Proposal.

15. TIME FOR EXECUTING CONTRACT AND LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any Bidder whose Proposal is accepted shall be required to execute four (4) copies of the Contract, furnish satisfactory Bonds and Certificates of Insurance to the City within ten (10) calendar days after Notice of Award.

The Successful Bidder, upon his failure or refusal to execute and deliver the signed Contract, Bonds and Certificates of Insurance required, within ten (10) calendar days after

receipt of the Contract, shall forfeit the Certified Check, Cashier's Check or Bid Bond to the City as liquidated damages for such failure or refusal.

The damages to the City for breach as above provided will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Bidder shall be retained by the City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as hereinbefore provided, the City Council may, as their option, determine that such Bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof shall be null and void; and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any Work started or materials delivered prior to said execution of the Contract shall be at the Bidder's risk.

16. PERFORMANCE BOND:

Within ten (10) calendar days of the date of award of the Contract, the Bidder to whom the Contract has been awarded shall furnish and deliver Surety Company Bond, conditioned for the faithful performance and completion of the Work and for the payment of all lawful claims and bills against the Contractor for all labor, material, tools and equipment used in or in connection therewith. The Bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of said Bond shall have been met by the Contractor or person primarily liable for the payment thereof or by the Surety on said Bond.

The Bond, required for the faithful performance of the Contract, shall be in such sum equal to One Hundred Percent (100%) of the Total Contract Price; and shall be satisfactory to the Corporation Counsel of the City; and shall be executed by a Surety Company licensed to do business in the State of New Jersey, in compliance with NJSA 2A:44-143 to 147 and amendments thereof and supplements thereto. In no case shall the Contractor begin Work prior to approval of said Bond by the City.

No separate payment shall be made for the Performance Bond but the costs for this Bond shall be included in the prices bid for the various items scheduled in the Proposal.

17. CERTIFICATES OF INSURANCE:

The Contractor shall also supply to the City, its successors or assigns, at the time the Contract is signed, Certificates of Insurance in such amounts as described elsewhere in these Specifications, which shall be maintained by the Contractor during the life of the Contract. All insurance shall name the City of Jersey City as coinsured.

18. ESTIMATED QUANTITIES AND UNIT PRICES:

The Unit Prices bid in each of the Items included in the Proposal shall cover all costs, of whatever nature, incidental to the Work. In explanation but not in limitation thereof, these

costs shall include the cost of all Work, labor, material, equipment, transportation and all else necessary to perform and complete the Project in the manner and within the time required, and all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the Project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials.

The Estimate of Quantities specified in the Schedule of Prices covering all Work to be done and materials to be furnished is approximate only and is given solely to be used as a uniform basis for comparison of Bids. The Engineer reserves the right to increase or diminish any or all quantities, or to omit any, if it is deemed necessary to do so.

If any part is so withdrawn by the City, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the Work contemplated, or for loss of anticipated profits, or for Work done prior to his having been authorized to proceed therewith.

19. LUMP SUM PRICE:

The Lump Sum Price in the Proposal shall cover all costs, of whatever nature, incident to and growing out of the Work. In explanation but not in limitation thereof, these costs shall include the cost of all Work, labor, material, equipment, transportation and all else necessary to perform and complete the Project in the manner and within the time required, and all incidental expenses for unforeseen difficulties encountered for settlement of damages, and for replacement of defective work and materials.

20. CHANGES - EXTRA WORK FOR UNIT PRICE CONTRACT:

The City, through the Engineer, may at any time desire changes in either the quantity or the quality of Work or materials to be performed or furnished. These changes may be such as to either reduce or to increase quantities specified or may call for Extra Work or materials not contemplated in the original Schedule of Prices in the Proposal.

The City, through the Engineer, may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any Bonds given by him pursuant to the Contract provisions, and without relieving or releasing the Surety or Sureties of said Bonds. All such changes in the Work will be authorized by written Change Order, the Total Contract Price and the Contract Time being adjusted accordingly; and shall be executed under the terms of the original Contract unless it is expressly provided otherwise. The Change Orders shall be limited to the following types:

- A. Emergency occurrence affecting health, safety or welfare.
- B. Unforeseeable problems.
- C. Minor modifications to effect economics, improve service or resolve minor problems with affected property owners.

When the Extra Work to be performed is of a kind not embraced in the Proposal or being so embraced is to be done at a lesser or greater price or quantity than originally agreed upon, the Contractor shall be furnished a written Change Order signed by the Engineer and approved by the City Council. Said Change Order shall state the Extra Work to be done, the amount to be paid therefor, and the number of additional days, if any, that will be added to the time specified for the completion of the entire Project covered by this Contract.

The price stated in this written Change Order representing the sum to be added to or deducted from the Total Contract Price shall be determined as follows:

- (1) By such applicable Unit Prices, if any, as are set forth in the Contract; or
- (2) If no such Unit Prices are set forth, then by a Lump Sum mutually agreed upon by the City and the Contractor; or
- (3) If no such Unit Prices are so set forth and if the parties cannot agree upon a Lump Sum then by the actual net cost in money to the Contractor of:
 - a. The wages of applied labor, including foreman, required for such Extra Work. Labor rates shall be as per current New Jersey Department of Labor Prevailing Wage Rates plus forty-six (46%) percent of the Prevailing Wage Rate for other direct cost of labor to the Contractor, which includes taxes (eg. FICA, FUTA, SUTA, SDI, etc.), insurance premiums (Workmen's Compensation Insurance, General Liability, etc.), bond premiums (Performance and Payment Bonds, etc.), plus benefits listed in the Prevailing Wage Rates;
 - b. Plus the materials entering permanently into such Extra Work;
 - c. Plus such rental for plant and equipment (other than small tools) required and approved for such Extra Work. The Contractor's equipment rates shall be as per the monthly rates in the current "Blue Book";
 - d. Plus power and consumable supplies for the operation of power equipment required for such Extra Work;
 - e. Plus fifteen (15%) percent of a, b, c and d above as compensation for all other items and profits, and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances made by the Contractor to the Subcontractors, the use of small tools and any other general expenses. The Contractor's compensation for overhead and profit shall be limited to five (5%) percent on Work performed by a Subcontractor. All time and material quantities shall be verified by the Engineer on a daily basis.

When Extra Work is performed under Method 3, the Contractor shall furnish satisfactory bills, certified payrolls and vouchers covering all items of cost, and when required, shall give the Engineer access to accounts relating thereto.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as hereinafter provided. Under no circumstances shall the Contractor perform Work in excess of the quantities delineated in the Proposal without a written Change Order issued by the City. The City shall not be liable for any claims for Work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Bidder that any delays necessary to institute a Change Order, resolved by the City Council, shall not be a basis for claims for additional compensation. Wherever possible the Contractor shall mobilize his forces to construct another portion of the Project while awaiting said written Change Order.

21. CHANGES - EXTRA WORK FOR LUMP SUM CONTRACT:

The City, through the Engineer, may at any time desire changes in either the quantity or the quality of Work or materials to be performed or furnished. These changes may be such as to either reduce or to increase quantities specified or may call for Extra Work or materials not contemplated in the original Schedule of Prices in the Proposal.

The City, through the Engineer, may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any Bonds given by him pursuant to the Contract provisions, and without relieving or releasing the Surety or Sureties of said Bonds. All such changes in the Work will be authorized by written Change Order, the Total Contract Price and the Contract Time being adjusted accordingly; and shall be executed under the terms of the original Contract unless it is expressly provided otherwise. The Change Orders shall be limited to the following types:

- A. Emergency occurrence affecting health, safety or welfare.
- B. Unforeseeable problems.
- C. Minor modifications to effect economics, improve service or resolve minor problems with affected property owners.

When the Extra Work to be performed is of a kind not embraced in the Proposal or being so embraced is to be done at a lesser or greater price or quantity than originally agreed upon, the Contractor shall be furnished a written Change Order signed by the Engineer and approved by the City Council. Said Change Order shall state the Extra Work to be done, the amount to be paid therefor, and the number of additional days, if any, that will be added to the time specified for the completion of the entire Project covered by this Contract.

The price stated in this written Change Order representing the sum to be added to or deducted from the Total Contract Price shall be determined as follows:

- 1. By such applicable Unit Prices, if any, as are set forth in the Contract; or
- 2. If no such Unit Prices are set forth, then by a Lump Sum mutually agreed upon by the City and the Contractor; or
- 3. If no such Unit Prices are so set forth and if the parties cannot agree upon a Lump Sum, then by the actual net cost in money to the Contractor of:

- a. The wages of applied labor, including foreman, required for such Extra Work. Labor rates shall be as per current New Jersey Department of Labor Prevailing Wage Rates plus forty-six (46%) percent of the Prevailing Wage Rate for other direct cost of labor to the Contractor, which includes taxes (eg. FICA, FUTA, SUTA, SDI, etc.), insurance premiums (Workmen's Compensation Insurance, General Liability, etc.), bond premiums (Performance and Payment Bonds, etc.), plus benefits listed in the Prevailing Wage Rates;
- b. Plus the materials entering permanently into such Extra Work;
- c. Plus such rental for plant and equipment (other than small tools) required and approved for such Extra Work. The Contractor's equipment rates shall be as per the monthly rates in the current "Blue Book";
- d. Plus power and consumable supplies for the operation of power equipment required for such Extra Work;
- e. Plus fifteen (15%) percent of a, b, c and d above as compensation for all other items and profits, and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances made by the Contractor to the Subcontractors, the use of small tools and any other general expenses. The Contractor's compensation for overhead and profit shall be limited to five (5%) percent on Work performed by a Subcontractor. All time and material quantities shall be verified by the Engineer on a daily basis.

When Extra Work is performed under Method 3, the Contractor shall furnish satisfactory bills, certified payrolls and vouchers covering all items of cost, and when required, shall give the Engineer access to accounts relating thereto.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as hereinafter provided. Under no circumstances shall the Contractor perform Work in excess of the quantities delineated in the Proposal without a written Change Order issued by the City. The City shall not be liable for any claims for Work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Bidder that any delays necessary to institute a Change Order, resolved by the City Council, shall not be a basis for claims for additional compensation. Wherever possible the Contractor shall mobilize his forces to construct another portion of the Project while awaiting said written Change Order.

22. SUBSTITUTIONS:

Each Bidder represents that his Proposal is based upon the materials and equipment described in the Bidding Documents.

Where materials are specified by a trade name or manufacturer's model or catalog number, the name product shall be constructed to read " or equivalent", If a Bidder substitutes any material, other than those named in the Specifications, such material shall be equivalent in all respects to the named products specified. The burden of submitting adequate information to prove equivalency of substituted materials shall be the responsibility of the Contractor.

All information necessary to prove equivalency of substituted materials should be included with the proposal submitted at the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute: physical dimensions, pattern, colors, weight effect on other trades, availability, cost, performance and test data, guarantee and other properties.

Where a Contractor substitute materials, he shall submit two (2) samples of materials specified and two (2) samples of material considered by contractor to be an equivalent, along with technical information on each. Where the Contractor's information on products is insufficient to determine "equivalency", laboratory tests will be required. A private laboratory will be selected by the Engineer to conduct test; the cost of which will be paid by the Contractor regardless of the test result. All modifications to existing work or to adjoining work, which are necessary to accommodate any item offered as equivalent, shall be performed at no additional cost to the City. The Contractor shall substantiate in writing, by economic analysis, that items offered as equivalents, will cause no addition in maintenance, fuel, or utility cost over the items shown or specified and have an equal life expectancy.

If after review of all submitted material, the substitution is deemed not an equivalent, the Bid will be rejected.

All materials, equipment and assemblies shall be accompanied by manufacturer's instructions pertaining to installation, use and maintenance, as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All materials shall be used in strict accordance with manufacturer's instruction, which will include instructions for appropriate reconditioning of existing or previously applied materials in a manner that will provide conditions to ensure satisfactory completed Work.

23. INTENT OF PLANS AND SPECIFICATIONS:

It is the intent of these Contract Documents to detail a complete job and to specify the Work to be accomplished. The Plans and Specifications are complementary and what is called for by one shall be binding as if called for by both.

Interpretation of the Drawings and Specifications shall be given preference in the following order:

1. Addenda to the Specifications (Later dates to take precedence over earlier dates)
2. Addenda to the Drawings (Later dates to take precedence over earlier dates)
3. Contract Specifications
4. Standard Specifications

5. Contract Drawings (Notes on Drawings to take precedence over other data on Drawings)

In case the Contractor finds the Specifications or Plans are not sufficiently clear or complete, he shall request the Engineer to provide Supplementary Plans and Specifications and the Engineer will provide such additional information as may be necessary. Such request shall be made in writing at least two (2) weeks prior to the time such Drawings or Specifications are to be needed; and no delay, caused by the tardiness of the Engineer, in supplying such information shall be considered as neglect or default on his part unless written application shall have been so made.

The Engineer shall have the authority to resolve any controversy as to the meaning and intent of these Plans and Specifications and he shall have the right to correct any errors or omissions therein for the proper completion of the Project.

The Contractor shall secure and maintain at the Project Site at least one (1) copy of the New Jersey Department of Transportation "Standard Specifications for Road and Bridge Construction", dated 2007 as currently amended and one (1) copy of the New Jersey Department of Transportation, " Standard Roadway Construction Traffic Control-Bridge Construction details", dated 2007 as currently amended, one (1) copy of the New Jersey Department of Transportation " Standard Electrical Details", dated 2007 as currently amended and one (1) Copy of the United States Department of Transportation, Federal Highway Administration " Manual on Uniform Control Devices for Streets and Highways ", as currently amended.

The Contractor shall also keep at least one (1) set of the Plans and Specifications on the Project Site at all times.

24. RESPONSIBILITY OF WORK:

The Contractor assumes full responsibility for materials and equipment employed in the construction of the Project and agrees to make no claim against the City for damages to such materials and equipment from any cause whatsoever. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the Project, or to any part thereof, due to any cause whatsoever.

The provisions of the foregoing paragraph shall not be a waiver of the Contractor's guarantee to replace defective work and materials during the maintenance period after Date of Acceptance.

The Contractor shall make good all Work damaged or destroyed before the final acceptance of the Project and the cost thereof shall be included in the prices bid for various Items scheduled in the Proposal.

25. LAWS, ORDINANCES, REGULATIONS AND PERMITS:

The Successful Bidder shall secure all permits, insurance, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and regulations by all

governmental agencies affecting the Work at his own expense. The Successful Bidder shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the Contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order or decree, whether by himself or his employees.

The Contractor shall, at his own expense, secure and pay to the appropriate Department of the City of Jersey City the fees or charges for all permits for street openings, street closing and/or barricading, building, electrical, plumbing, water required by the City of Jersey City or any of its agencies.

The Contractor shall comply with applicable City laws and ordinances governing the disposal of surplus excavation materials, debris and rubbish on or off the Project Site and commit no trespass on any public or private property in any operation due to or connected with the Work embraced in this Contract.

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein; and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

27. INSURANCE:

Certificates of Liability and Workmen's Compensation Insurance satisfactory to the City shall be filed with the City at the time the Contract is signed. All of the Contractor's insurance coverages shall contain a clause indemnifying and saving harmless the City of Jersey City, the Municipal Engineer, their successors or assigns and their other agents from any and all liability of whatever nature arising from the Work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certificates of Insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy.

The Contractor shall not commence Work under the Contract or under any special condition until he has obtained all insurance as required under the following subparagraphs; and until such insurance coverages have been approved by the City; nor shall the Contractor allow

any Subcontractor to commence Work on his Subcontract until all similar insurance coverages required of the Subcontractor have been obtained and approved.

The Contractor shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all his employees employed at the Project Site and, in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the Project Site is not protected under Worker's Compensation Statutes, the Contractor shall provide and shall cause each Subcontractor to provide Compensation Insurance with a private company in an amount equivalent to that provided by the Worker's Compensation Statutes for the protection of his employees not otherwise protected.

The Contractor shall obtain and keep in force, during the term of the Contract, General Liability Insurance in companies and in form to be approved by the City. Said insurance shall provide coverage to the Contractor, any Subcontractor performing Work provided by this Contract, the City of Jersey City, its successors and assigns. The City of Jersey City, its successors and assigns, its officers, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policy insofar as the Work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City of Jersey City, its successors and assigns, the Contractor, any Subcontractor or by anyone directly or indirectly employed by them.

The minimum policy limits of such insurance shall be as follows:

A. General Liability:

General Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for injuries, including wrongful death, per each occurrence. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey; and shall be taken out before any operations of the Contractor are commenced; and shall be kept in effect until all operations shall be satisfactorily completed.

B. Special Hazards Insurance:

The following special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required or by separate policies of insurance:

- (a) blasting and explosion;
- (b) collapse of or structural injury to any structure or facility due to:
 - (1) excavation or pumping,
 - (2) shoring or demolition of any structure or the removal or rebuilding of any structural support thereof;
- (c) all vehicles and equipment;

(d) the term "caused by accident" in the standard policy shall be broadened by the inclusion of the term "occurrence".

C. Automobile Insurance:

Automobile Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than One Million Dollars (\$1,000,000.00) on account of injury or death per occurrence;

D. Fire Insurance:

Liability shall be in an amount satisfactory to the City to adequately protect the Contractor and City from hazards of fire and any resulting damage to his Work.

E. Notice of Change:

Each and every insurance policy required by the terms of this Contract shall carry endorsement to the effect that the Insurance Company shall give at least ten (10) calendar days notice to the City of any modification or cancellation of any policy or policies.

F. Builder's Risk Coverage

In the case of new construction or substantial rehabilitation, contractor must also secure Builder's Risk Coverage equal to the amount of the completed project.

G. Umbrella Policy

An umbrella policy in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in aggregate and written on a following form basis. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey; and shall be taken out before any operations of the contractor are commenced; and shall be kept in effect until all operations shall be satisfactorily completed.

28. INDEMNITY:

The Contractor agrees to save the City of Jersey City, its successors and assigns, its officers, agents, servants, and employees as their interest may appear, harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the City, Contractor, Subcontractors, agents, and employees in the performance of the Contract and shall, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, its successors or assigns, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury, by reason of such carelessness or negligence, and shall pay any judgement which may be obtained against the City of Jersey City, its successors or assigns, its officers, agents, servants, and employees as their interests may appear, in such suit.

The cost of such indemnification shall be included in the prices bid for the various scheduled Items in the Proposal. As much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Engineer may be retained by the City and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect is furnished to the Municipal Engineer.

29. SUBMISSION OF POST BID INFORMATION:

Upon request by the Engineer, A selected bidder shall within seven (7) calendar days thereafter submit the following:

- A. A statement of costs for each major item of Work included in the Proposal.
- B. A designation of the Work to be performed by the Bidder with his own forces.
- C. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the Contract Documents or, if no portions are so designated, the names of the Subcontractors proposed for the principal portions of the Work.

The Bidder shall be required to establish to the satisfaction of the Engineer the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the Engineer will notify the Bidder in writing if the Engineer, after due investigation, has reasonable and substantial objection to any person or organization or such list. If the Engineer has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder shall obtain another Subcontractor satisfactory to the Engineer.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct his work with the least possible obstruction to traffic. The convenience of the public and of the residents adjacent to the Project, and the protection of persons and property, are of first importance and shall be provided for by the Contractor in an adequate and satisfactory manner. Adequate temporary crossings shall be constructed and maintained where access to adjacent property is desired, the fire hydrants shall be kept accessible.

Trucks hauling materials shall have tight tail gates and shall be loaded with adequate freeboard of not less than three (3) inches without precarious cones or piles of material.

The Contractor shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

The Contractor shall employ construction methods and means that will keep airborne dust to the minimum. He shall provide for the laying of dust retardants on the Project, and on roads, streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use, are affected by such dust caused by his hauling or other operations. The materials and methods used for retardant laying shall be subject to the approval of the Engineer. The cost of carrying out the foregoing provisions shall be included in the prices bid for the various items scheduled in the Proposal.

The Contractor shall conduct his operations in such a manner as to provide maximum safety for all employees on the work and the public as well. He shall comply promptly with such safety regulations as may be prescribed by the Engineer and shall, when so directed by the Engineer or his duly authorized agents, properly correct any unsafe conditions created by or unsafe practices on part of his employees. In the event of the Contractor's failure to comply, the Engineer may take the necessary measures to correct the conditions or practices and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility herein.

2. FAILURE TO MAINTAIN STREETS IN SAFE CONDITION:

In the event that the Contractor fails to maintain trenches and roads in a safe and passable condition following pipe laying or fails to clean up or fails to install and maintain pavement replacement over trenches, the City shall have the right to order this work done by others at the cost and expense of the Contractor. The Contractor will be given notice of the unsatisfactory condition. After such notice is submitted to the Contractor, the City may order this work done and deduct the cost of same from payment due under this Contract.

3. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes, and the rules and regulations of the United States Occupational Safety and Health Administration, shall be observed. Machinery, equipment and other hazards of whatsoever character shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable Federal, State and City laws and regulations.

If any operation, practice or condition during the course of the work be deemed by the Engineer to be unsafe, the Contractor shall take corrective action when notified in writing by the Engineer. However, where in the opinion of the Engineer, any operation, practice or condition endangers persons or property, it shall be discontinued and adequate remedial action taken before the affected part of the work is resumed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the work at all times.

4. PROPERTY DAMAGE:

The Contractor shall protect all property, monuments, trees, existing structures, utilities and work of any kind along and adjacent to the work under this Contract against damage or interruption of service. Damage, injury, loss, or interruption of service resulting from the failure to do so shall be repaired or restored promptly by the Contractor at his own expense.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity to the site, which may be in any way affected by the excavations or other operations connected with the construction or reconstruction of the work embraced in this Contract.

The Contractor shall not enter on or make use of private property in the prosecution of the Project unless written permission therefor is secured in duplicate, from the owner, one copy of which shall be filed with the Engineer. He shall promptly restore or repair, without cost to the City and in a manner satisfactory to its owner, property damaged or destroyed by his operations. Special attention shall be given to the protection of existing landscape features and vegetation.

5. PUBLIC UTILITIES & UNDERGROUND FACILITIES:

The terms public utility or public utilities used in this Article shall be construed to include those publicly and privately owned.

It shall be the Contractor's responsibility to notify in writing all the various utility companies concerned prior to the initial start of construction, so that they will have sufficient time to locate, relocate or construct their facilities. He shall also be responsible for the location of all other underground lines and appurtenances such as existing sanitary sewers and house connections, existing water and gas lines, existing storm drains, etc., whether such underground lines and appurtenances are noted or not noted on the Plans, so as to prevent any direct interference with underground lines being constructed.

The Contractor is responsible for coordinating said work with the utility companies so as not to disrupt the progress of the job nor the workmanship of said improvement. All existing utilities are to be located and adjusted by the various utilities concerned. All the utilities have been located on the drawings by the Engineer as designated by the utility companies. The Engineer does not assume responsibility for said locations. The Contractor must have the utility companies verify said locations.

The Contractor shall at his own expense properly support and maintain all public utility structures and facilities together with all other existing underground lines and appurtenances he may encounter in connection with the work, and shall replace any street signs, stop signs, bus station signs, etc., which may have to be removed temporarily and replace or repair any he may damage. The Contractor is cautioned to insure the safety of all persons with reference to overhead power lines.

Should the Contractor in course of the construction work cause any damage to the existing underground lines and appurtenances, he shall at his own expense restore or repair the damaged lines.

The Contractor shall carry out his work carefully and skillfully and shall support and secure public utility structures so as to avoid damage to them. Flow in drains and sewers shall be satisfactorily maintained. He shall not move without the owner's written consent any public utility structures, and at the completion of the work their condition shall be as safe and permanent as before. When public utility structures, facilities or equipment are damaged by the Contractor, he shall notify their owners, who may cause the damage to be repaired at the Contractor's expense. If the cost thereof is not paid by the Contractor within 30 days after repairs have been completed, the Municipal Engineer may retain an amount sufficient to cover the cost from any moneys due or that may become due the Contractor under this Contract. House service connections damaged by the Contractor shall be repaired by competent skilled mechanics.

When the removal, relocation or replacement of public utility structures or facilities is not deemed essential by the Engineer for carrying out the Project as planned, but is performed for the Contractor's convenience, the cost of such work shall be included in the prices bid for the various items scheduled in the Proposal. When such removal, relocation or replacement is deemed essential by the Engineer for carrying out the work of the Project as planned, the cost shall be borne by the City or by the owner of the utility in accordance with applicable Federal and State Laws and Regulations.

Due notice will be given to all interested parties in accordance with Revised Statutes 27:7-26 and 27, that all surface openings within the site of the Project shall be made prior to the laying of the finished pavement.

6. MAINTENANCE AND PROTECTION OF TRAFFIC:

All roadways within the limits of the Project which are reserved for traffic shall be maintained by the Contractor free from obstruction and in a smooth riding condition at all times.

The Contractor shall always provide a safe driveway and/or walkway for the use of traffic and/or pedestrians to and from properties along the street. Such passageways shall be adequately maintained and provided with adequate signs, barricades, lights and watchmen.

In streets and roadways the Contractor will be responsible for the maintenance of traffic with a minimum of one lane open at all times. Where necessary, steel plates shall be employed to provide for the maintenance of traffic as directed by the Engineer. Under no circumstances will a street or roadway be completely closed to traffic without permission from the Engineer; and the Contractor, upon receiving permission from the Engineer; shall secure a Permit for Street Closing and/or Barricading for such closing.

The Contractor shall supply, erect, place and maintain in good and upright condition during the course of the work, barricades, warning signs, lights, flares, approved flashing electric flasher units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval, at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment, and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic or to the completed work.

Signs, barricades, traffic cones, flares and electric flasher units shall be established, relocated, repaired and replaced in such a manner and at such times and places as may be necessary for adequate protection of vehicular and pedestrian traffic, subject to approval by the Engineer.

The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions, including any which may be ordered by the Engineer, that may be necessary for the safety of the public and protection of the work.

When detours are required due to the construction, such detours shall be established with the approval of Traffic Engineering in advance, and the Contractor at his own expense shall furnish, erect and maintain barricades as specified above to close the street or highway and protect traffic and his work at the beginning and end of the detour.

The Contractor shall take all precautions, including any which may be ordered by the Engineer that may be necessary for the safety of the public and the protection of the work during night time hours, with adequate patrolling during this period and replace missing flares and other lighting units.

Where traffic is to be maintained on main thoroughfares, the Contractor shall provide approved metal plates to cover open trenches, as directed by the Engineer. All signs and barricades shall conform to current specifications set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways", U.S. Department of Transportation, Federal Highway Administration, as currently amended. In addition the Contractor shall comply with the requirements set forth in the Jersey City Division of Traffic Engineering "Traffic Barricade Manual".

The cost of Maintenance and Protection of Highway or Street Traffic as described above will not be paid for under any specific item, but the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal, except when an Item for "Maintenance and Protection of Traffic" or specific Maintenance and Protection of Traffic items are scheduled in the Proposal.

7. OTHER CONTRACTORS:

The right is reserved by the City to do work with its own employees or with the use of contractors and to permit public utility companies and others to do work during the progress of the Project within the limits thereof or adjacent thereto. The Contractor shall conduct his work and cooperate with such utility companies and others so as to cause as little interference as possible with their work, as the Engineer may direct. The Contractor shall allow other contractors and utility companies and their agent's access to their work within the site of the Project. The Contractor shall and hereby does agree, to make no claims against the City for additional payment due to delays or other conditions created by the operations of such other parties. If there be a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to secure the completion of the City's work in general harmony and in a satisfactory manner.

His decision shall be final and binding on, and shall not be cause for claims by the Contractor.

The Contractor will be held responsible for any damage done or caused by his work or forces to the work performed by other contractors or utility companies within or adjacent to the site of the Project, and he shall repair or make good any such damage in a manner satisfactory to the Engineer and without cost to the City.

8. EXISTING MONUMENTS:

Existing monuments and title stones which need not be removed shall be left in place and protected by the Contractor against damage and dislocation. When relocation or change in the grade of existing monuments is necessary, they shall be protected in their original position until their removal is approved by the Engineer, and shall be reset when directed and in conformance with the new lines and grades to be furnished, by him. Monuments and title stones, that are to be left in place or reset and are removed without approval of the Engineer shall be replaced at the Contractor's expense. The cost of resetting monuments shall be included in the unit prices bid in the Proposal.

9. PATENTS:

The Contractor shall hold and save the City of Jersey City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or an account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

10. CONTRACT AND CONTRACT DOCUMENTS:

The Plans, Specifications and Addenda, if any, shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles and headings of the Sections, Subsections and Subparts herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

Working titles which have a masculine gender, such as "workman" and "flagman" and the pronouns and adjectives "he", "his" and "him" are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either sex.

When a publication is specified, it refers to the most recent date of issue, including interim publications, prior to the date of the receipt of bids for the Project unless the issue as of a specific date or year is provided for.

Anything mentioned in the Technical Specifications and not shown on Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Engineer, for a decision.

The figured dimensions on the Drawings or notes indicating dimensions shall be used instead of measurements of the Drawings by scale, and shall be strictly complied with. No scale measurements shall be used as a dimension to work with except on large scale Drawings not dimensioned. In case of difference between small and large scale Drawings, the large scale Drawings shall govern.

11. CONTRACTOR'S ORGANIZATION & EQUIPMENT:

Methods and Equipment. The Contractor shall at all times employ competent supervision, labor and adequate equipment for prosecuting the several classes of work to full completion in the manner and time required by these Specifications.

All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Should the Contractor fail to remove any employee from work when requested or fail to furnish suitable and sufficient personnel and equipment for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such order.

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

All equipment which is used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. Unless otherwise provided, no change will be made in basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these provisions.

The Contractor and his Subcontractors shall not engage, on a full or part-time or other basis during the period of the Contract, any of the professional or technical personnel of the Division of Engineering, Traffic and Transportation or of any State, County or City Department, who are or have been at any time during the period of the Contract, or for 30 days prior to the award of the Contract, in the employ of such public agencies, except regularly retired employees, without the written consent of the public employer of such personnel.

No separate payment shall be made for Contractor's organization and mobilization of equipment; but the costs for this work shall be included in the prices bid for the various items scheduled in the Proposal, except when an Item for "Mobilization" or "Mobilization/Demobilization" is scheduled in the Proposal.

12. SUPERINTENDENT AND WORKMEN:

The Contractor shall attend to the work personally or through a competent, English speaking superintendent on the work, authorized to receive and carry out instructions. The workmen shall be competent and shall perform their work in a neat and workmanlike manner. Any workman not properly qualified for his work or who is doing it in an unsatisfactory manner or contrary to the Specifications or the Engineer's instructions, or who is disorderly, shall be discharged if so requested by the Engineer, and shall not be employed again on the Project except with the approval of the Engineer. The superintendence and the number of workmen shall be sufficient, in the opinion of the Engineer, to insure the completion of the Project within the time stipulated therefor.

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

13. EQUIPMENT:

Good equipment only shall be used, and it shall be in proper working conditions. Sufficient equipment shall be used to insure the completion of the Project within the time specified. The equipment shall be operated so as not to damage public or private property. When a specific type or character of equipment is called for it shall be provided and used. All equipment shall be subject to the approval of the Engineer.

If the Contractor or his subcontractors do not own all or part of the equipment required, a written statement shall be submitted by the Contractor or his subcontractors, respectively, of the name and address of the owner or owners, stating that an agreement has been made to lease or loan the equipment and that in event of default, the Municipal Engineer has the right to take over and use such equipment or cause it to be used for completing the Project.

14. WORKING SITE:

Any space that the Contractor may require for plant, equipment, storage or other purpose, in addition to that available therefore at the site of the Project, shall be procured by the Contractor and the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal. In event of default the Municipal Engineer has the right to take over and occupy such space, or cause it to be occupied, for the purpose of completing the Project, at the Contractor's expense. If leased, the lease shall contain a provision that in event of default by the Contractor the lease may be assigned to the City or its nominee. The Contractor agrees in said default, that he will make such assignment.

15. SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and for the use of government employees when the special provisions do not contain other provisions, to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction. No direct payment will be made for the work required by this Subsection, but the costs thereof will be considered to be included in bid prices of the Contract. Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his health or safety.

16. MATERIALS AND WORKMANSHIP:

All materials used in the construction shall be new, except where reclaimed materials are indicated, and shall be furnished by the Contractor, and shall be approved by the Engineer.

Request for approval of materials shall state the proposed source. All workmanship shall be satisfactory to the Engineer. Materials and workmanship not satisfactory shall be replaced by the Contractor without expense to the City.

The Contractor shall comply with provisions of the N.J. Revised Statutes 52:33-2 requiring that preference be given to the use of domestic materials.

The Contractor shall do all things necessary in connection with his work, and shall leave the premises in as good condition as found furnishing new materials and work if necessary.

The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Plans and Drawings covered by this Contract and any and all Supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress

of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the City.

The Contractor shall furnish to the Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

17. TESTING AND INSPECTION OF MATERIALS:

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be approved by the City. All labor, materials, equipment and services necessary to make the work comply with such requirements shall be provided without additional cost to the City of Jersey City.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for uses intended.

18. SAMPLES, CERTIFICATES AND TESTS:

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer promptly after award of the Contract and acceptance of the Contractor's Bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the Project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing shall be assumed by the Contractor. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples and tests requested by the Engineer.

19. CONTRACTOR'S TITLE TO MATERIALS:

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

20. ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Municipal Engineer provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Municipal Engineer. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for performed services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor services or supplying such materials, tools, or equipment.

21. STORING OF MATERIALS:

All materials required in the work may be stored on the site upon which the work is to be constructed, subject to the approval of the Engineer. All such materials, tools and machinery shall be neatly and compactly piled in such manner as to cause the least inconvenience to the City and other contractors. All fire hydrants must at all times be kept free and unobstructed and water and gas shut off boxes, underground power and telephone line manholes, sanitary and sewer manholes, must not be covered at any time by such materials.

Materials, tools and machinery shall not be piled or placed against shade trees unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with flashing amber lights at nighttime to warn the traffic of such obstruction.

The Contractor shall arrange for the timely and orderly delivery of all materials and shall be responsible for their proper handling and protection.

Materials and equipment may be stored on the site, but the protection of same shall be the Contractor's responsibility. In storing materials within the site the Contractor shall consult with the Engineer.

22. CLEANUP:

A. The Contractor shall at all times keep the Project site and adjacent areas free of waste material, debris, rubbish and other unsuitable materials caused by his employees or work and shall remove same from any area of the site at least daily and additionally, if in the opinion of the Engineer such material, debris, rubbish, equipment or other material constitutes a hazard or nuisance.

The Contractor shall not allow equipment nor materials to encumber the flow of any watercourse. No equipment shall be left unattended in any watercourse.

B. Upon completion of the work and before the final acceptance of the Project, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner fences or other private or public property which may have been damaged or destroyed on account of the prosecution of the work, shall fill all depressions and water pockets on public and private property caused by his operations, shall remove all obstructions from waterways caused by his work, shall clean all drains and ditches within and adjacent to the site of the Project which has been obstructed by his operations, and shall leave the site of the Project and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting work.

The Contractor shall procure and submit to the Engineer signed statements from property owners affected that he has fulfilled his obligations in the matters enumerated above with regard to their respective properties. Payment for final cleaning up and restoration of property as above provided will not be made under any specific item but the cost of this work shall be included in the prices bid for the various items scheduled in the Proposal.

23. AUTHORITY OF THE ENGINEER:

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

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

24. APPEAL BY THE CONTRACTOR:

Should the Contractor take exception to any determination made by the Engineer relating to this Contract, the Contractor shall, within fourteen (14) calendar days, after receiving notification of such decision, file with the City a written notice of appeal, together with a full statement of facts as he believes them to be true. A copy of said notice and statement of facts shall be furnished to the Engineer.

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

The decision of the Board of Arbiters shall be conclusive and binding upon both the City and the Contractor.

25. UNAUTHORIZED WORK:

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

26. INSPECTION:

The City shall have the right to inspect all work in progress and done and all materials furnished, including the preparation, fabrication and manufacture in mill, plant, shop and field of the materials to be used, and may assign an Inspector or other authorized representative for this purpose. The Contractor shall provide all facilities necessary for such inspection and shall furnish or cause to be furnished to the said Inspector or other authorized representative safe access at all times to the places where preparations, fabrication or manufacture of materials and construction of the work is in progress, as well as such information and assistance as may be required to make a complete and detailed inspection. The Engineer may undertake the inspection of materials at the source.

Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods, and material samples will be obtained for laboratory testing for compliance with material quality requirements. In the event inspection is undertaken at the plant, the following conditions shall be met:

- (a) The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- (b) The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

If the Contractor is not the owner of the place where fabrication, preparation or manufacture is in progress, the owner thereof shall be deemed to be the agent of the Contractor with respect to the obligation assumed hereunder. The Contractor or his agent shall be responsible for the payment of claims for injuries to the City's authorized representative due to negligence on the part of the said Contractor or his agent. The cost of providing the necessary facilities, information, assistance and protection and of satisfying claims for injuries to the City's representative, as specified above, shall be included in the prices bid for the various items scheduled in the Proposal. If the Specifications, the Engineer's instructions, laws, ordinance or any public authority require any work be tested or approved, the Contractor shall give the Engineer timely notice of its readiness in writing for inspection by another authority other than the Engineer, the date fixed for such inspection shall be confirmed and made in writing.

Inspectors or other authorized representatives may be stationed on the work to report to the Engineer as to the progress thereof and the manner in which it is being performed, to inform him whenever it appears that the materials furnished and the work performed by the Contractor fails to conform to the requirements of the Plans and Specifications; and to direct the attention of the Contractor to such failure. The inspection, however, shall not relieve the Contractor from his obligations to furnish materials or perform work in conformity with the requirements of the Plans and Specifications.

The Inspector or other authorized representative is not authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications or to issue instruction contrary to the Plans and Specifications. If a difference of opinion arises between the Inspector and the Contractor relating to the materials furnished or the performance of the work, the Inspector has the authority to reject the materials and notify the Contractor that further work on the construction involved will not be authorized and will be subject to nonpayment until the question at issue can be referred to and decided by the Engineer.

No work shall be closed or covered up until it has been duly inspected and approved. Should completed work be covered, the Contractor shall, at his own expense, uncover all such work so that it can be properly inspected; and after inspection, he shall properly repair and replace all such work if found defective.

At any time during the progress of the work and up to the date of final acceptance, the Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Engineer as defective or improperly done, the work shall be removed and/or reconstructed and replaced in a manner satisfactory to the Engineer and consistent with the intent of the Contract.

The Contractor shall notify the Engineer at least 72 hours prior to start of work of any change in the approved project schedule. In addition, the Contractor shall notify the Engineer during regular working hours on the day prior to any projected interruption in his operations.

Failure to give the proper notification as provided above may result in the rejection of uninspected work and materials, and a reduction in the final payment, in accordance with the liquidated damages sections of these Specifications.

The Contractor shall allow at all times any authorized persons representing the City of Jersey City, their consultants and the granting agencies to inspect the site.

27. WORKING HOURS:

Working hours shall be between the hours of 8:00 A.M. and 4:30 P.M., prevailing time. Working before 8:00 A.M. or after 4:30 P.M. shall not be permitted except upon authorization by the Engineer. No work other than maintenance work shall be performed on Saturdays, Sundays, or legal holidays, except in the case of emergency and then only to the extent necessary and with the written approval of the Engineer. Should permission be obtained to perform night work, the Contractor shall provide, at his own expense, all lighting, safety and other facilities necessary for such work.

28. INSPECTION SERVICES:

The wages and overhead of inspectors employed by the City shall be paid by the City except that the cost of such services required anytime on Saturdays, Sundays, or City holidays, or on weekdays outside of the hours 8:00 a.m. to 4:30 p.m. inclusive, shall be borne by the Contractor. The amount to be paid for by the Contractor for inspection work required on Saturdays, Sundays, City holidays and off-hours shall be at the rate of Forty-Five Dollars (\$75.00) per hour per man for the inspectors and Seventy-Five Dollars (\$100.00) per hour per man for the Engineer.

The cost of such services shall be deducted from payments due to the Contractor. If the Contractor is directed or requested in writing by the City or the Engineer to work Saturdays, Sundays, City holidays, or off-hours for the convenience of the City of Jersey City the above described reimbursement requirement will be waived.

29. CONSTRUCTION LAYOUT:

The Engineer will provide base lines and vertical control points for locating the component parts of the work, which the Contractor shall verify and report any discrepancy in the information provided. The Contractor shall develop and make all surveys and measurements by utilizing a New Jersey licensed Land Surveyor and the equipment necessary to transfer line and grade from the base lines.

The Contractor shall maintain such control points furnished by the Engineer and shall layout line and grade stakes there from in order to perform his work under the Contract. If such points be damaged, lost, displaced or removed, they shall be reset or replaced by the Contractor. The Contractor shall be solely responsible for the finished work conforming to the lines and grades as indicated on the Plans. The Contractor shall be responsible for cut sheets and the actual stake out of such line and grade.

The Contractor shall notify the Engineer in writing not less than five days in advance when control points are required, and no claims shall be made because of delays if the Contractor fails to give such notice.

The Contractor shall be responsible for maintaining the points he has established. Any error or apparent discrepancies found in the Plans or Specifications shall be called to the Engineer's attention for interpretation prior to proceeding with the work.

No separate payment shall be made for the work described above; but the costs for this work shall be included in the prices bid for the various items scheduled in the Proposal; except when an item "Construction Layout" is scheduled in the Proposal. Periodic surveys will be required during construction. Full payment (100%) will not be made until survey shows work properly installed.

30. CLAIM FOR ADDITIONAL COMPENSATION:

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Engineer, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Engineer and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Engineer.

If, on the basis of the available evidence, the Engineer determines that an adjustment of the Contract Sum and/or Time is justifiable, the procedure shall be as provided in paragraphs 20 and 21 of the Information to Bidders.

31. COMMENCEMENT AND PROCEDURE:

The Contractor shall commence work not later than ten (10) calendar days after execution of the Contract or as specified in the "Notice to Proceed" and shall continue operations without interruptions until the work is completed, except when weather or other conditions are interfering or the Engineer deems it advisable to suspend work.

The sequence of the work shall conform to the approved progress schedule submitted, provided, however, that said schedule may be modified from time to time as directed or approved by the Engineer. The Contractor shall give the Engineer not less than seven (7) days notice of the time and place or places he will start the work.

32. NOTICE TO PROCEED:

A written "Notice to Proceed" will be issued by the Purchasing Agent for the City of Jersey City.

33. PROGRESS SCHEDULE AND PRECONSTRUCTION:

After the execution of the Contract, but before the issuance of "Notice to Proceed" the Contractor shall contact the Engineer to set up a preconstruction conference.

At the conference, the Contractor shall furnish the Engineer with a "Progress Schedule" and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the "Progress Schedule" for his approval. Updated "Progress Schedules" shall be submitted with each monthly invoice. Progress Schedules shall be prepared utilizing recognized Critical Path Method techniques.

In addition to the "Progress Schedule, the Contractor shall submit to the Engineer a cost breakdown of his estimated cost of all Lump Sum work, so arranged and itemized as to meet the approval of the Engineer. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under this Contract. After approval by the Engineer the prices established in the breakdown of Lump Sums shall be used in estimating the amount of partial payments for those items to the Contractor.

If required, the progress schedule shall be prepared on the basis of an accepted critical path method of scheduling. The progress schedule may be used as the basis for establishing major construction operations and as a check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the Plans and Specifications within the times set forth in the Proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall:

- a. Submit a revised schedule for completion of the work within the Contract time.
- b. Modify his operation to provide such additional materials, equipment, and labor necessary to meet the revised time estimates.

Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

34. LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

35. SHOP DRAWINGS AND SAMPLES:

All required shop drawings, machinery details, layout drawings, samples, etc. shall be submitted to the Engineer for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said drawings, etc. until they are approved and no claim by the Contractor for extension of the Contract time will be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter or transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time. Otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that he has checked and coordinated each Shop Drawing with the requirements of the work and of the Contract Documents. Shop Drawings shall be available on the site.

All calculations, if required, shall be signed and sealed by a New Jersey State licensed Professional Engineer. Date and reference of work shall be shown.

If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City of Jersey City not involving a change in Contract price or time, the Engineer may approve the drawing. The Engineer shall accept no responsibility for the Shop Drawings even though they carry his approval. The checking of the Shop Drawings is a gratuitous service to the Contractor and in no way relieves the Contractor of full responsibility for the completion of the job as drawn and specified. The approval shall be general and shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall represent in substance the following:

"Any modification shown on the attached drawings is approved in the interest of the City of Jersey City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City of Jersey City under the Contracts and Surety Bond or Bonds."

Shop drawings and samples shall be dated and marked to show the names of the Project, Engineer, Contractor, originating subcontractor, manufacturer or supplier, and separate detailer if pertinent. Shop drawings shall completely identify Specification section and locations of which materials or equipment are to be installed. Reproductions of Contract Drawings are acceptable as Shop Drawings only when specifically authorized in writing by the Engineer.

Submission of shop drawings and samples shall be accompanied by 2 copies of a transmittal letter containing Project name, Contractor's name, number of drawings and samples, titles and other pertinent data.

Unless otherwise specified, the number of shop drawings and the number of samples which the Contractor shall submit and, if necessary, resubmit, is the number that the Contractor requires to be returned plus 2 copies which will be retained by the Engineer.

Submit minimum 4 prints of each shop drawing, including fabrication erection, layout and setting drawings and such other drawings as required under various sections of the Specifications, until final approval is obtained. Submit minimum 4 copies of manufacturers' description data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and capacities, wiring diagrams and controls, schedules, and other pertinent information as required. Where printed materials describe more than one product or model, clearly identify which is to be furnished.

Contractor is responsible for obtaining and distributing required approved prints of shop drawings to his subcontractors and material suppliers after as well as before final approval.

Contractor will keep one set of all approved shop drawings on the project site till completion of the entire Project.

36. TIME FOR COMPLETION, LIQUIDATED DAMAGES AND EXTENSION OF TIME:

It is hereby understood and mutually agreed by and between the Contractor and the City of Jersey City that the date of beginning and the time for completion, as specified in the Contract, of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced within ten (10) calendar days from the execution of the Contract or as specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City of Jersey City that the time for the completion of the work described herein is a reasonable time for the completion of the same taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City of Jersey City then the Contractor does hereby agree, as a part of the consideration for the awarding of this Contract, to pay to the City of Jersey City the amount specified herein, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Proposal for completing the work.

Liquidated damages in the amount set forth in the following table will be charged for each Calendar day of delay until the work is completed and accepted. The said amount is fixed and Agreed upon by and between the Contractor and the City of Jersey City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damaged the City of Jersey City would in such event sustain, and said amount is agreed to be the amount of damages which the City of Jersey City would sustain and said amount shall be retained from time to time the City of Jersey City current periodical estimates.

CHARGE FOR LIQUIDATED DAMAGES FOR EACH DAY OF DELAY		
Original Contract Price		Calendar Day or Specified Completion Date
From More than	To and Including	
\$ 0.00	\$ 50,000.00	\$ 200.00
\$ 50,000.00	\$ 100,000.00	\$ 350.00
\$ 100,000.00	\$500,000 0.00	\$ 550.00
\$ 500,000.00	\$1,000,000.00	\$ 675.00
\$ 1,000,000.00	\$ 2,000,000.00	\$ 800.00
\$ 2,000,000.00	\$ 5,000,000.00	\$ 1,000.00
\$ 5,000,000.00	-----	\$ 1,500.00

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the City of Jersey City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City of Jersey City. Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the City of Jersey City;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, act of God, or of the public enemy, acts of the City of Jersey City, acts of another Contractor in the performance of a Contract with the City of Jersey City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather or contaminated soil;
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article: Provided further, that the Contractor shall, within ten (10) days from the beginning time prior to the date of final settlement of the Contract, notify the City of Jersey City in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

Except where specifically provided in the Contract Documents the Contractor shall not make any claim for damages or additional compensation for any delay in or hindrance to the performance of this Contract occasioned by any act or omission to act by the City or any of its representatives, or for any of the reasons enumerated in this Subsection and agrees that any such claim shall be fully compensated for by an extension of Contract Time to complete performance of the Work.

37. ACCEPTANCE OF WORK:

When the Project has been completed, the Contractor shall notify the Engineer in writing. If it be not acceptable to the Engineer he will advise the Contractor as to the particular defects to be remedied before final acceptance will be made. Payments made to the Contractor before the final acceptance, do not commit the Engineer to the acceptance of the Project. The final inspection and acceptance will be made by the Engineer when the Project has been completed.

The City shall not be precluded or estopped by any measurement, estimate, or certificate, made either before or after the completion and acceptance of the Project and payment therefor, if such measurement, estimate or certificate be found to be in error or untrue, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is incorrectly made or untrue, or that the work or materials do not conform in fact to the requirements of the Contract. The City of Jersey City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment made in accordance therewith, from recovering from the Contractor and his Surety such damages as it may sustain by reason of the Contractor's failure to comply or to have complied with the terms of the Contract.

Neither the acceptance of the whole or any part of the Project by the Engineer or by any representative of the Engineer, nor any payment made for the work, nor any extension of time granted the Contractor, nor any possession taken by the Engineer, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damage herein

provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

38. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Jersey City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City of Jersey City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this Contract or the Performance and Payment Bond.

39. SUSPENSION OF WORK:

The Engineer may, by written order, suspend the performance of the work, either in whole or in part, for such periods as he deems necessary. Reasons for suspension of work include but are not limited to the following:

- a) Due to weather or soil conditions or contamination considered unsuitable for prosecution of the work; or
- b) For failure of the Contractor to:
 - 1. Correct conditions unsafe for the workmen or the general public; or
 - 2. Carry out orders given by the Engineer; or
 - 3. Perform any provisions of the Contract.

Suspension of work on some but not all items will be considered "Partial Suspension". During a period of Partial Suspension Work shall continue in an uninterrupted manner on Items not affected by the Partial Suspension. Work of an emergency nature ordered by the Engineer for the convenience of public traffic and minor operations not affected by or connected with the cause of suspension may be performed during a period of total suspension, if permitted by the Engineer.

No compensation or allowance will be made on account of such suspensions unless they shall be for more than 10 working days in aggregate. Should these suspensions be for a total of more than 10 working days and should the Contractor be put to additional expense on account thereof, he shall have the right to file with the Engineer a statement showing the character and amount of such additional expense and, if the Engineer deems it a proper charge, the Contractor will be reimbursed therefore. However, he shall have no claim for additional expense for said first ten days of suspension, and any claim for allowances as above provided shall be filed, in writing, with the Engineer before the expiration of the tenth day of suspension. No payment will be made for work done by the Contractor on suspended work.

Any adjustment of Contract Time for suspension of the work shall be as provided in subsection entitled TIME FOR COMPLETION, LIQUIDATED DAMAGES AND EXTENSION OF TIME.

40. RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT:

The City of Jersey City has the right to declare the Contractor in default under the following circumstances:

- a) If the Contractor fails to begin the work within the required time.
- b) If the work to be done under this Contract is abandoned.
- c) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- d) If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City of Jersey City or Engineer with respect to the work.
- e) If the Contractor, after notice from the Engineer, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.
- f) If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
- g) If the Contractor refuses or fails to prosecute the work or any part thereof, including work not affected by a Partial Suspension during such period of Partial Suspension, with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work or any part thereof within the prescribed period.
- h) If the Contractor fails to make prompt payment to persons supplying labor or materials for the work.
- i) If the Contractor assigns or sublets the work otherwise than as specified.
- j) If the Contractor fails to remove an incompetent foreman or superintendent as requested by the Engineer.
- k) If the Engineer is of the opinion, and has certified in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the order of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

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

The City of Jersey City may then enter upon and take possession of the work, or any part thereof and may complete the work by purchase of necessary materials and equipment and by direct employment of labor; or the City of Jersey City may cause the work to be completed by other persons by contract without advertising; or the City of Jersey City may readvertise and relet the uncompleted portions of the work and all expenses or financial loss to the City of

Jersey City by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due the Contractor under this Contract.

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

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

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

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

41. REMOVAL OF EQUIPMENT:

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove all or any part of his equipment and supplies, as may be directed to be removed in a written notice from the City, from the work. If such removal is not completed within five (5) working days after written notification by the City of Jersey City, the City of Jersey city shall have the right to remove such equipment and supplies at the expense of the Contractor.

42. PAYMENTS:

The Contractor will be entitled to monthly payments for portions of the Project work which has been fully completed as required by the Contract to the satisfaction of the Engineer and such completion has been certified by the Engineer.

To insure proper performance of the Contract, the City shall retain a percentage of the amount of each estimate as herein after described until final completion and acceptance of all work covered by the Contract.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration, if the Contractor furnishes releases of liens for the materials at the time each estimate of work is submitted for payment. All materials and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and

protection of materials and work upon which payments have been made or the restoration of any damaged work, or as waiver of the right of the City to require fulfillment of all the terms of the Contract.

The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, directly, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City, shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith.

A. LUMP SUM PAYMENTS:

The sum bid for any lump sum items shall constitute payment in full for all of the various classes of work, including materials, equipment and labor necessary or required to complete, in conformity with the Contract Documents, the entire Project work shown, indicated or specified under such lump sum item.

B. PROGRESS PAYMENTS:

- (1) On lump sum items, the Contractor shall submit to the Engineer for his approval, prior to the start of the work under the Contract, a schedule giving a breakdown of labor, materials, equipment and other costs used in preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for excavation, concrete, reinforcing steel, equipment, and all other items which make up the lump sum price. This schedule shall be used in computing the periodic estimate which is issued monthly, and as a basis for negotiations concerning any credits which may arise during the execution of the work of this Contract.
- (2) During the first ten days of each month, the Engineer, in consultation with the Contractor, will estimate the amount of work during the preceding calendar month. The quantities so determined will be used as the basis for a periodic

estimate. The periodic estimate will be presented to the Engineer by the Contractor and shall indicate the value of the work performed and materials and equipment built into the Project, in accordance with the Contract.

As soon as practicable thereafter, the City will pay the Contractor an amount equal to the value of such work, materials and equipment indicated on the periodic estimate less the amount of all previous payments. The retainage as hereinafter described shall be deducted from each and every estimate presented during the Contract and shall be retained until final completion and acceptance of all work covered by the Contract.

- (3) No claim by the Contractor for additional payment based on any error in any periodic estimate will be recognized.
- (4) The City may withhold payment for any of the following:
 - a. Failure to submit a revised progress schedule, which has been approved by the Engineer, with each monthly invoice.
 - b. Defective work not corrected.
 - c. Claims filed or responsible evidence indicating probability of filing claims.
 - d. Failure of the Contractor to make proper payments to Subcontractor or for material or labor.
 - e. Unpaid damages by the Contractor to Subcontractor, the City or any other agency or person.
 - f. In the judgment of the Engineer the Project is not proceeding in accordance with the Contract or the Contractor is not complying with the requirements of the Contract Documents.
 - g. The Contractor is found to be in default.
- (5) No payment voucher shall protect the Contractor and no claim shall be founded thereon by the Contractor in case of overpayment or in case it shall at any time appear that the Project or any part thereof have not been constructed, completed and maintained in strict accordance with the Contract Documents.
- (6) No interim payment voucher shall be held to signify the approval of permanent work, materials, or other things to which such certificate relates and the Contractor shall not be relieved by any such certificates from any risks or liability to which he may be subject under the Contract until the Final Certificate hereinafter referred to has been granted to them.

- (7) Errors in any monthly measurements or bill, on being discovered, shall be rectified by the Engineer in subsequent measurements and bills.
- (8) If any work the value of which has been included in any interim bill is damaged or destroyed and has to be removed or reconstructed by the Contractor an amount representing the value of the work so damaged or destroyed, less any insurance monies therefore received by the City shall be deducted by the Engineer in succeeding monthly bills until such time as such work has been renovated or reconstructed.
- (9) The State Law requires that all claims for payments must be approved by the governing body of the municipality. The Contractor should allow 4 to 6 weeks for receipt of partial payment after the payment has been approved by the Engineer.

C. RETAINAGE:

The following procedures will apply in accordance with the Contractor's chosen option of retainage as indicated on the proposal:

- (1) An amount of ten percent (10%) of each and every payment made to the Contractor shall be withheld by the City until the Project is completed to the satisfaction of the City; and all Maintenance Bonds, Plans, Shop Drawings, etc., are in the possession of the City; and all other requirements of the Contract are met by the Contractor. The amount withheld shall be deposited with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. Any interest accruing on cash payments withheld shall be credited to the City.
- (2) Whenever any Contract, the total price of which exceeds \$100,000.00, is entered into by the City for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement of real property, the amount of withholding enumerated in Item (1) shall be reduced to two percent (2%) pursuant to N.J.S.A. 40A:11-16.3. All other provisions of Item (1) shall remain in full force and effect.
- (3) In lieu of the withholding of funds as prescribed in Item (2) above, the Contractor may agree to deposit with the City prior to each and every payment negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to Item (2) above. The nature and amount of the bonds or notes to be deposited shall be subject to the approval of the City and shall be deposited

prior to each partial payment. For purposes of this section, "value" shall mean par value or current market value, whichever is lower. The bonds shall be returned to the Contractor pursuant to the same conditions for retainage which is stated in Item (1) above.

The bidder shall denote in the Proposal the method of his choice in accordance with the above amount.

As to the subject retainage, the above provisions are controlling and any and all other references to retainage in these specifications which conflict with the above sections shall be interpreted in the light of the above and, this section taking a precedent over any other.

D. FINAL PAYMENT:

- (1) Upon written notice from the Contractor that the Project is complete, the Engineer will make a final inspection and will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- (2) When the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, as-built drawings, guarantees, bonds, certificates and other documents, all as required by the Contract Documents, he may make application for final payment. The Engineer will determine from actual as-built field measurement, the amount of the work performed by the Contractor, and also the value of such work under and according to the terms of the Contract. After final acceptance of the Project, completed, in place, tested and ready for use, the Engineer will process the final certificate for payment upon receipt of a Maintenance Bond as described in these Specifications. The final payment will include retainage and all other monies due the Contractor as determined by the Engineer. The final certificate will also serve as an instrument to recommend release of negotiable securities held as retainage.
- (3) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise shall operate to release the Contractor or his Sureties from any obligation under this Contract or the Performance and Payment Bond.

43. MAINTENANCE BOND:

Before final payment is made, the Contractor shall furnish a surety corporation bond to the Engineer in a sum equal to ten percent (10%) of the final Contract price. The bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the Project by the Engineer and shall provide that the Contractor guarantees to replace for said period of one (1) year all work performed and all materials furnished that were not performed or furnished according to the terms and performance requirement of the Contract, and make good the defects thereof which have become apparent before the expiration of the said period of one (1) year.

The date of acceptance is defined as the date when all punch list items have completed to the satisfaction of the engineer.

If, in the judgment of the Engineer, any part of the Project need be replaced, repaired or made good during the specified guarantee period, for the reasons stated above, he will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within five (5) days from the date of service of such notice or at such other time as the Engineer may direct, or if he fails to complete such work within the time prescribed by the Engineer, the Contractor agrees that the Engineer may have the work done by others and the cost thereof shall be paid by the Contractor, or his Surety. Before the Surety is released from its Bond, the Engineer shall certify in writing that the forgoing obligations have been duly performed.

No separate payment shall be made for the Maintenance Bond but the costs for this Bond shall be included in the prices bid for the various items scheduled in the Proposal.

44. SUBCONTRACTING:

The Contractor shall not subcontract, sublet, sell, transfer, assign, or otherwise dispose of any portion of the contract work without written consent of the Engineer. Before consent is given to subcontract any work, the Contractor, if requested by the Engineer, shall present evidence that the proposed subcontractor is fully qualified to do the work. If consent is given, the Contractor will be permitted to subcontract a portion of the work, but shall perform with his own organization, work amounting to not less than fifty percent (50%) of the original Contract amount, except that any items designated in the Contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the original Contract amount before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts shall relieve the Contractor of his liability under the Contract and Bonds.

No subcontract, approval of a subcontract, or any other action shall create any contractual relation between subcontractors and the City of Jersey City. The Contractor shall be liable and

responsible for any action or lack of action of a subcontractor. Contractors and subcontractors shall be charged with all direct, imputed or presumed knowledge the others might possess.

Within ten (10) days after award, either by the Contractor or subcontractor, of any subcontract for performance of work at the construction site, the Contractor shall deliver to the Contracting Officer and Engineer an executed statement and acknowledgment in regard to award of subcontract and incorporation of labor clauses in the subcontract.

45. PREVAILING RATE OF WAGES ON PUBLIC CONTRACTS:

The attention of all Bidders is specifically called to the fact that wage rates determined by the Commissioner of Labor and Industry, in accordance with the provisions of Chapter 150 of the Laws of 1963, commonly known as the Prevailing Wage Act, shall be required to be paid for all services performed under this Contract.

The wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "Prevailing Rate of Wage", pursuant to law, which Schedule of Wage Rates is on file in the office of the Purchasing Agent and hereby made part of this Contract.

The Act also provides among other requirements, the following, which are selected excerpts from the Statute: Every Contract in excess of \$2,000.00 for any public work to which any public body is a party shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the Commissioner) to the workmen employed in the performance of the contract and the contract shall contain a stipulation that such workmen shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any workman, employed by the Contractor or any Subcontractor covered by said contract, has been paid by such contract the public body 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 for any excess costs occasioned thereby.

The public body awarding any contract for public work or otherwise undertaking any public work shall ascertain from the commissioner the prevailing wage rate in the locality in which the public work is to be performed for each craft or trade needed to perform the contract and shall specify in the contract itself what the prevailing wage rate in the locality is for each craft or trade or classification of all workmen needed to perform the contract during the anticipated term thereof. Nothing in this act however shall prohibit the payment of more than the prevailing wage rate to any workmen employed on a public work.

Every Contractor and Subcontractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him in connection with a public work and such records shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.

The State of New Jersey Department of Labor and Industry prevailing wage rates are made a part of this Contract for performance of the work described.

46. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION:

Bidders (Contractors) are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The following information summarizes the full, required regulatory text, which is included as Exhibit B of this bid specification:

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) 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 Division 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.

47. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in construction contracting is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification 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.

48. WARRANTY OF TITLE:

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and, upon completion of all work shall deliver the same together with all work and appurtenances constructed or placed thereon by him to the City of Jersey City free from any claim, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any work or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such person to look

to funds due Contractor in the hands of the City of Jersey City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

49. COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

50. DEFECTIVE WORK:

All materials furnished and all work performed which, in the opinion of the Engineer, is not in accordance with the Plans and Specifications shall be removed from the City immediately, and other materials which are satisfactory shall be furnished and work which is satisfactory shall be performed. In the event that defects are discovered, the Contractor shall immediately take all actions necessary to correct any and all defects to achieve compliance with the Plans, Specifications or as directed by the Engineer. The Contractor is responsible for his own work and that of his subcontractors. The Contractor is to guarantee that all work and materials are in all respects conformable to the Plans and Specifications.

51. RECORDS AND REPORTS:

At any time during normal business hours upon giving reasonable notice, the Contractor agrees to grant the City, the Comptroller General of the United States, or any of their duly authorized representatives access to all of his records and reports relating to this Contract. The Contractor agrees to maintain all records and reports relating to this Contract for a period of three years after final payment is made by the City and the Contract Work is accepted as complete. The provisions of this paragraph shall be inserted in all subcontracts by the Contractor.

52. CORELATED SPECIFICATIONS:

In addition to these Specifications, the following Standard Specifications & Codes shall be considered a part of these specifications where such specifications are applicable, and shall include all current changes and revisions:

1. New Jersey State Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 as currently amended.
2. Uniform Construction Code, Chapter 23, Title 5, New Jersey Administrative Code.
3. Ordinances and Resolutions of the City of Jersey City.
4. American Society for Testing and Materials Standards.
5. National Standard Plumbing Code.

6. National Electrical Code.
7. American Concrete Institute Building Code.
8. Standard Specifications of the American Water Works Association.
9. Manual of Uniform Traffic Control Devices, 2003 as currently amended.
10. International Building Code, 2009 or as currently amended.
11. National Association of Aluminum Metal Manufacturers (NAAMM).

53. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE CITY:

The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the City, provided the City:

- a. Secures written consent of the Contractor; except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in completing the contract requirements,
- b. Secures consent of the Surety,
- c. Secures endorsement from the insurance carrier (s) permitting occupancy of the building or use of the Project during the remaining period of construction, or
- d. When the Project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

54. STATED ALLOWANCES:

The Contractor shall include in his Proposal the cash allowances if any, stated in the Technical Specification Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Engineer on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

55. **New Jersey Business Registration Requirements for Construction Contracts**

P.L.2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which requires that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the 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:

- a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- b) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- c) 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.

**SCHEDULE OF REQUIRED
SUBMITTALS**

SCHEDULE OF REQUIRED SUBMITTALS BY BIDDER

NO.	SUBMITTAL ITEM	TIME OF SUBMISSION	CONSEQUENCES OF NON COMPLIANCE
1.	PROPOSAL	PRIOR TO BID OPENING	BID REJECTED
2.	CERTIFICATE OF EXPERIENCE OF GENERAL CONTRACTOR.	WITH PROPOSAL	BID REJECTED
3.	CERTIFICATES OF EXPERIENCE OF SUBCONTRACTORS LISTED PURSUANT TO <u>N.J.S.A. 40A:11-16</u> .	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
4.	PLANT AND EQUIPMENT QUESTIONNAIRE OF GENERAL CONTRACTOR	WITH PROPOSAL	BID REJECTED
5.	PLANT AND EQUIPMENT QUESTIONNAIRE COMPLETED BY SUBCONTRACTORS REQUIRED TO BE NAMED PURSUANT TO <u>N.J.S.A. 40A:11-16</u>	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
6.	NON-COLLUSION AFFIDAVIT	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
7.	CORPORATION OR PARTNERSHIP STATEMENT	WITH PROPOSAL	BID REJECTED
8.	BID GUARANTEE	WITH PROPOSAL	BID REJECTED
9.	CONSENT OF SURETY	WITH PROPOSAL	BID REJECTED
10.	NEW JERSEY BUSINESS REGISTRATION CERTIFICATES FOR GENERAL CONTRACTOR AND ALL SUBCONTRACTORS LISTED PURSUANT TO <u>N.J.S.A. 40A:11-16</u>	WITH PROPOSAL OR PRIOR TO AWARD OF CONTRACT	BID MAY BE REJECTED
11.	EQUALITY INFORMATION ON SUBSTITUTED ITEMS (IF APPLICABLE)	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
12.	WRITTEN ACKNOWLEDGEMENT OF ADDENDA (IF ISSUED) PURSUANT TO <u>N.J.S.A. 40A:11-23.2(e)</u>	WITH PROPOSAL (SEE BID FORM P-1)	BID REJECTED
13.	FINANCIAL STATEMENT (FOR PROJECTS WITH TOTAL BASE BID PRICE OF \$1.0 MILLION OR GREATER, THE FINANCIAL STATEMENT SHALL BE A CERTIFIED FINANCIAL STATEMENT PREPARED WITHIN THE PAST 15 MONTHS)	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
14.	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATES FOR GENERAL CONTRACTOR AND ALL SUBCONTRACTORS LISTED PURSUANT TO <u>N.J.S.A. 40A:11-16</u>	WITH PROPOSAL, OR PRIOR TO CONTRACT AWARD	BID REJECTED (SEE SECTION 8 OF INFORMATION TO BIDDERS)

SCHEDULE OF REQUIRED SUBMITTALS BY BIDDER

15.	MWBE (CONTRACTOR COMPLIANCE PLAN)	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
16.	MONTHLY PROJECT WORKFORCE REPORT	ONCE A MONTH THEREAFTER FOR THE DURATION OF CONTRACT	DEFAULT OF CONTRACT
17.	INSURANCE CERTIFICATES	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY
18.	PERFORMANCE AND PAYMENT BOND	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY
19.	EXECUTION OF CONTRACT AGREEMENT	WITHIN 10 DAYS OF CITY NOTICE OF CONTRACT AWARD	FORFEITURE OF BID SECURITY
20.	CONSTRUCTION PERMITS	PRIOR TO START OF CONSTRUCTION (WHERE REQUIRED)	DEFAULT OF CONTRACT
21.	SUBCONTRACTOR PREQUALIFICATION AND INSURANCE OTHER THAN THOSE LISTED UNDER N.J.S.A. 40A:11-16	PRIOR TO SUBCONTRACTOR'S PARTICIPATION	DENIAL OF SUBCONTRACTOR OR DEFAULT
22.	MATERIAL CERTIFICATIONS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT
23.	SHOP DRAWINGS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT
24.	PRECONSTRUCTION PHOTOGRAPHS	PRIOR TO COMMENCEMENT OF WORK OR STOCKPILING OF MATERIALS (WHERE REQUIRED)	DEFAULT OF CONTRACT
25.	NOTIFICATION TO PUBLIC UTILITIES	PRIOR TO COMMENCEMENT OF WORK	DEFAULT OF CONTRACT
26.	COMMENCEMENT OF WORK RECEIPT EXECUTED	WITHIN 10 DAYS OF CONTRACT OR AS STATED IN "NOTICE TO PROCEED"	DEFAULT OF CONTRACT

SCHEDULE OF REQUIRED SUBMITTALS BY BIDDER

27.	CLAIMS FOR EXTRA COST	WITHIN 48 HOURS OF INSTRUCTIONS FROM ENGINEER	DENIAL OF CLAIM
28.	CONSTRUCTION SCHEDULE/PERIODIC ESTIMATES	PRIOR TO COMMENCEMENT OF WORK AND FOLLOWING WITH EACH PARTIAL PAYMENT	PROCESSING OF PAYMENT WITHHELD UNTIL UPDATED AND APPROVAL RECEIVED
20.	REQUEST FOR ADDITIONAL TIME	WITHIN 10 DAYS OF BEGINNING OF DELAY	DENIAL OF REQUEST, LIQUIDATED DAMAGES
30.	WATER SAMPLE ANALYSIS OR OTHER REQUIRED TESTS	TESTING OF NEW WATER MAINS AND EQUIPMENT	NO ACCEPTANCE, FINAL PAYMENT WITHHELD

The contractor shall provide all submittals required under this contract whether or not listed above.

**TECHNICAL
SPECIFICATIONS**

AMENDMENTS

TO

NEW JERSEY

DEPARTMENT OF TRANSPORTATION

STANDARD SPECIFICATIONS

FOR

ROAD AND BRIDGE CONSTRUCTION

2007

SECTION 106.03 FOREIGN MATERIALS

Comply with the appropriate statutes and regulations concerning the use of foreign materials as follow:

- 1. Wholly State-Funded Projects.** Comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1, et seq., which prohibits the use by the Contractor or Subcontractors of farm products or materials produced or manufactured outside the United States on public work. The Department may allow exceptions if its enforcement would be inconsistent to the public interest, where the cost of enforcing the prohibition would be unreasonable, or the material in question is not of a class or kind mined, produced or manufactured in the United States.
- 2. Federal Aid Projects.** Comply with the Federal statutes and regulations that established the "Buy America" requirements applicable to the Project. These Federal requirements, which are contained in 23 CFR 635.409 and 23 CFR 635.410, mandate among other things that manufacturing processes for iron and steel materials and iron and steel coatings must be performed in the United States.

For steel and iron products incorporated into the Project, provide a certification from the manufacturer stating the country where the steel and iron product was melted and manufactured including application of coatings which protect or enhance the value of the material. Ensure that 4 copies of the manufacturer's certification are provided with each delivery of steel and iron products. Retain 1 copy and submit 3 copies to the RE. Ensure that the certification includes, materials description, quantity of material represented by the certification, country of manufacture, and notarized signature of a person having legal authority to bind the supplier. If a Certification of Compliance as specified in 106.07 contains a statement regarding the country of manufacture, a separate certification is not necessary.

If the use of foreign materials is allowed, the Department may require the Contractor to deliver the material to a Department- approved site for sampling, inspection and testing. Do not use or incorporate the foreign material into the Work before the Department approves the material.

If the Department finds the Contractor failed to comply with the Federal or State provisions regarding foreign materials, the Department may require the unapproved foreign material be removed and replaced with acceptable material. If the Department decides not to remove the unapproved foreign material, the Department will not make payment for the Item incorporating unapproved foreign material, and will make the findings, including the Contractor's name, public.

SECTION 154 - MOBILIZATION

Replace entire Section with the following:

154.01 DESCRIPTION

This section describes requirements for mobilization.

154.02 MATERIALS

(Intentionally Blank)

154.03 PROCEDURE

154.03.01 Mobilization

Mobilization consists of the preparatory work and operations, including moving personnel, equipment, supplies, and incidentals to the project limits. It also includes all other work performed and costs incurred before beginning work on various Items in the Contract such as bonds, insurance and progress schedule.

This work shall also consist of taking photographs of the entire limits of the project prior to the start of construction and at the end of construction. Photographs shall be 5" x 7" minimum, labeled and assembled in a 3 ring binder. A CD shall also be provided.

154.04 MEASUREMENT AND PAYMENT

The Pay Item Mobilization is deleted.

The following is added:

Separate payment will not be made for mobilization. All cost thereof shall be included in the price bid for the various pay item scheduled in the Proposal.

SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS

Replace entire section with the following:

157.01 – DESCRIPTION

This Section describes the requirements for surveying and providing lines, grades, elevations and reference marks as necessary to construct the elements of construction. This section also describes the requirements for constructing monuments and monuments boxes.

157.02 MATERIALS

Provide materials as specified:

Concrete.....	903.03
Reinforcement Steel.....	905.01
Sand.....	901.06.02

Provide monument markers according to ASTM B19 and monument boxes according to AASHTO M105, Class 20A or 20B.

157.03 – PROCEDURE

157.03.01 Construction Layout

(A) General

The contractor shall provide all work required in connection with the layout for construction of the project, using the controls points and data furnished by the Engineer.

The contractor shall furnish all necessary qualified personnel under the direct supervision of a Licensed Land Surveyor and adequate equipment to preserve such controls throughout the duration of the contract and shall lay out all of the lines and grades necessary for the complete construction of the project.

The contractor shall make all necessary computations to establish the exact position of all the work from the control points that are shown on the Plans or furnished by the Engineer. All the work shall be referenced to baselines which the Contractor shall establish from the control points, re-establish when necessary and maintain throughout the life of the contract.

The contractor shall be responsible for the preservation of all existing property markers, monuments and control points furnished by the City for his use in staking out the work. If such property markers, monuments and controls points are damaged, lost, displaced or removed, they shall be replaced or reset at no cost to Jersey City.

For construction of new roadways, and/or total reconstruction of existing roadways, the Contractor shall provide and maintain offset stakes from each roadway baseline, at each station, and outside the limits of grading and construction.

Each stake shall be identified and marked to show the offset distance from the baseline and the Contractor shall furnish grade sheets showing the cut or fill to the finished profiles lines with reference to the offset stakes. Grade sheets for construction of subbase and underlayer preparation shall also include calculations to establish the typical cross section from the profile grade stake. The contractor shall provide adequate and accurate offset lines during such construction that require occupation of the baseline points by construction operations.

The contractor shall be responsible for maintaining the points he has established. Any error or apparent discrepancies found in the Plans or Specifications shall be called to the Engineer's attention in writing for interpretation prior to proceeding with the work.

The contractor shall provide the utilities with the layout and coordinate the work with utility relocations. The contractor shall ensure that relocated utility facilities do not conflict with proposed construction including High Voltage Proximity Act Conflicts.

The contractor shall be responsible for the finished work conforming to the lines and grades called for on the Plans, and he shall correct all errors caused by his personnel at no cost to the City. The contractor shall maintain survey notes in a bound field notebook in a professional manner.

The contractor is responsible for all construction layout work necessary both horizontal and vertical to ensure that the entire project is constructed properly.

(B) Vertical Control

Prior to beginning any work, the vertical control network must be verified in the field by the contractor's survey crew. The contractor shall be responsible for the verification work. Vertical control is provided on the project as shown on the Plans. This control must be verified in the field using at a minimum third-order, Class I, accuracy procedural standards and equipment. In addition, supplemental bench marks may be required to provide a denser network for efficient construction surveys. Any discrepancies or errors shall be brought to the attention of the Engineer for resolution prior to proceeding with the work. The contractor shall provide the Engineer with the field notes and calculations of the field verification of the vertical control

The Contractor, in addition, shall provide a list to the Engineer of the existing and new bench elevations which will be used on this project.

(C) Horizontal Control

The contractor's survey crew shall be responsible to recover, verify, and check the horizontal control shown on the plans. The contractor shall be responsible for all the verification work. The field verifications shall be performed at the beginning of the project, as the control line(s) establish (es) a network of control points which are the basis for all subsequent horizontal work on the project.

The contractor's land surveyor shall utilize, at a minimum third-order, Class 1, accuracy procedural standards and equipment to establish and re-establish the horizontal control line. The project baseline(s) shall be verified and established during the early phases of the project. This baseline establishes a network of control monuments that are the basis for all subsequent horizontal surveys on the project. Any discrepancies or errors shall be brought to the attention of the Engineer for resolution prior to proceeding with the work. The contractor shall provide the field notes and calculations of the field verification work.

(D) As-Built Plans

Throughout the progress of the work of this contract, the contractor shall maintain an accurate record of all changes in the contract drawings. The purpose of the final As-Built Plans is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation and examination.

Prior to the start of the project, the Engineer will supply the contractor with one-black-line set of contract drawings which shall be labeled "As-Built Plans-Job Set". The contractor shall mark-up the job set with a red erasable colored pencil showing actual installations which vary substantially from the work originally shown. Other colors can be used to distinguish between variations in separate categories of work. Where shop drawings are used for mark-up a cross-reference shall be recorded at the corresponding location on the working drawings.

New information such as underground utilities shall be mark up, which is recognized to be of importance to the Engineer, but was for some reason not shown on the contract drawings or shop drawings. Particular attention shall be given to underground work which would be difficult to measure and record at a later date. Where changes are caused by directives issued by the Engineer, clearly indicate the change along with the change order number.

All entries shall be made within 24 hours after receipt of information. The Contractor shall delegate the responsibility for the maintenance of the As-Built Plans to one person on the contractor's staff as approved in advance by the Engineer.

The job set shall not be used for construction purposes and shall be protected from deterioration and loss in a secure, fire-resistive location. The contractor shall provide access to the As-Built Plans for the Engineer's reference during normal working hours.

At a time near the completion of the project, the Engineer will supply the Contractor with one complete set of original mylars of all the drawings included in the contract. The Contractor shall carefully transfer all change data shown on the job set of As-Built Plans to the corresponding mylars, coordinating the changes as require, and clearly indicating at each affected detail and other drawing the full description of all changes made during construction and the actual location of all items.

All change entries shall be made on the mylars neatly, consistently, and in ink or crisp black pencil. Each plan sheet shall be stamped "As-Built" with the year. In addition, the title sheet shall have the following information listed: Contractor's name and address, date construction started and ended, names of the construction inspector and Resident Engineer, name of the person who prepared the As-Built's and the final contract dollar amount.

Upon completion of the work of this contract, the contractor shall submit the completed total set of As-Built Plans to the Engineer for review and final approval.

157.03.02 Monument

Comply with the Map Filing Law N.J.S.A. 46.23-9.10 et seq. and N.J.A.C. 13:40-5.1 et seq. Set non-City monuments according to the requirements of the agency. Set city monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the Engineer. Reuse excess excavated material as specified in 202.03.07.A. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, survey the monuments. Submit the survey, signed and sealed by the Land Surveyor, to the Engineer.

157.03.03 Monument Box

Excavate so that concrete can be placed against undisturbed in-situ material, except place a layer of felt or tar paper along with a layer of sand around the top of the monument. Set the monument box frame so that the top of the box is flush with the proposed finished grade. Place concrete as specified in 504.03.02.D. Backfill as needed. Reuse excess excavated material as specified in 202.03.07.A.

157.04 MEASUREMENT AND PAYMENT

Separate payment will not be made for construction layout and all costs thereof shall be included in the price bid for the various pay items scheduled in the Proposal.

No separate payment will be made for As-Built Plans, however, the Engineer's approval of the current status of the As-Built Plans will be a prerequisite to the Engineer's approval of request for partial payments. The project retainage shall not be released until the final As-built mylars are approved and accepted by the Engineer.

SECTION 159-TRAFFIC CONTROL

159.01 DESCRIPTION

The following is added:

Traffic Control shall be as specified herein, the Manual of Uniform Traffic Control Devices (MUTCD) as currently amended and the 1989 Jersey City Traffic Barricade Manual as currently amended.

Attention is directed to the fact that maintaining and protecting traffic is considered as important and necessary a part of the work as is the actual construction work.

159.03 PROCEDURE

159.03.01 Traffic Control Coordinator

The following subsections are added:

A. General

Before any work starts, the contractor shall obtain a general traffic permit and street closing permits if required from the Jersey City Division of Engineering, Traffic and Transportation located at 575 Route 440 (Culver Avenue & Route 440). There will be no charge for the permits.

When the construction involves improvement of an existing roadway, the roadway shall be kept open to traffic unless otherwise approved or shown on the Plans.

The portion of the Project that is opened to traffic shall be kept in such condition that traffic is adequately accommodated. Temporary approaches or crossings at intersections, and access to roadways, businesses, parking lots, residences, and garages shall be provided and maintained in a safe condition.

The Contractor shall notify in writing via a leaflet all residents and businesses, block by block, at least forty-eight (48) hours prior to the commencement of construction, including paving, on that block. Also, the contractor shall coordinate his work with the local businesses so as to minimize disruption of normal business operations during construction. Commercial driveway access shall be maintained at all times except during paving operations.

The Contractor shall notify the Jersey City Parking Authority (JCPA) who shall post 12" x 18" red on white cardboard "EMERGENCY NO PARKING FROM _____ to _____" as may be necessary 36 to 48 hours in advance of any operation where parking will be prohibited subject to the approval the

Engineer. These signs shall be rigidly placed on utility poles, trees or other structures and shall be promptly removed by the Contractor once work is completed and parking is restored. There will be no charge for the posting of signs by the JCPA. The JCPA may supply the Contractor with blank "Emergency No Parking" signs and allow him to post the signs.

The Contractor shall coordinate his operations with any other work of the Engineer/Traffic Engineer, and the utility companies, within the areas affected by his work, to the end that interruptions to and interference with the general pattern of traffic along the line of work and on connecting streets will be kept to an absolute minimum, and the traveling public will be subject to a minimum of delay and hazard.

Attention is called to the importance of maintaining access for emergency vehicles of the Police and Fire Departments, and for ambulance service. The contractor shall open to traffic any portions of the traveled ways at such time as ordered by the Engineer.

Equipment or machinery having crawler tracks or other treads that may mar or damage pavements shall not move over or operate from newly constructed or existing pavements to remain unless precautions are taken to prevent such damage.

Any damage to newly constructed or existing pavements within the limits of the Project or adjacent thereto, which in the opinion of the Engineer was caused by the Contractor's operations, shall be repaired as directed at the Contractor's expense, or the repairs will be made by the City and the cost of such repairs will be deducted from any monies due or that may become due the Contractor.

Any restrictions of required traffic lane widths or diversion of traffic at any time are subject to approval of the Engineer. Reduction of the number of lanes available for traffic or construction within existing widths of traveled way will not be permitted until after 9:00 am and shall be removed prior to 4:00 pm unless otherwise specified on the Traffic Control Plans or as 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/Traffic Engineer.

Any restrictions of required traffic lane widths or diversion of traffic at any time are subject to approval. The Contractor shall maintain one minimum 12' wide lane for vehicular traffic in each direction at all times during construction unless otherwise directed by the Engineer.

All excavations shall be backfilled or covered up with steel plates securely anchored to the pavement with railroad spikes and ramped with Hot Mix Asphalt Patch at the end of each working day allowing the entire roadway to be opened to traffic during night hours.

Except as necessary during actual working hours, and then only with approval, equipment, materials, personnel, or employee vehicles shall not occupy any traveled way, shoulder, median, or sidewalk area within or adjacent to the Project that is open to traffic.

Work that closes or alters the use of existing roadways shall not be undertaken until adequate temporary or permanent provisions for traffic have been approved.

Where it is necessary for pedestrians to cross or walk within the limits of the Project, temporary sidewalks shall be provided, maintained, and removed as directed.

Construction above vehicular or pedestrian traffic shall not be performed unless there is explicit provision made in the Special Provisions or written permission given. Subject to such provision or permission, necessary devices and means to protect such traffic from falling construction materials or other objects, and from painting operations shall be provided at no cost to the City during the time that construction is performed above traffic. The precautions to be taken for the protection of traffic are subject to approval.

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.

Vehicles hauling materials shall have tight bodies and tailgates, with adequate freeboard and covers to prevent spillage for any reason. All materials dropped or spilled on public roads or streets shall be removed daily or at such times as required to preclude the creation of a traffic hazard.

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 Jersey City.

The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic or for damage to the project caused by the operation of snow plows or other snow removal or deicing operations carried on by others under the supervision or direction of Jersey City.

The Contractor shall not be responsible for mowing unless an item for mowing is scheduled in the Proposal form.

The Engineer may direct the Contractor to construct Hot Mix Asphalt patch in order to maintain sections of traveled way and shoulders in a smooth riding condition at all times including seasonal shutdowns. Payment for Hot Mix Asphalt patch will be made in accordance with the item Hot Mix Asphalt Patch except for those areas which are damaged by the Contractor's operations.

The Contractor shall be responsible for the Maintenance and Protection of Traffic within the project limits until acceptance. This maintenance shall consist of the continuous and effective work prosecuted day by day throughout the working and non-working hours including weekends and holidays with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times as directed by the Engineer/Traffic Engineer.

No requirement or omission to require any precautions under this contract shall be deemed to limit or impair any responsibility or obligations assumed by the contractor under or in connection with this Contract, and the contractor shall, at all times, maintain adequate protection to safeguard the public and all persons engaged in the work and shall take such precautions as will accomplish such end, without undue interference with the public.

If the Contractor at any time fails to comply with these provisions, the Engineer will immediately notify the contractor of such non-compliance. If the contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may proceed to maintain the project and the entire cost of this maintenance will be deducted from any monies due or that may become due the contractor.

B. Detours

Approval of the Engineer and consent of the local authorities having jurisdiction shall first be obtained for rerouting traffic over detours that are not shown on the Plans. All necessary arrangements shall be made with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and signing adequate directional and detour signs, acceptable to the local authorities, shall be furnished and erected at the locations where such authorities may direct. All Work in connection with such detours shall be at no cost to the City.

Any detours used exclusively for hauling materials and equipment shall be constructed and maintained at no cost to the City.

The project shall be constructed in accordance with Traffic Control plans proposed by the Contractor subject to the approval of the Engineer unless there are specific Traffic Control Plans in the contract.

C. Stage Construction

The Engineer shall be notified one month in advance of a tentative date for establishing new traffic patterns. This date shall be finalized 14 calendar days before the establishment of the new traffic patterns resulting from stage construction; and 21 calendar days before the establishment of a detour for the closing of any roadways.

Existing roadways that are proposed to be dead-ended or abandoned shall not be closed to traffic until adequate temporary or permanent provisions for traffic have been approved.

All work on active roadways shall be done in approved stages half of the roadway width at a time as necessary to maintain vehicular and pedestrian traffic unless otherwise shown on the plans or as directed by the Engineer.

159.03.02 Traffic Control Devices

The following is added to the first paragraph:

Any traffic control devices stolen or damaged in any way shall be repaired or replaced without additional compensation.

159.03.07 HMA Patch

The following is added:

HMA patch shall also be used for the temporary patching of areas disturbed by sidewalk and driveway construction as well as the ramping of utility castings exposed by milling prior to paving.

159.03.08 Traffic Direction

A. Flagger

The last sentence is changed to:

Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

B. Police

Replace the entire subsection and heading with the following:

B. Jersey City Police Traffic Directors

1. General

Police Traffic Directors for this project shall be off-duty Law Enforcement Officers of the Jersey City Police Department. The Police Traffic Directors shall be responsible for maintaining traffic flow, directing the towing of illegally parked vehicles and helping to provide safety for pedestrians and workmen at the project site. The police traffic directors shall be located where shown on the plans or at specific locations designated by the Engineer, the Contractor and/or the Jersey City Police Department during construction hours.

The Contractor shall comply with any rule or regulation of the State of New Jersey and the City of Jersey City relative to providing uniformed Police Officers of the City of Jersey City to regulate or control traffic on existing streets which are interfered with the Contractor's operations. Jersey City Police Traffic Directors are required when working at signalized intersections and during milling and paving operations. City of Jersey City Ordinance No. 11-011 adopted by the Municipal Council on January 26, 2011 establishes the procedure and fees for providing off-duty police officers for Special Detail Assignments. A summary of those procedures and fees is contained herein.

2. Request for Services

The City of Jersey City is divided into four (4) Districts: North, South, East and West. The contact person to request the services of off-duty law enforcement officers in the City of Jersey City Police Department are as follows:

J. C. POLICE OFFICE OF OFF-DUTY EMPLOYMENT

1 Journal Square
JERSEY CITY, NEW JERSEY 07307
PHONE: 201 547-5830, 5832, 5833
MARK TIMMINS
CELL: 201-566-5402
FAX: 201-547-5910
E-MAIL: MTIMMINS2@NJJCPS.ORG

J. C. POLICE NORTH DISTRICT
282 CENTRAL AVENUE
JERSEY CITY, NEW JERSEY 07307
P.O. JOHN ROMANIELLO
201 547-5350
CELL: 862-754-1823

J.C. POLICE SOUTH DISTRICT
191 BERGEN AVENUE
JERSEY CITY, NEW JERSEY 07305
P.O. JAMES CARDINALY
201 547-5456
CELL: 201-376-3375

J.C. POLICE EAST DISTRICT
207 7TH STREET
JERSEY CITY, NEW JERSEY 07302
P.O. BRIAN McGOVERN
201 547-5408
CELL: 201- 780-6755

J.C. POLICE WEST DISTRICT
576 COMMUNIPAW AVENUE
JERSEY CITY, NEW JERSEY 07304
P.O. ANTHONY IANNICO
201 547-5450 OR 5446 OR 5447
CELL: 201-852-5030

This project is located in all four Districts.

All requests for services for a period of one week or longer shall be made at least 10 days before such services are required. All requests for services for a period of less than one week shall be made as soon as practicable but in no event less than 24 hours before such services are required, except in an emergency situation.

3. Trust Account

To assure the timely payment of wages to police officers who perform off-duty services and to meet the requirements of the Fair Labor Standards Act, the City of Jersey City has established a Trust Account known as the "Off Duty Employment Trust Account". This Trust Account is dedicated for the receipt of fees collected for the payment for off-duty employment.

A prospective employer of an off-duty police officer shall estimate the number of hours requires. The estimate shall be approved in writing by the chief of police and an amount sufficient to cover the rates of compensation and administrative fees set forth in Subsection D for the total estimated hours of service shall be deposited into the Trust Account.

All payments must be remitted directly to the City of Jersey City for said account. Deposits shall be in the form of certified check, bank check, money order or business check at the discretion of the Fiscal Officer. No officer shall be paid directly by any employer for requested services nor provide any such services for more hours than are specified in the request for services.

In the event funds in any individual or entity's Trust Account should become depleted, services of off-duty law enforcement officers shall cease and requests for further or future services shall not be performed or posted until additional funds have been deposited in the Trust Account.

In the event of a project which requires services over an extended period of time, the Jersey City Police Department Fiscal Officer may require advance payment equal to 25% of the projected extended time period with additional 25% advances as the project continues.

4. Rates of Compensation

Rates of compensation including a \$5.00 per hour administrative fee for contracting the services of off-duty law enforcement officer are as follows:

Police Officer For Detail at Construction Site on a City Project

7:00 am to 4:00 pm	\$40.00/Hour
7:00 am to 4:00 pm (Over time rate over 8 Hour)	\$57.50/Hour
4:00 pm to 6:00 am (Over time and Night Differential)	\$67.50/Hour
4:00 pm to 6:00 am (Night Differential)	\$50.00/Hour
Saturday (Time and a Half Rate)	\$57.50/Hour (After 4:00pm additional \$10.00/Hour)
Sunday or Holidays (Double Time Rate)	\$75.00/Hour (After 4:00pm additional \$10.00/Hour)

Police Officer Supervisor of the Rank of Sergeant or Lieutenant

Add an additional \$10.00/Hour

Police Vehicle and Fuel

\$10.00/Hour

Holidays referenced herein are New Years Eve, New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve and Christmas Day.

A prospective employer who fails to notify the Jersey City Police Department at least Twelve (12) hours before the commencement of services shall compensate the officer for four (4) hours. If the officer works less than four (4) hours and the job is completed, the officer is entitled to be paid a minimum four (4) hours at the rates of compensation listed above. The City of Jersey City Division of Engineering, Traffic and Transportation will not reimburse the contractor for Jersey City Police Traffic Directors who are not cancelled at least Twelve (12) hours prior to the scheduled start time to cancel the job except for unforeseen weather conditions.

SPECIAL NOTE

The contractor shall keep a neat and organized record log book showing the date, time, location and number of hours worked by Jersey City Police Traffic Directors on this project. Every Jersey City Police Traffic Director shall sign the log book. Copies of this record log book and the Contractor's own daily sign-in sheets shall be submitted to the Engineer before reimbursement payment is made to the contractor.

159.03.09 EMERGENCY TOWING SERVICE

Replace entire subsection with the following:

The Jersey City Police Department will arrange for towing services to remove vehicles as required during the course of the construction of the Project.

159.04 MEASUREMENT AND PAYMENT

Add the following items:

Item	Pay Unit
Construction Signs	SF
Breakaway Barricade	Unit
Drums	Unit
Traffic Cones	Unit
Traffic Directors, Jersey City Police	LS

The following is added to the First paragraph:

Separate payment will not be made for relocating Traffic Control Devices from street to street. Payment will be made for the maximum quantity of Traffic Control Devices required to be in service at one time according to traffic control requirements.

The Last paragraph is deleted.

The following is added:

Separate payment will not be made for posts for Construction Signs.

Separate payment will not be made for Traffic Control Coordinator but all costs thereof shall be included in the various Pay Items scheduled in the Proposal.

Separate payment will not be made for coordinating with the JCPA for the posting of the "Emergency No Parking signs or notifying all residents and businesses in writing but all costs thereof shall be included in the Various Pay Items Scheduled in the Proposal.

SECTION 201 - CLEARING SITE

201.03 CONSTRUCTION

201.03.09 Disposal of Removed Materials and Debris

This subsection is changed to:

The disposal or recycle of materials and debris accumulated by clearing site, removal of roadway, sewers and other structures is regulated under the Solid Waste Management Act (NJSA 13:1E-1) and is governed by NJAC 7:26 eT seq. The Contractor shall dispose of the material and debris in accordance with the Solid Waste Management Plan developed by the Hudson County Solid Waste Management District. Proper documentation from the Disposal Facility shall be submitted to the Engineer and the county of origin within 15 days of acceptance at the Disposal Facility.

For recycling of Class B materials, the documentation, which shall be provided to the Engineer prior to the use of a particular facility, shall include a copy of the approval to operate a recycling center issued by the NJDEP or, in the case of an exempted asphalt manufacturing plant, a copy of the Air Pollution Control Act Permit for the recycling equipment issued by the NJDEP. The Contractor should note that Class B recyclable materials which are being recycled are not subject to the Interdistrict and Intradistrict Solid Waste Flow Regulations.

Class B recyclable material means a source separated recyclable material which is subject to NJDEP approval prior to receipt, storage, processing or transfer at a recycling center in accordance with NJSA 13:1E-99.34b, and which includes, but is not limited to, the following:

1. Source separated, non-putrescible, waste concrete, asphalt, brick, block, asphalt-based roofing scrap and wood waste;
2. Source separated, non-putrescible, waste material other than metal, glass, paper, plastic containers, corrugated and other cardboard resulting from construction, remodeling, repair and demolition operations on houses, commercial buildings, pavements and other structures;
3. Source separated whole trees, tree trunks, tree parts, tree stumps, brush and leaves provided they are not composted;
4. Source separated scrap tires;
5. Source separated petroleum contaminated soil that is delivered to a non-mobile in-State asphalt plant, concrete production plant or brick making facility for incorporation as a raw material in its production process.

The Contractor shall obtain all necessary approvals from NJDEP and/or the approved recycling facility for off site disposal of the recyclable excavated material in accordance with all State and Federal Laws and Regulations.

The Contractor will provide waste manifests to Jersey City Division of Engineering upon completion of disposal activities.

The Contractor shall be responsible for transporting the recyclable excavated material to an approved recycling facility.

The Contractor shall certify to the disposal of the recyclable excavated material in a New Jersey Department of Environmental Protection approved depository and shall provide receipts for such disposal.

The Contractor shall remove and dispose off site any debris, excavated or demolished materials resulting from the Contractor's construction activities.

If the removal of all excavated materials from the job site is required to permit adequate traffic flow or if the Contractor is so directed by municipal authorities, the Contractor shall comply with such conditions at no cost to the City.

If the excavated material cannot be re-used as trench backfill for the Project, possible options for the management of excavated material are:

- Re-use as landfill cover at Hackensack Meadowlands Development Commission 1-E landfill

- Recycling as a raw material in the production process of a non-mobile in-State asphalt plant, concrete production plant or brick making facility;

- Disposal as ID-13 Bulky Waste at Hackensack Meadowlands Development Commission Baler facility; and,

- Disposal as hazardous waste at Model City, New York or Pinewood, South Carolina facilities.

Since the excavations are proposed to be located in existing roadways, and not immediately adjacent to Hudson County chromate sites, chromium contaminated soil is not expected.

The following general guidelines discuss the appropriate disposition of the trench spoils and stockpiling and testing procedures.

Areas where material is considered contaminated are areas adjacent to known Hudson County chromate sites, where chromium contaminated fill is known to exist and/or where petroleum contaminated soil is known to exist.

These areas are better defined as places where:

Historical information indicated that contamination is present (Hudson County chromate sites);

Visual observation show the presence of contamination (stained soil or disturbed areas); and

Field instruments (HNu, etc.) indicate the presence of contamination.

Material from these areas should be handled as contaminated until laboratory analytical results indicate the contrary. Questionable excavated and screened soil material shall be stockpiled separately from recyclable material and stored in a secure area provided that:

The surface soils in the storage area are known or expected to be contaminated above the proposed NJDEP cleanup levels;

The excavated soil or runoff water should not erode or flow off site or onto uncontaminated areas;

No potential exists to contaminate an uncontaminated aquifer or surface water body; and

No potential exists to create a health hazard to adjoining property owners through airborne exposure routes.

If any of the above conditions cannot be met, the material must be placed in containers (drums, roll-offs, etc.) and stored in a secure area prior to disposal.

Material which is considered to be a hazardous waste and has been confirmed by laboratory analytical testing for the hazardous waste criteria (NJAC 7:26-8.9 through 8.12) must be handled as a hazardous waste as defined in NJAC 7:26-8.1. Hazardous waste means any solid waste or combination of solid wastes, including toxic, corrosive, irritating, sensitizing, radioactive, biologically infectious, explosive or flammable solid waste, which poses a present or potential threat to human health, living organisms or the environment.

All hazardous waste excavated must be transported to an approved hazardous waste transportation, storage, and disposal facility. Hazardous waste must be properly staged and removed within 90 days. Hazardous waste piles are prohibited. Once a waste is determined to be a hazardous, it must be stored during the 90 day period in either sealed roll-off containers or drums.

All hazardous waste must be shipped in accordance with the United States Department of Transportation (DOT) guidelines as stated in 49 Code of Federal Regulations (CFR), Parts 171 through 179, the New Jersey Administrative Code, NJAC 7:26-3.0 et seq., and any other applicable State and City Regulations.

The transporter for hazardous waste material must be a NJDEP licensed hazardous waste hauler.

Excavated soils and materials shall be stockpiled and manually screened on the project site.

ALL SUITABLE EXCAVATED SCREENED SOIL CAN BE USED ON THE PROJECT SITE IF REQUIRED AS DIRECTED BY THE ENGINEER.

All pavement, including base and sub-base material, sewers, concrete, bricks, curbs, sidewalks, driveways and cobblestones are to be stripped from the trench and roadway, hauled from the job site and disposed of by the Contractor. Recycling of the excavated pavement is encouraged. Under no condition is excavated asphalt pavement to be used for backfilling. The Contractor may elect to screen the aforementioned materials or may choose to remove them directly from the Project Site and from the City.

No excavated material shall be stored at any site within the City except on the project site. The Contractor shall conduct his operations in such a manner as to not exceed the capacity of the site.(i.e. screen and remove non soil material on a regular basis). The Contractor agrees to make no claims against the City for delay to his operations caused by conducting this screening operation.

For additional requirements regarding the disposal, use, or reuse of excess or unsuitable material, see Subsection 202.03.07.

201.04 MEASUREMENT AND PAYMENT

The pay item Clearing Site is deleted.

The following is added:

Separate payment will not be made for Clearing Site. All costs thereof shall be included in the prices bid for the various pay items scheduled in the Proposal.

SECTION 202 - EXCAVATION

202.03 CONSTRUCTION

202.03.03 Excavating Unclassified Excavation

A. Excavating

The First paragraph is changed to:

The City as the generator is solely responsible for the designation of excavated material.

Unclassified excavation consists of the excavation and management of all materials of whatever character encountered including asphalt, concrete, cobblestones, brick, slate, granite and bluestone curbs, masonry stones, railroad or trolley car tracks except for solid rock and regulated material or acid producing soil.

202.03.06 Removing Pavement

The following is added at the end of this subsection:

Any damage to the curb, sidewalk, driveway or roadway pavement that is to remain because of an improper power saw or carelessness by the Contractor, shall be replaced by the Contractor at his own expense.

202.03.07 Reuse or Disposal of Excess Material

A. Reuse.

The heading and text of this subsection is deleted.

B. Disposal

The heading and text of this subsection is deleted.

The following is added:

All unsuitable excavated soils and materials shall be removed from the project site.

All pavement, including base and sub-base materials, asphalt, concrete, sewers, cobblestones, brick, slate, granite, curbs, sidewalks, driveways, masonry stones, boulders and timber shall be separated or manually screened out for disposal at an approved Recycling Facility.

The screened material can be reused as backfill for sidewalk base, for utility trenches and for the construction of embankments. Only soil which has been properly screened and is otherwise suitable shall be allowed to be used as backfill. All screened out material and any other material which the Engineer rejects as unsuitable for reuse for whatever reason shall be recycled or disposed of in accordance with Subsections 201.03.09, 202.03.08 and 202.03.09. The contractor agrees to make no claims against the City for delay to his operations caused by conducting this screening operation.

Prior to removing any material from the project site, the contractor shall provide in writing to the Engineer the location where the material will be placed. Written permission of the property owner(s) on whose property the material is to be placed shall be obtained by the Contractor and a copy shall be furnished to the Engineer.

Once the material leaves the project limits, the contractor is the owner of the material, and the contractor shall be solely responsible for causing the material to be placed in a manner and at a location that is consistent with all applicable federal, state and local requirements, including any permits that may be issued for the project. The contractor shall be liable for any violations that occur as a result of the contractor's failure to comply herewith. If the disposal of excess material results in a violation notice from any governmental authority, the contractor shall immediately pursue corrective action. The contractor shall hold harmless the City of Jersey City for any violations incurred as a result of improper disposal of materials.

If the contractor fails to correct the violation to the satisfaction of the governmental authority which issued the violation notice, the City of Jersey City may initiate measures to eliminate the violation and all costs incurred by the City of Jersey City will be deducted from any monies due or that may become due the contractor.

202.03.08 Disposal of Regulated Waste

This subsection is changed to:

Regulated waste shall be disposed of in accordance with Subsection 201.03.09 and the following:

Soils that contain contaminant at levels below current NJDEP cleanup guidelines are not of regulatory concern and do not need to be classified. These soils are suitable for use without treatment or prior regulatory approvals and can be used as backfill. These re-usable materials are defined as coming from places where visual or field screening observations do not indicate the presence of contamination or where analytical testing indicates concentration below regulatory levels.

Any excess soil is considered to be ID-27 Dry Industrial Waste (nonhazardous waste) when it is not classified a hazardous waste.

Material which is considered to be hazardous waste and has been confirmed by laboratory analytical testing for the hazardous waste criteria (NJAC 7:26-8.9 through 8.12) must be handled as a hazardous waste as defined in NJAC 7:26-8.1. Hazardous waste means any solid waste or combination of solid wastes, including toxic, corrosive, irritating, sensitizing, radioactive, biologically infectious, explosive or flammable solid waste, which poses a present or potential threat to human health, living organisms or the environment.

202.04 MEASUREMENT AND PAYMENT

The following is added:

<u>Item</u>	<u>Pay Unit</u>
Saw cutting, 10" or Less	Linear Foot

Separate payment will not be made for excavation unclassified, manually screening excavated material and the disposal of screened out material or any other material which the Engineer rejects as unsuitable for reuse and backfill on the project but all costs thereof shall be included in the prices bid for the various pay items scheduled in the Proposal.

Payment for the testing and disposal of any hazardous regulated material that is encountered during the course of the project will be made via a Change Order.

SECTION 602 - DRAINAGE STRUCTURES

602.02 MATERIALS

602.02.01 Materials

THE FOLLOWING IS ADDED AT THE END OF THIS SUBSECTION:

The following manufacturers are approved to provide Catch Basin frames, grates, traps, wall plates and curb pieces:

1. Campbell Foundry Company, Harrison, New Jersey, USA
 2. Conneticut Precast Corporation, Monroe, Connecticut, USA.
 3. Bridgestate Foundry Corp., Berlin, New Jersey, USA
- Or approved equal/equivalent.

Catchbasin frame and grate for Type "B" and "E" shall be gray cast iron casting.

Catchbasin curb piece (6") or (8") shall be cast iron Jersey City Standard Type 'N-Eco', and Type P for (4") curb piece and driveway access backplate(2").

Catchbasin trap and wall plate shall be gray cast iron casting pipe sizes 15" to 18".

Standard City of Jersey City manhole frame and cover shall be vented access cover for new manholes with a 30 inch standard opening for replacement on existing manholes with 24" openings.

Both covers shall have two penetrating pickholes 180 degrees apart. The outside cover shall be vented with six 3/4 " diameter straight vent holes. Bearing surface at seat of covers and frames shall be machined for uniform fit. The surface of the cover shall be a diamond design and be skid resistant.

Covers shall have the words "J.C.M.U.A Sewer:"

Extended ladder rungs shall be Copolymer Polypropylene Plastic as shown on the construction details.

Soils that contain contaminant at levels below current NJDEP cleanup guidelines are not of regulatory concern and do not need to be classified. These soils are suitable for use without treatment or prior regulatory approvals and can be used as backfill. These re-usable materials are defined as coming from places where visual or field screening observations do not indicate the presence of contamination or where analytical testing indicates concentration below regulatory levels.

Any excess soil is considered to be ID-27 Dry Industrial Waste (nonhazardous waste) when it is not classified a hazardous waste.

Material which is considered to be hazardous waste and has been confirmed by laboratory analytical testing for the hazardous waste criteria (NJAC 7:26-8.9 through 8.12) must be handled as a hazardous waste as defined in NJAC 7:26-8.1. Hazardous waste means any solid waste or combination of solid wastes, including toxic, corrosive, irritating, sensitizing, radioactive, biologically infectious, explosive or flammable solid waste, which poses a present or potential threat to human health, living organisms or the environment.

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<u>Item</u>	<u>Pay Unit</u>
Saw cutting, 10" or Less	Linear Foot

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Catchbasin frame and grate shall be gray cast iron casting.

Catchbasin curb piece (6") or (8") shall be cast iron Jersey City Standard Type 'N-Eco', and Type P for (4") curb piece and driveway access backplate.

The following paragraphs are deleted:

Catchbasin trap and wall plate shall be gray cast iron casting pipe sizes 15" to 18".

Standard City of Jersey City manhole frame and cover shall be vented access cover for new manholes with a 30 inch standard opening for replacement on existing manholes with 24" openings.

Both covers shall have two penetrating pickholes 180 degrees apart. The outside cover shall be vented with six 3/4 " diameter straight vent holes. Bearing surface at seat of covers and frames shall be machined for uniform fit. The surface of the cover shall be a diamond design and be skid resistant.

Covers shall have the words "J.C.M.U.A Sewer:"

Extended ladder rungs shall be Copolymer Polypropylene Plastic as shown on the construction details.

PVC Sewer Pipe

Sewer pipe for connection between new catchbasin and existing lateral to remain shall be spigot SDR-35 Ring-Tite PVC gravity sewer pipe in conformance with ASTM Specification D-3034. The bell shall have a factory assembled "locked in" rubber seal in conformance with ASTM Specification D-3212 "Joints for Drain and Sewer Pipes using Flexible Elastomeric Seals". The pipe shall be colored green for in-ground identification as sewer pipe.

The pipe shall be furnished in standard laying lengths of 13 feet. The pipe supplier shall furnish a certificate that all pipe and gaskets furnished complies with all the requirements set forth herein. The pipe shall be subject to rejection by the Engineer due to failure to meet any of the specification requirements or if there are any cracks or other defects in the pipe. Every length shall be clearly marked with the manufacturer's name, nominal size in inches and the legend "SDR-35 PVC Sewer Pipe."

602.03 CONSTRUCTION

602.03.02 INLETS AND MANHOLES

The Following Sections Are Deleted:

1. PRECAST

This subsection is changed to:

General

Precast concrete catchbasins and manholes may be used when approved by the Engineer, and where there are no conflicts with existing underground structures and utilities which require changes in pipe location, size or type. Modifications to precast concrete catchbasins and manholes which may be required due to changes in pipe location, size or type are subject to approval and shall be made without additional compensation.

Welded steel wire fabric used for reinforcement need not be galvanized and shall have a minimum 2 inch cover. Handling devices, if used, shall be removable and the holes filled with concrete. Unless stated otherwise, all provisions of Sections 504, 505 and 905 shall apply.

A. Precast Concrete Catchbasin

Precast catchbasins shall be in accordance with ASTM Designation C-850. The catchbasin dimensions, compressive strength of the concrete, and reinforcement details shall be as prescribed under ASTM C-857 & C-858 and the standard details shown on the contract drawings. The catchbasin shall be able to support the combined earth load and carry a HS-20 live load. The minimum specified compressive strength of concrete shall be 4000 psi.

The steel reinforcement shall consist of deformed bar conforming to ASTM specifications A-615-75, Grade 60. The minimum specified yield stress of the deformed bar shall be 60,000 psi. The cover over the circumferential reinforcement shall be 1½ inch. The center distance of the end circumferential bars shall not be less than ½ inch no more than 2 inches from top of the catchbasin. Reinforcement shall be assembled as indicated on plans or by the Engineer in his design calculations.

The aggregates, cement, and water shall be proportioned and mixed in a batch mixer to produce a homogeneous concrete meeting the strength requirements of this specification. The catchbasin shall be cured for a sufficient length of time so that the concrete will develop the specified compressive strength in 28 days or less.

The forms used in manufacture shall be sufficiently rigid and accurate to maintain the section dimensions. All casting surfaces shall be of smooth non-porous material. Lifting holes shall be permitted in each catchbasin for the purpose of handling and laying.

Joints of catchbasin sections shall be formed entirely of concrete employing a continuous butyl sealant, shall make a uniform watertight joint.

The joints on the inside and outside walls of catchbasin sections shall also be plastered with a one half of an inch (½") thick coat of 1:2 cement sand mortar, troweled to a smooth finish.

The catchbasin shall be substantially free of fractures, voids and honeycombs. The internal dimensions shall not vary more than one percent from the design dimensions. The slab and wall thicknesses shall not be less than shown in the design by more than five percent or 3/16 inch whichever is greater. A thickness more than that is required in the design shall not be a cause for rejection.

The quality of materials, the process of manufacturer, and the finished catchbasin shall be subject to inspection by the Engineer. Catchbasin shall be subject to rejection due to failure to conform to any of the required specifications. Individual catchbasins may be rejected resulting from fractures or cracks passing through the wall; defects that indicate imperfect proportioning and mixing: honeycombed or open texture.

SPECIAL NOTE

Due to the uncertainty of the depth of other utilities crossing the proposed catch basin lateral, precast catch basins shall not have invert holes made. Instead, these holes shall be punched in the field once the depth of the lateral is determined. Cost of field punching holes shall be included under the item Catch Basin.

B. Precast Concrete Manhole

Precast manhole sections shall be in accordance with ASTM Designation C 478. The minimum compressive strength of the concrete for all sections shall be 4,000 psi. The maximum allowable absorption of the concrete shall not exceed 8% of the dry weight. The circumferential steel reinforcement for riser pipe, cone sections and base walls shall be a minimum of the called for under ASTM C 478. Reinforcing steel shall be a minimum of 0.12 square inches per lineal foot in both directions for type 'A' manhole, 0.15 sq. in/l.f. for type 'B' manhole and 0.18 sq. in/l.f. for type 'C' manhole. Reinforcing steel shall have a minimum 2-inch cover. Flat slab top sections shall be designed to carry an HS20-44 wheel load.

Taper sections and cone sections shall be used wherever possible to reduce the manhole diameter to that required for the manhole castings. Where required to meet field conditions, the contractor shall furnish manholes with flat slab top sections.

Joints of the manhole sections shall be formed entirely of concrete employing a round rubber gasket and when assembled, shall be self-centering and make a uniform watertight joint. Except for those surfaces within the gasket groove, all inside surfaces of the bell or outside surfaces of the spigot, or both, on which the rubber gasket may bear during the closure of the joint and at any degree of partial closure shall be parallel within one (1) degree and have an angle of not more than two (2) degrees with the longitudinal axis of the pipe. In joints formed entirely of concrete, the distance from either side of the gasket to the end of the bell or spigot shall not be less than three quarters (3/4) of an inch. The gasket spaces between the bell and spigot shall be so shaped as to provide grooves that will prevent the gasket from disengaging from its compression surface or being blown out by hydrostatic pressures.

The joints on the inside and outside walls of the manhole sections shall also be plastered with a one half of an inch (1/2") thick coat of 1:2 cement-sand mortar, troweled to a smooth finish.

Manhole steps shall be built into the walls of precast sections to set in straight alignment so as to form a continuous ladder with maximum twelve (12) inch spacing of rungs. Steps shall be twelve (12) inches wide, aluminum drop type steps, shall project six (6) inches from the manhole wall and shall extend into the manhole wall. Steps shall be aluminum alloy conforming to Federal Specifications QQ-A-200/8 and must carry a load in the center of the cross bar one thousand pounds (1000 lb.) when projected six (6) inches from the wall.

2. BLOCK AND BRICK CONSTRUCTION

This subsection is changed to:

A. Catchbasins

Catchbasins may be constructed of concrete block if approved by the Engineer. Catchbasins shall be constructed of 6" concrete blocks on a precast class B concrete footing measuring 5'-6" wide x 6'-0" long x 8" thick over an eight inch (8") compacted 3/4" crushed stone base.

Concrete block and brick shall be laid with staggered joints. All horizontal joints, all vertical joints of brick and all keyways of vertical joints of concrete block shall be filled with a 1:2 cement-sand mortar. All horizontal joints, and in brick, all vertical joints shall be not more than $\frac{3}{8}$ inch wide. The outside and inside walls shall be plastered with a minimum of $\frac{1}{2}$ inch thickness of mortar troweled to a smooth finish.

Inlet and outlet pipes shall extend through the walls of the subsurface structure 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 or brick and mortar shall be so constructed around the pipes as to prevent leakage and form a neat connection.

When the working day temperature is below 40 Degrees F, mortar shall be prepared by heating the mixing water and sand to produce mortar between 50 and 100 degrees F. Masonry shall be maintained above 32 Degrees F for 24 hours by the use of a protective covering.

B. Manholes

Concrete block manholes shall be constructed of six inch (6") concrete blocks on a twelve inch (12") thick precast or cast in place class B concrete foundation over a twelve inch (12") thick compacted $\frac{3}{4}$ " crushed stone base.

Concrete block and brick shall be laid with staggered joints. All horizontal joints, all vertical joints of brick and all keyways of vertical joints of concrete block shall be filled with a 1:2 cement-sand mortar. Straight joints shall be not more than three eighths of an inch ($\frac{3}{8}$ ") wide and radial joints not more than one half of an inch ($\frac{1}{2}$ ") in average width. The masonry shall be carried to such a height that a mortar joint, no more than one-half of an inch ($\frac{1}{2}$ ") thick, is needed for setting the head casting with use of one or two rows of bricks.

The inside and outside walls of concrete block manholes shall be plastered with one half of an inch ($\frac{1}{2}$ ") thick coat of 1:2 cement-sand mortar, troweled to a smooth finish.

When the working day temperature is below 40 degrees F, mortar shall be prepared by heating the mixing water and sand to produce mortar between 50 and 100 degrees F. Masonry shall be maintained above 32 degrees F for 24 hours by the use of a protective covering.

The following subsection is added:

3. Inverts

The proposed pipe shall be laid through the manhole and the top portion of the pipe broken out or cut and a class B concrete bench poured as shown on the plans to prevent leakage and form a neat connection. Other pipe connections shall extend through the wall of manholes and catchbasins and shall be cut off flush with the wall on the inside surface. Inverts shall be constructed to cause the least possible resistance to flow. The shape of the inverts shall conform uniformly to inlet and outlet pipes. A smooth and uniform finish is required.

602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes

This subsection is changed to:

1. General

When modifying less than 1 foot of a catchbasin or manhole, reset the existing casting or install a new casting.

When modifying 1 foot or more of a catchbasin or manhole, reconstruct the catchbasin or manhole.

When repairing only a portion of a catchbasin or manhole, reconstruct only the damaged portion of the catchbasin or manhole.

Remove castings, damaged wall portions, ladder rungs, and catchbasin traps as directed by the Engineer. Any catchbasin and manhole castings in good condition shall be salvaged and transported to the Jersey City Municipal Utilities Authority located at 555 Route 440 just south of Culver Avenue. All other castings and debris shall be disposed of by the Contractor as specified in 202.03.07 to the satisfaction of the Engineer.

2. Repairing Catchbasins and Manholes

This work shall consist of removing the existing castings, removal of damaged portions of walls, removal of catchbasin traps and ladder rungs as necessary, disposal of masonry and debris, reconstruction of the damaged wall sections, plastering the inside and outside walls with cement-sand mortar, reinstalling catchbasin traps and ladder rungs, if required and setting existing castings if in good condition or new castings, if required, at the specified grade.

3. Reconstructing Catchbasins and Manholes

This work shall consist of removing the existing castings, removal of walls, catchbasin traps and ladder rungs greater than 12 inches below the casting to the invert (existing concrete footing to remain), disposal of masonry and debris, reconstruction of the wall with new concrete block and brick, plastering the inside and outside walls with cement-sand mortar, reinstalling catchbasin traps, installing new ladder rungs, if required, and setting existing castings if in good condition or new castings, if required, at the specified grade.

4. Resetting Castings

This work shall consist of the resetting of existing sewer or water valve manhole castings and catchbasin castings to the proposed finished grade as shown on the plans. Additional castings may have to be reset as determined by the Engineer and the contractor prior to start of milling/paving work. The contractor shall determine by how much each casting must be reset. Cast iron extension manholes rings and catchbasin extension frames shall not be used.

PSE&G, Verizon, Teleport and other fiber optic utilities will reset their own manhole castings. The contractor must notify each affected utility company at least 4 to 6 weeks prior to the start of milling work to discuss the scope of the project. The contractor must provide a milling schedule with project specific dates in hard copy.

The contractor, the utility company and the Engineer shall conduct a walk through survey to determine which castings must be reset and by how much.

Prior to removal, the contractor shall inspect the existing castings. If it is found that one or more of the castings is broken, the contractor shall notify the Engineer. If the Engineer deems necessary, these shall be replaced with new castings as specified in the

Item "Manhole Castings".

No payment will be made for resetting manholes which are broken or defective.

The contractor shall be responsible for the safekeeping of the reclaimed castings and shall replace, without additional compensation, any which may be lost or stolen, or which may become broken or damaged so as to be unusable, during their removal, cleaning or temporary storage at the project. The existing frames and covers shall be removed carefully from the existing structures and all concrete, mortar and other adhering material shall be removed there from prior to resetting.

Pavement shall be cut outside the manhole frame in a 36" minimum circular diameter with a straight and vertical face.

The masonry of the existing structure shall be removed twelve (12) inches below the existing castings and replaced with new brick and block, where and as directed by the Engineer to conform to the required surface grades and elevations.

The last full course of concrete block or brick shall be carried to such a height that a mortar joint not more than 1/2 inch in thickness is needed for setting frame. Mortar shall be 1:2 cement-sand mortar.

After the frame is in place and the mortar has sufficiently set, dense graded aggregate backfill shall be placed and compacted in six (6) inch lifts in a manner suitable to the Engineer, to a height six (6) inches below the surface of the existing pavement.

Immediately following, the Contractor shall place a Class B concrete base course to a minimum depth of six (6) inches around the entire periphery of the manhole to a height of 1" below the top and tapered back to meet the existing pavement.

Mortar and concrete base shall attain a strength of 2500 psi before the casting is exposed to traffic. Adjustment of grades and elevations in excess of 1 foot will be considered as reconstructing catch basins and manholes.

The disposal of excess or unusable material shall be in accordance with Subsection 202.03.07.

NOTE: In lieu of dense graded aggregate backfill, the Contractor may backfill the entire periphery of the manhole with Class B concrete to a height of 1" below the top and tapered back to meet the existing pavement.

5. New Castings

Existing casting shall be carefully removed from the existing catchbasin or manhole structure. The masonry of the existing structure shall be added to or removed and replaced with new block and brick to a maximum pay limit depth of twelve (12) inches below the casting as may be necessary due to the structural condition of the existing structure and or to conform to new surface grades and elevations. New Casting shall be furnished and set on the reconstructed structure. The outside and inside walls shall be plastered with a minimum of ½ inch thickness of 1:2 cement-sand mortar troweled to a smooth finish. If the structural condition of the existing structure requires removal of masonry greater than twelve (12) inches below the casting, the structure shall be reconstructed or completely replaced as directed by the Engineer.

602.03.05 Extension Frames and Rings

This subsection is deleted.

602.03.08 Cleaning Drainage Structures

The following is added:

The Jersey City Municipal Utilities Authority will clean catchbasins and/or manholes which require repairing or reconstructing prior to start of work by the contractor.

602.04 MEASUREMENT AND PAYMENT

The following items are added:

<u>Item</u>	<u>Pay Unit</u>
Cast Iron Curb Piece, Type P, 4" High	Unit
Cast Iron Curb Piece, Type N, 6" High	Unit
Bicycle Safe Grate, 21 3/4"x 47 3/4"	Unit

The following is deleted:

Payment for dense graded aggregate backfill or 3/4" washed gravel pipe bedding will be made under the item Dense Graded Aggregate Base Course, variable thickness.

Separate payment will not be made for pavement removal, removal of any existing catch basins or manholes, excavation, plugging existing lateral with Class B concrete, sheeting, dewatering, maintenance of flow, connection to existing laterals with PVC or Vitrified Clay pipe, using appropriate coupling field punching of invert holes in precast catchbasin, castings, backfilling and the disposal of excess or unusable soil and material but all costs thereof shall be included in the unit price bid for catchbasin and manhole.

Separate payment will not be made for the removal of existing manhole and catchbasin structure and replacement with new block and brick to a maximum pay limit depth of twelve (12) inches below the casting but all costs thereof shall be included in the unit price bid for the item catchbasin casting, manhole casting or reset existing casting.

If a structure requires removal of masonry greater than twelve (12) inches below the casting, payment will be made under the item Reconstructed Catchbasin or Manhole.

If a structure requires only partial removal of masonry, payment will be made under the Item Repaired Catchbasin Wall.

If a structure requires complete removal of masonry and footing, payment will be made under the Item Catchbasin, Type A, B or E.

Separate payment will not be made for castings for new catch basin but all cost there of shall be included under item Catchbasin Type A, B or E.

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SECTION 606 - SIDEWALKS, DRIVEWAYS AND ISLANDS

606.01 DESCRIPTION

The subsection is changed to:

This Section describes the requirements for constructing HMA sidewalks, driveways, and islands, and concrete sidewalks, driveway and islands. The section also describes the requirements for staining/sealing of existing concrete sidewalk.

606.02 MATERIALS

606.02.01 Materials

Class B Concrete from an NJDOT approved supplier shall be used.

For existing concrete sidewalk that is to be stained/sealed, as shown on the plans or directed by the Engineer, the contractor shall be a concrete stain/sealant that produces a charcoal gray concrete color. Contractor shall submit shop drawings, color samples, and specifications for concrete stain/sealant to the Engineer for approval.

Performed expansion joint filler shall be the bituminous type in conformance with A.A.S.H.T.O. Spec M-33. **Preformed bituminous cellular joint filler shall not be used.**

Asphalt for transitions to adjacent sites shall be Hot Mix Asphalt 9.5 M 64 Surface Course as specified in Section 401.

606.03 CONSTRUCTION

606.03.02 CONCRETE SIDEWALKS, DRIVEWAYS, AND ISLANDS

A. Underlayer Preparation

The following is added:

Within areas of sidewalk and driveway to be replaced, the contractor shall saw cut the edges of the existing concrete where directed on the plans or by the Engineer to form a neat vertical surface prior to preparing the sub grade.

Excavation of the existing sidewalk shall not proceed too far ahead of new sidewalk construction in order that disruption to pedestrian traffic and local businesses will be kept to a minimum. Sidewalk replacement work shall occur only on one side of the street at a time.

Any stumps and tree roots which are encountered in the course of excavation for sidewalk shall be exposed by the contractor and cut at least 12" below the final grade of the

Excavation of the existing sidewalk shall not proceed too far ahead of new sidewalk construction in order that disruption to pedestrian traffic and local businesses will be kept to a minimum. Sidewalk replacement work shall occur only on one side of the street at a time.

Any stumps and tree roots which are encountered in the course of excavation for sidewalk shall be exposed by the contractor and cut at least 12" below the final grade of the sidewalk. When forming the sidewalk adjacent to trees, (i.e. existing trees which shall remain or proposed tree pits), a rigid form shall be used.

All excavated broken concrete/slate/bituminous concrete sidewalk, brick, cobblestones, and boulders shall be disposed of at a certified recycling facility in accordance with Subsection 202.03.07.

E. Expansion Joints

The entire subsection is changed to:

Expansion joints shall be ½ inch wide, placed at maximum 10 foot longitudinal and transverse intervals and shall be filled with preformed expansion joint filler, bituminous type to ¼ inch below the top surface of the sidewalk. Expansion joints shall be formed around the perimeter of all appurtenances such as manholes, utility poles, fire hydrants, traffic signal pole foundations, junction boxes, and cellar doors extending into or through the concrete. Utility poles and fire hydrants shall also have an additional expansion joint placed in a 5' by 5' box around the center of the utility pole and fire hydrant to facilitate future replacement work. Expansion joint filler shall be installed between new concrete and any existing concrete or fixed structure such as a building or bridge. The expansion joint material shall extend for the full depth of the sidewalk or driveway.

The top and ends of expansion joint material shall be cleaned of concrete, and the expansion joint material shall be trimmed so as to be a minimum ¼ inch below the top surface of the concrete as shown on the plans. The top and ends at the expansion joint material shall then be sealed with hot poured asphalt joint filler.

Rubber type expansion joint can be used as an alternate. Contractor shall submit sample and specifications to the city engineer for approval.

G. Finishing Concrete

For Streetscape projects, replace entire subsection with the following:

Strike off the concrete using a transverse template resting upon the side forms to the required cross-section. Finish the concrete using floats and straight edges to obtain a smooth surface. When the surface of the concrete is free from water and just before the concrete attains its initial set, texture with a magnesium float. Round edges using an edging tool with a ¼ radius and texture edge with a magnesium float.

Divide the surface into blocks as shown on a typical streetscape plan using a grooving tool. Ensure that the grooves are cut to a depth of 3/8 and are ¼ wide. Finish the edges of the grooves using a magnesium float.

H. Protection and Curing

For charcoal gray sidewalk and driveway, the first sentence is changed to the following:

Cure the charcoal gray concrete using curing compound as specified in 504.03.02F and as recommended by the manufacturer of the charcoal gray concrete so that the concrete will not be stained by the curing compound.

THE LAST SENTENCE IS CHANGED TO:

Ensure vehicles and other loads are not placed on sidewalks, islands and driveway until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from 2 concrete cylinders field cured according to AASHTO T 23.

The following subparts are added:

J. Reinforcement

Concrete driveways shall be reinforced with 6 x 6 x 10/10 galvanized or epoxy coated wire mesh and shall be constructed in conformance with AASHTO M-55.

K. Transition Pavement

Transition pavement is defined as pavement constructed to make a smooth transition from a new concrete driveway and/or sidewalk to the existing asphalted driveway and/or paved area. Transition pavement shall be constructed in accordance with Section 401, as shown on the plans and as directed by the Engineer, and shall be a maximum five foot width measured from the back of the concrete driveway or sidewalk.

L. Resetting Castings

Water and gas valve boxes for residential homes shall be reset to the final grade of the proposed sidewalk. Valve boxes shall be set plumb and be clean from dirt and debris which would prohibit the operation of the valve. Water and gas valve boxes which are broken or in deteriorated condition shall be replaced at no additional compensation with the exception that PSE&G Gas will supply the new gas valve boxes.

Oil filler caps shall be reset to the final grade of the proposed sidewalk by the appropriate oil company. The contractor shall contact the oil company and provide the necessary grade measurements needed prior to placing concrete. If there is a delay in resetting by the oil company, a 5' by 5' section of sidewalk around the oil filler cap shall not be poured.

M. Cellar Doors

Cellar doors or doors of whatever nature shall be reset with concrete block/brick and mortar as required to meet the new sidewalk grade. Any damage to cellar doors caused by constructions operations shall be repaired without additional compensation.

N. Mailboxes

The contractor shall contact Manager, Maintenance of the United States Postal Services (USPS) at 201 915-7045 a minimum of one day prior to start of curb/sidewalk work. The USPS will remove postal mailboxes and upon completion of sidewalk work, USPS will bring back the mailboxes and reanchor them into the new sidewalk.

O. Traffic Signs

Existing traffic signs with posts to remain shall be protected during curb/sidewalk work. Posts may remain in their original position or may be removed during removal work and reinstalled in a concrete footing during pouring of new sidewalk. Concrete around posts shall be carefully removed using a jackhammer. Removal by backhoe is not permitted. Traffic signs and posts which are lost or damaged during the work shall be replaced by the contractor at his expense.

Parking restriction signs shall be mounted 45° to traffic and regulatory signs shall be mounted 90° to traffic. Twisting of posts after completion of sidewalk work shall not be permitted.

U-posts for proposed signs shall be installed prior to installation of new sidewalk or a PVC sleeve installed as shown on the plans.

P. Landscaping

Any landscaped areas to remain which were disturbed during curb/sidewalk work shall be filled with topsoil, seeded and mulched. Existing tree pits shall also be filled with topsoil and mulch as required to meet the proposed sidewalk grade.

Q. Acceptance

Any concrete sidewalk or driveway which is not constructed to the proper line and grade, or which may become damaged prior to acceptance during the course of construction, or after examination discloses less than the required thickness, or has water surface drainage problems or is found to contain cracks or other defects by the contractor's negligence, poor workmanship or failure to meet the requirements of the plans and specifications shall be removed and replaced in a satisfactory manner by the contractor at his own expense.

606.03.03 Detectable Warning Surfaces

The entire subsection is changed to the following:

A. General

Tactile Warning Surfaces shall comply with the Detectable Warnings on Walking Surfaces Section of the American with Disabilities Act (Title 49 CFR Transportation, Part 37.9 Standards For Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces.

Detectable Warning Surface shall be Vitriified Polymer Composite (VPC) or Matte Finish Polyester based Fiberglass Reinforced Compression Molded SMC (sheet Molding Compound) Composite material for optimal slip resistance and maximum impact resistance cast in place or surface applied Tactile Tiles having an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome pattern of truncated domes 0.2" in height, 0.9" diameter at the base, and 0.4" diameter at the top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety, the field area shall consist of a non-slip surface with a minimum of 40 – 90 degree raised points 0.045" high, per square inch.

Tactile Tile size shall be a minimum of 24"x 48" and shall be Federal color #22144. For Historic District locations, color shall be brown. The Contractor shall submit a tile sample minimum 6" x 8" of the kind proposed for use on the project. The contractor shall also submit manufacturer's literature describing the product, installation procedures and routine maintenance.

Detectable Warning Surfaces shall be installed according to the corresponding construction details shown on the plans, the manufacturer's recommendation, as specified herein and as directed by the Engineer.

B. Cast in Place Tile System

The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 to 7 inches to permit solid placement of the Cast in Place Tile System. An overly wet mix will cause the cast in place system to float, therefore under these conditions, suitable weights such as two (2) concrete blocks on sandbags (25lb) shall be placed on each tile.

The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement.

Immediately after finishing the concrete, an electronic level shall be used to check that the required slope is achieved. **The tile shall be placed true and square to the inside curb edge. According to JC construction standard 8.11. Tiles with a preformed radius shall be used around curbs on a radius.** The cast in place tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete

surface. The tile field level (base of truncated dome) shall be flush to adjacent surfaces to permit water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16”.

Immediately after tile placement, the tile elevation is to be checked to the adjacent concrete. While the concrete is workable, a steel trowel shall be used to trowel around the tile perimeter to the field level of the tile. During and after the tile installation and concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile to rock the tile, causing a void between the underside of the tile and the concrete. Following tile placement, tile shall be adjusted before the concrete sets with two (2) suitable weights of 25 lbs each placed on each tile as necessary to ensure solid contact of the tile to the underside of the concrete. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife to the concrete/tile interface. If concrete bleeding occurs, a wire brush shall be used to clean the residue without damage to the tile surface.

C. Surface Applied Tile System

The surface of the concrete to receive the detectable warning surface tile shall be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. Immediately prior to installing the detectable warning surface tile, the concrete surface must be clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound with a minimum 30 day concrete. An acetone solvent shall be used to clean the concrete surface immediately prior to applying the adhesive.

Adhesive shall be applied on the backside of the tile following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2” width of the adhesive locator.

Tile shall be set true and square to the inside curb edge. According to JC construction standard 8.11. Tiles with a preformed radius be used around curbs on a radius. Tiles shall be mechanically fastened to the concrete substrate with expansion drive anchors as recommended by the manufacturer.

Following the installation of the tiles, an epoxy sealant system shall be applied to the perimeter edge. The perimeter edges of the tile and adjoining substrate shall be taped ½” apart to allow for tooling the sealant. The contractor shall follow the manufacturer’s recommendations when applying the sealant in a cove type profile to blend and seal the tile edge to the adjoining surfaces.

Foot traffic shall not be allowed on installed tiles until the perimeter edge sealant has cured sufficiently to avoid tracking.

All areas determined to have been damaged or not to be in conformance with the Specifications or the Plans shall be removed and replaced at no additional compensation to the City.

The following subsection is added:

606.03.03A STAINING/SEALING OF EXISTING CONCRETE SIDEWALK

Existing concrete sidewalk that is to be stained/sealed, as shown on the plans or instructed by the Engineer, shall be done so with a stain/sealant that will produce a charcoal gray color.

When using equipment and materials preparation and installation, suitable protective gear must be worn and government regulations, manufacturer's instructions and all applicable safety requirements must be followed.

Use of a pressure washer, a rotary floor machine, or a walk-behind scrubbing machine will facilitate surface preparation on cured concrete. Smaller areas may be cleaned using handheld scrubber, washed thoroughly, and inspected for cleanliness. All washed or wet areas must be allowed to dry thoroughly before application stain/sealant.

During cleaning and stripping procedures, all surrounding areas should be closed to traffic, roped off, and protected. Existing concrete must have a uniform slip resistant surface. Surfaces that are not slip resistant must be roughened by some texturing method as described by the manufacturer.

All applicable federal, state and local safety, disposal, other regulations, including OSHA, must be followed. The Contractor follow all instructions and requirements set forth by the manufacturer.

606.04 MEASUREMENT AND PAYMENT

The following Item is deleted

Surface Applied Detectable Warning Surface.

The following items are added:

<u>Item</u>	<u>Pay Unit</u>
Concrete Sidewalk, 4" Thick	<u>Suare Yard</u>
<u>Cast in Place Detectable Warning Surface</u>	Square Yard

Areas of appurtenances such as cellar doors, steps, traffic signal foundations, junction boxes, detectable warning surfaces and tree pits will be deducted during measurement of sidewalk.

Separate payment will not be made for dense graded aggregate base course, underneath concrete sidewalks and driveways, if required will be made under the item Concrete Sidewalk, 4" Thick.

Payment for the construction of transition pavement will be made in accordance with the item Concrete Sidewalk, 4" thick.

Payment for the removal and disposal of any existing sidewalks and driveways and all adjacent site restoration will be included in the unit price bid for Concrete or Gray Concrete Sidewalk and Driveway.

No separate payment will be made for excavation, preparation of subgrade, forming, reinforcement wire mesh, bituminous expansion joints, joint sealer, curing compound and backfilling but all costs thereof shall be included in the unit price bid for the item Concrete or Gray Concrete Sidewalk and Driveway.

No separate payment will be made for replacing broken or deteriorated residential utility castings, resetting residential utility castings, cellar doors, existing traffic signs and any adjacent site landscaping and tree pit restoration but all costs thereof shall be included in the unit price bid for the item Concrete or Gray Concrete Sidewalk.

No separate payment will be made for saw cutting Surface Applied or Cast in Place detectable warning surface tiles with a preformed radius to match inside curb radius but all cost thereof shall be included in the Unit Price Bid for the item Cast in Place Detectable Warning Surface.

No separate payment will be made for demolition and removal of existing sidewalk and new concrete sidewalk underneath cast in place detectable warning surface but all costs thereof shall included under the item Cast in Place detectable Warning Surface.

SECTION 607 - CURBS

607.02 MATERIALS

607.02.01 Materials

The following is added:

Class B Concrete from an approved NJDOT supplier shall be used.

Performed expansion joint filler shall be the Bituminous or Rubber Type in conformance with A.A.S.H.T.O. Spec M-33. Preformed bituminous cellular joint filler shall not be used.

607.03 CONSTRUCTION

607.03.02 CONCRETE VERTICAL CURB AND CONCRETE SLOPING CURB

A. Underlayer Preparation

The following is added:

All excavated broken concrete/granite/bluestone curb, brick, cobblestones, boulders and bituminous concrete shall be disposed of at a Certified Recycling Facility in accordance with Subsection 202.03.07.

B. Constructing Forms

The following is added:

Concrete curbs shall be constructed in sections having uniform lengths of 10 feet and shall be poured completely separate from the concrete sidewalks and driveway.

C. Installing Joints

The following is added:

Expansion Joints shall be provided opposite joints in abutting concrete surface course and in curbing at approximately equal distances of not more than 10 feet between joints.

Joints shall be filled with ½ inch thick preformed expansion joint filler, Bituminous or

Expansion Joints shall be provided opposite joints in abutting concrete surface course and in curbing at approximately equal distances of not more than 10 feet between joints.

Joints shall be filled with ½ inch thick preformed expansion joint filler, Bituminous or Rubber Type , which shall be flush with the top and face of curb. **Preformed bituminous cellular joint filler shall not be used. Expansion joints in curbing shall be cut flush with the top of the curb the next day after the curb is poured.** Between concrete curbs and concrete surface or base course, ½ inch, preformed bituminous expansion joint filler shall be installed and the joint shall be sealed with hot poured joint sealer.

F. Protecting and curing Concrete

For charcoal gray curb, this subsection is changed to the following:

Immediately after finishing the concrete, apply curing compound as specified in 504.03.02F.1 and as recommended by the manufacturer of the charcoal gray concrete so that the concrete will not be stained by the curing compound. Protect the concrete as specified in 504.03.02.I

607.04 MEASUREMENT AND PAYMENT

The following items are added:

<u>Item</u>	<u>Pay Unit</u>
9" x 20" Concrete Vertical Curb	Linear Foot

Payment for the removal and disposal of any existing curb will be included in the unit price bid for 9" x 20" Concrete or Gray Concrete Vertical Curb.

Separate payment will not be made for HMA pavement restoration and Dense Graded Aggregate backfill under curb, if required. All costs therefore will be included in the unit price bid for Concrete Vertical Curb items.

Payment for saw cutting in curb repair strip will be made under pay item Sawcutting, 10" or Less.

Separate payment will not be made for excavation, repair strip, preparation of subgrade, forming, bituminous expansion joints, joint sealer, curing compound and backfilling. All cost thereof shall be included in the unit price bid for the item 9" x 20" Concrete or Gray Concrete Vertical Curb.

Separate payment will not be made for Class B Concrete Roadway Fill to restore damaged pavement along new curb to a maximum width of 12 inches. All costs thereof shall be included in the unit price bid for the item 9" x 20" Concrete or Gray Concrete Vertical Curb.

SECTION 610 TRAFFIC STRIPES, TRAFFIC MARKINGS AND RUMBLE STRIPS

610.04 MEASUREMENT AND PAYMENT

The first, second and fourth items are deleted.

The following Items are added:

<u>Item</u>	<u>Pay Unit</u>
Traffic Stripes, Long Life, Thermoplastic, 4" Wide	Linear Foot
Removal of Existing Traffic Stripes, 4" Wide	Linear Foot

All pavement markings shall conform to the current Manual of Uniform Traffic Control.

If needed:

Traffic markings of the various types and materials for words, arrows or other pavement symbols will be measured by the square foot in accordance with the following table:

Pavement Markings	Area (S.F.)
Straight Arrow	14
Straight and Left or Right Turn Arrow	28
Left or Right Turn Arrow	14
"ONLY"	24
"SCHOOL"	41
"BUS"	24
"STOP"	27
"25 MPH"	38
"SLOW"	30
"XING"	27
"PED"	14
"AHEAD"	42
"YIELD"	42
"HELMETED BICYCLIST SYMBOL"	42

The following section is added:

SECTION 613A POLYMER CEMENT SLURRY SURFACE DECORATIVE CROSSWALK

613.01 DESCRIPTION

This section describes the requirements for constructing a colored polymer cement slurry surface system (PCSS) decorative crosswalk containing a polymer modified cement “slurry” material comprised of specially blended acrylic modifiers, portland cement and a unique blend of engineered aggregates on a prepared substrate in accordance with these specifications and with the plans established by the Engineer. The resulting surface shall be patterned as required by the design plans. The work shall be performed utilizing the products, processes, equipment, and certifications meeting the requirements of these specifications and shall have a proven in-place history over asphalt or concrete.

613.02 MATERIALS

The PCSS material used shall be a two-component mix equivalent as specified in Sections 613.02.01 through 613.02.04.

613.02.01 PCSS Material Properties

The polymer cement surface slurry or equivalent shall provide a skid and abrasion resistant surface and should demonstrate one or more of the properties shown in Table 613.02.01-1.

Table 613.02.01-1 Polymer Cement Slurry Material Properties

Description	Test Method	Value
Compressive Strength, (at 28 days) 2" Cube ¹	ASTM C-109	> 4,500 PSI
Tensile Strength ¹	ASTM C-190	> 350 PSI
Bond Strength with Asphalt ^{1,2}	ASTM C-1583	> 160 PSI
Skid Resistance (at 60km/hr)	ASTM E-1911	>40
	ASTM E-274	> 40
Length Change ¹	ASTM C-157	< 0.024%
Solar Reflectivity Index ^{3,4}	ASTM C-1549	> 0.29
	ASTM E-1980	
Wet Mix Flowability*	ASTM C-939	20-45 sec
Wet Mix Air Voids*	Chase Meter	< 6%
Total Air Content ⁵	Microscope Analysis of Section	< 5%
Flexibility ⁶	½" Thick Beam under Static Load – Max. Deflection	≥ ½"

¹) The data shown is representative of laboratory test 28 day cured samples at 50% humidity.

²) Test sample must be prepared by overlaying ¼" (6mm) of product on 12.5mm HMA sample.

³) A SRI of greater than 29 can be obtained by using pigments or changing the color index of the aggregate. It is not applicable where color pigments are requested.

⁴) Only applicable for projects where a LEED certification credit is a requirement of the surfacing or where a reflective surfacing is specified.

⁵) Required to provide balance between flexibility, minimal permeability and therefore maximum durability.

⁶) Use the same loading rate as for the ASTM C-109 test above.

*) Quality assurance tests for site.

613.02.02 Dry Blend Components

The mineral aggregate used shall be of the type and grade specified for the particular use of the PCSS. The aggregate shall be manufactured crushed stone composed of clean, hard, uncoated particles such as granite, slag, limestone, or other high quality aggregate, or combination thereof. As an alternative, the aggregate may be substituted with approved crushed glass or porcelain as approved by the engineer. The material shall be free from vegetable matter and other deleterious substances and shall meet the requirements contained in ASTM C-144, ASTM C-33, or Microsurfacing Type 1, Type 2 or Type 3. All aggregate shall also be free of caked lumps and oversize particles.

The cement used should be a Type I or Type II cement. Type III cement can be used when the installation conditions require accelerated curing and should be approved by the manufacturer and the engineer.

The dry re-dispersible co-polymers shall be integrated in the dry blend (to ensure uniform polymer load batch to batch) and shall possess the following properties:

Appearance	free-flowing, white powder
Bulk density	350 - 640 g/l
pH value	6.0 – 9.0 (as a 10% dispersion in water)
Min. film building temperature	+ 3°C
Film properties	opaque, flexible, viscoplastic

The fibers shall possess the following properties:

Material Type	Polypropylene
Fiber Geometry	Monofilament
Fiber Length	10 to 20mm
Antistatic Finish	0.1 - 0.2%

The dry blend materials shall be plant mixed and delivered to the site in weatherproof containers.

613.02.03 Water

The water component used for mixing with the PCSS dry blend shall be of potable quality and free from harmful-soluble salts.

613.02.04 Chemical Admixtures/Pigments

Any chemical admixtures and/or color pigments used, the dosage rates and the conditions for use in the PCSS shall be approved by the manufacturer.

613.03 DELIVERY, STORAGE, AND HANDLING

613.03.01 Dry Blend

The dry blend materials shall be delivered to the site in weatherproof containers and stored in a covered and ventilated location.

613.04 EQUIPMENT

The equipment to be used shall be approved by the manufacturer, an approved installer, or the equivalent material representative. The installer shall demonstrate that the equipment and tools shall be capable of handling materials, performing the work, maintaining the minimum level of required productivity, and producing a product of the specified quality and be maintained in good mechanical condition. Equipment not supplied by the manufacturer, or their approved installer shall be made available prior to its use for examination and approval by the engineer. The contractor shall also provide sufficient equipment to enable the prosecution of the work in accordance with the project schedule and completion of the work in the specified time.

613.04.01 Material Handling Equipment

The equipment shall be capable of handling and transferring the dry materials and liquids to the approved mixer without causing spillage, segregation, or contamination.

613.05 CONSTRUCTION

613.05.01 Weather Limitations

A. Required Conditions

PCSS shall only be placed when all of the following conditions are met:

- The pavement surface is dry.
- Ambient and substrate temperatures are 50° F (10° C) and rising and expected to remain above 50° F (10° C) for 6 hours
- There is no forecast of temperatures below 35° F (2° C) within 24 hours from the time of placement.
- Wind velocity is low.

- Relative humidity is normal or high.
- The weather is not foggy or rainy. When rain appears imminent, all placement operations shall cease and the work shall not be resumed until the threat of rain has passed.

B. Cold Weather Requirements

When the ambient temperature is below 50° F (10° C), but will remain above 40° F (5° C) during paving and the substrate temperatures are 50° F (10° C) and rising, the PCSS can be placed only when manufacturer approved accelerators are added to the mix and approval of the Engineer is obtained.

C. Hot Weather Requirements

Care should be taken when placing the PCSS when the substrate temperature exceeds 130° F (50° C). Application temperatures of the substrate above 130° F (50° C) should be closely monitored for performance during the course of application. Any observable defects occurring as a result of extreme temperature should be cause for immediate halting of placement operations.

Where the ambient paving air temperature is going to exceed 90° F (32° C) then the use of cold water should be considered for the blending operation. Where the provision of cold water or replacing the part of the water requirement with ice is not possible, then the use of a retarder should be used with the mix.

613.05.02 Surface Preparation

The substrate that is to receive the PCSS system shall be cleaned of sand, dirt, dust, rock, existing traffic striping and markings or any other debris that could prevent proper adhesion. Cleaning shall be accomplished by power broom, scraping, blowing, power washing, or other approved methods necessary to assure bonding between the PCSS surface course and the substrate. PCSS operations shall not be started until the surface is in a condition as recommended by the manufacturer.

613.05.03 Damaged Substrate

All substrate receiving PCSS shall be free of potholes, spalling, or other areas of structural deterioration. If identified in the plans, or directed by the Engineer, all such areas shall be excavated to a depth where the substrate is structurally sound and repaired with an approved pothole repair method. Structurally deficient areas not identified for repair in the plans shall be reported to the Engineer.

613.05.03 Mixing

The measuring and mixing operation shall be capable of producing a consistent homogeneous mix sufficient to maintain the production levels required for the work. The water and dry blend shall be charged into the mixer and blended to the desired consistency.

613.05.05 Placing

PCSS shall be uniformly deposited on the substrate by either a squeegee or a spray apparatus. The spray apparatus shall be a device approved by the manufacturer. The material shall be used as a two-coat system using stencils to create the look of brick pavers. A smooth or textured surface shall be created as shown on the plans or as directed by the Engineer. A textured surface shall be created by adding aggregate to the mix as specified in the plans.

A. Stenciled Pavement

A base coat of a concrete gray in color PCSS material shall be applied by spray or squeegee on top of the asphalt pavement. The base coat shall provide a grout line color plus seal the surface. Once the base coat has cured, apply the specified stencil pattern and spray the top coat with a brick red in color PCSS material. Remove the stencil and allow the coating to cure. Cure to traffic time is approximately 2 hours at 70 degrees. The total cured thickness should be a minimum of 3/16".

The stencils should be a .022 to .045 thick tear resistant paper with a water resistant coating having 4" x 8" bricks in a running bond pattern.

613.05.06 Curing and Opening to Traffic

Care shall be taken by the contractor to protect the PCSS surface course from traffic until the area is sufficiently cured. Curing time will vary depending on ambient and surface temperatures. The PCSS shall not be opened to traffic until it has reached sufficient compressive strength that the surface will not be damaged by vehicular traffic and the area has been approved for opening by a representative of the manufacturer, the installer, or the Engineer.

613.06 MEASUREMENT AND PAYMENT

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

<u>ITEM</u>	<u>PAY UNIT</u>
Polymer Cement Slurry Surface Decorative Crosswalk	Square Foot

Payment for 8" wide solid white thermoplastic border traffic stripes shall be made under the Item Traffic Stripes, Long Life, Thermoplastic, 4" Wide.

Payment for removal of existing traffic stripes shall be made under the item Removal of Traffic Stripes, 4" Wide.

No separate payment will be made for additional substrate surface preparation such as power brooming, scraping, blowing or power washing but all costs thereof shall be included in the Item Polymer Cement Slurry Surface Decorative Crosswalk.

No separate payment will be made for existing asphalt pavement restoration needed as directed by the Engineer, including crack repairs, asphalt patch repair and leveling where required, but all cost thereof shall be included in the Item Polymer Cement Slurry Surface Decorative Crosswalk.

DIVISION 900 - MATERIALS

SECTION 919 MISCELLANEOUS

919.14 DETECTABLE WARNING SURFACE

Replace entire subsection with the following:

Materials for Detectable Warning Surfaces shall be Vitrified Polymer Composite (VPC) or Matte Finish Polyester Based Fiberglass Reinforced Compression Molded SMC (Sheet Molding Compound) composite material for optimal slip resistance and maximum impact resistance tactile tiles having an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes.

1. Dimensions: Tiles shall be held within the following dimensions and tolerances:

Nominal Tile Size	
Length and Width	12" x 12" 24" x 24" 24"x 36" 24"x 48" 24"x60" 36"x48"
Depth	1.400" +/- 5% max. (C.I.P.) 0.1875"+/- 5% Max Surface Applied
Face Thickness	0.1875+/- 5% max.
Warpage of Edge	+/- 0.5% max.

2. Water Absorption of Tile when tested by ASTM-D570 not to exceed 0.35%.
3. Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.90 on top of domes and field area.
4. Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.
5. Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.
6. Flexural Strength of Tile when tested by ASTM-D-790 not to be less than 24,000 psi.
7. Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.

SECTION 919-MISCELLANEOUS

8. Abrasive Wear of Tile by Taber Abrasion when tested by ASTM-C501-84-96 shall not be less than 300. (The accepted standard for heavy duty flooring products)
Fire Resistance: When tested to ASTM E84 flame spread be less than 25.
9. Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in-lbf/in. A failure is noted if a hairline fracture is visible in the specimen.
10. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile and a Delta E Value of less than 5.
11. Vitriified Polymer Composite (VPC) Cast-n-Place Tiles embedded in concrete shall meet or exceed the following test criteria:
 - a. Adhesion of Tile to underlying substrate when tested to ASTM-C903 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.
 - b. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.
12. For surface applied tiles, fasteners, adhesive and sealants shall be as follows:
 - a. Fasteners shall be color matched, corrosion resistant, flat head drive anchors 1/4"x 1-5/8" composite sleeve anchor with stainless steel pin.
 - b. Adhesive shall be a GNC compound structural urethane adhesive.
 - c. Sealants shall be BASF NPI, Urethane Sealant in "Limestone" color. Color shall be aluminum grey only.

**BID PROPOSAL
BID DOCUMENTS**

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PROPOSAL

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND ORIGINAL DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE AND TWO COPIES.

TITLE: **JERSEY CITY SCHOOL CROSSING SAFETY IMPROVEMENTS – 2013, PHASE 4**

PROJECT NO.: **11-025**

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

TO THE CITY OF JERSEY CITY:

In compliance with your Invitation for Bids dated _____, 2014, we the undersigned hereby declare that we have carefully examined the Plans, Specifications and all other Contract Documents; that we have carefully examined the Project Site and all other matters pertaining to the proposed work; including subsurface conditions and that we propose to furnish all labor, equipment and materials necessary to complete the work in full accordance with the Contract Documents at the price per unit of measure of each scheduled item of work in the following "Schedule of Prices".

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time" that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following Addendum:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

It is understood and agreed that the Total Price stated by the undersigned in the "Schedule of Prices" is based on the Estimated Quantities and will only control in the awarding of the Contract. It is further understood that the quantities stated in the "Schedule of Prices" for the Items are estimated only and may be increased or decreased as provided in the Specifications.

Attached herewith is a:

_____ (Cashier's Check)

_____ (Certified Check)

(Check one) _____ (Bid Bond)

in the amount of \$ _____ representing ten percent (10%) of the Total Price bid; but not more than Twenty Thousand Dollars (\$20,000.00) nor less than Five Hundred Dollars (\$500.00).

The undersigned agrees that this Check or Bid Bond is to be forfeited as liquidated damages and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or forward the required Bonds within the stipulated time. Otherwise, the Check or Bid Bond will be returned to the undersigned.

Choice-of-Retainage:

If the Total Price bid for the Contract work exceeds One Hundred Thousand (\$100,000.00) Dollars the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

_____ 2% Cash from each payment.

_____ 2% of Contract Amount in Bearer Bonds or Notes deposited with the City.

Attachments-to-Proposal:

The Bidder is required to submit the following detailed evidence that he has a competent organization which has constructed work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the Bidder and are hereby made part of this Proposal:

1. A sworn statement of work performed during the last three (3) years. (See "1. *Certificate of Experience*")
2. A sworn statement of Plant and Equipment Questionnaire for use on this Project, consisting of four (4) sheets and attachments prepared by the Bidder. All Bidder's attachments shall be signed. (See attached forms entitled "2. *Plant and Equipment Questionnaire*")
3. * Recent financial statement. (See attached form entitled "3. *Financial Statement*"). For projects with total base bid price of \$1.0 million or greater, the Financial Statement shall be a Certified Financial Statement prepared within the past fifteen (15) months.
4. * Affidavit of Non-Collusion. (See attached form entitled "4. *Non-Collusion Affidavit*")
5. Statement of Corporation or Partnership. (See attached form entitled "5. *Corporation or Partnership Statement*")
- 6.* Bidder is required to complete the enclosed Affirmative Action Forms. (See Bid Documents Subsection entitled "EEO/Affirmative Action Requirements")
7. Bid Guarantee (See Information to Bidders Article No. 9)
8. Consent of Surety (See Information to Bidders Article No.10)
9. * Business Registration Certificate issued by the State of New Jersey, Department of the Treasury (See GC-55 NJ Business Registration Requirements for Construction Contracts).

* **May be submitted within twenty four (24) hours after Bid reception. Business registration certificate may be submitted with proposal or prior to the contract award.**

Failure to submit the Attachments will result in the rejection of the bid.

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- ___ * List of Prices
- ___ * Grand Total Bid Price
- ___ Alternate(s), if applicable, with supporting documentation, if applicable.
- ___ Substitutions, if applicable, are attached in conformance with the Information to Bidders, Article 22, Substitutions
- ___ * Certificate of Experience of General Contractor
- ___ Certificate of Experience for subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- ___ * Plant and Equipment Questionnaire completed by General Contractor
- ___ Plant and Equipment Questionnaire completed by Subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- ___ Financial Statement (for projects with total base bid price of \$1.0 million or greater, the Financial Statement shall be a Certified Financial Statement prepared within the past fifteen (15) months.)
- ___ Non-Collusion Affidavit
- ___ * Corporation or Partnership Statement
- ___ Form MWB-3 - Minority/Women Business Compliance Plan (3 Forms)
- ___ * Bid Bond
- ___ * Consent of Surety
- ___ Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
- ___ New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
- ___ * Written Acknowledgement of Addendum (if issued), on Page P-1 of the Bid Form, pursuant to N.J.S.A. 40A:11-23.2 (e).

Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the Bid reception.

SCHEDULE OF PRICES

ITEM NO. 1 CONSTRUCTION SIGNS \$ _____

150 SF @ \$ _____ per Square foot

(Write Unit Price)

ITEM NO. 2 BREAKAWAY BARRICADES \$ _____

10 Units @ \$ _____ per Unit

(Write Unit Price)

ITEM NO. 3 DRUM \$ _____

10 Units @ \$ _____ per Unit

(Write Unit Price)

ITEM NO. 4 TRAFFIC CONE \$ _____

50 Units @ \$ _____ per Unit

(Write Unit Price)

ITEM NO. 5 **9"x 20" CONCRETE VERTICAL CURB** \$ _____

80 LF @ \$ _____ per Linear Foot

(Write Unit Price)

ITEM NO. 6 **CONCRETE SIDEWALK, 4" THICK** \$ _____

80 SY @ \$ _____ per Square Yard

(Write Unit Price)

ITEM NO. 7 **DETECTABLE WARNING SURFACE** \$ _____

2.66 SY @ \$ _____ per Square Yard

(Write Unit Price)

ITEM NO. 8 **POLYMER CEMENT SLURRY SURFACE,
DECORATIVE CROSWALK** \$ _____

14,832 SF @ \$ _____ per Square Foot

(Write Unit Price)

ITEM NO. 14 SAWCUTTING, 10" OR LESS

\$ _____

200 LF @ \$ _____ per Linear Foot

(Write Unit Price)

CONSTRUCTION BASE BID PRICE

\$ _____

(In figures)

\$ _____

(Price in Words, Dollars and Cents)

**ITEM NO. 15 TRAFFIC DIRECTORS, J.C. POLICE
(INCLUDING VEHICLE AND FUEL)**

\$ _____

\$35,800.00 LUMP SUMP

(Thirty Five Thousand Eight Hundred Dollars and Cero Cents)

TOTAL CONSTRUCTION BASE BID PRICE (INCLUDING ITEM 15)

\$ _____

(In figures)

\$ _____

(Price in Words, Dollars and Cents)

PROPOSAL (CONTINUED)

The undersigned is _____ (an individual)
_____ (a corporation) under the laws
_____ (a partnership)

of the State of _____ having offices
at _____

	Signed	_____
	Name	_____
(Type or Print)	Title	_____
	Company	_____
	Address	_____

	Phone	_____
	Fax	_____
	E-Mail	_____

(Seal if Bid is by a Corporation)

PROPOSAL (CONTINUED)

STATE OF _____)

: ss.

COUNTY OF _____)

I, _____ of the City of _____, in the
County of _____ and the State of _____, of full age,
having been duly sworn according to law, upon my oath depose and say that:

I am _____ of _____, and
Title Name of Organization

in that capacity, I am authorized or empowered to submit this Proposal and all statements
herein contained are true and correct.

Sworn and Subscribed to the _____
City of Jersey City
Signature

before me this _____ day

of _____, 2013.

SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My commission expires _____

1. CERTIFICATE OF EXPERIENCE:

The Bidder must supply a document which will indicate his experience in performing the required work under this Project. This document shall be attached to this Proposal and along with this Certificate, shall be signed by Bidder.

The information to be included on this document shall consist of at least the following:

- (1) Name of Owner
- (2) Amount of Contract
- (3) Type of Work
- (4) Name of Owner's Engineer in Charge of Work
- (5) Address of Owner's Engineer, Street and Municipality
- (6) Approximate Dates

_____ hereby certifies that
_____ has performed the following work as described
on the attached sheet within the past three (3) years.

Witness

Name of Bidder

By _____

Title

Date

IMPORTANT: THIS CERTIFICATION MUST BE FILLED IN BY BIDDER.

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By _____

_____ a Corporation

_____ a Partnership

_____ an Individual

With Principal Office at _____.

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

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

b. Explain your plan and schedule for performing the proposed work.

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

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

d. Do you intend to do the concrete work on the proposed work with your own forces?
 _____ If so, give type of equipment to be used.

e. Do you intend to sublet any portions of the work? _____ If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Plumbing & Gas Fitting and all kindred work	_____	_____ _____
Steam and Hot Water Heating and Ventilating Apparatus, and all kindred Work	_____	_____ _____
Electric Work	_____	_____ _____
Structural Steel & Ornamental Iron	_____	_____ _____

Each subcontractor listed above shall fill out and submit a Certificate of Experience (as shown in this Bid Proposal) and items a, b, c, f, g, h, i and the remaining affidavit, duly executed, on the last page of the "Plant and Equipment Questionnaire". The General Contractor shall supply each subcontractor with duplicate pages of this proposal to be filled out by the subcontractor and then submitted with the bid proposal.

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

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

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

The information to be included on this document shall consist of at least the following:

- (a) Owner
- (b) Location
- (c) Description
- (d) Adjusted Contract Amount
- (e) Amount Completed and Billed
- (f) Additional Earned Since Last Estimate
- (g) Balance to be Completed
- (h) Estimated Date of Completion
- (i) Totals of Items, D, E, F, G and H above

- g. What equipment do you own that is available for and intended to be used on the proposed project?

The information to be included on this document shall consist of at least the following:

- (a) Quantity
- (b) Type of Equipment
- (c) Description, Size, Capacity, etc.
- (d) Condition
- (e) Years of Service
- (f) Present Location

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

h. What equipment do you intend to purchase or lease for use on the proposed work, should the Contract be awarded to you?

The information to be included on this document shall consist of at least the following:

- (a) Quantity
- (b) Type of Equipment
- (c) Description, Size, Capacity, etc.
- (d) Approximate Cost Purchase/Lease

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

The undersigned hereby declare(s) that the items of equipment in Question g are owned by _____, and are available for and are intended to be used on the Project, if awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Question h.

If awarded the Contract, the undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of Contract, as set forth in NJSS Subsection 108.14, the Governing Body has the right to take over the leased equipment for use in completing the work.

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

STATE OF _____)

: ss.

COUNTY OF _____)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, having been duly sworn according to law, upon my oath depose and say that:

I am _____ of _____, and that
Title Name of Organization

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

Sworn and Subscribed to the
City of Jersey City

before me this _____ day

of _____, 2012.

SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My commission expires _____

3. FINANCIAL STATEMENT
(see no. 3 on page p-3)

ASSETS

Cash on Hand..... \$ _____

Cash in Bank and
name of said Bank..... \$ _____

Accounts receivable from completed contracts \$ _____

Real Estate used for business purposes..... \$ _____

Material in Stock..... \$ _____

Equipment Book Value..... \$ _____

Furniture and Fixtures..... \$ _____

Other Assets..... \$ _____

TOTAL ASSETS..... \$ _____

LIABILITIES

Notes payable to Bank \$ _____

Notes payable for Equipment
obligations..... \$ _____

Notes payable for other
obligations..... \$ _____

Accounts payable \$ _____

Other Liabilities \$ _____

TOTAL LIABILITIES..... \$ _____

4. NON-COLLUSION AFFIDAVIT

PROJECT TITLE:

STATE OF _____)

: ss.

COUNTY OF _____)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, having been duly sworn

according to law, upon my oath depose and say that:

I am _____ of _____, the
Title Organization

Bidder making the Proposal for the above named Project and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken 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 City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

(Name of Contractor)

Sworn and Subscribed to the _____
City of Jersey City

before me this _____ day

of _____, 2012.

SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My commission expires _____

5. CORPORATION OR PARTNERSHIP STATEMENT

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

Incorporated: _____ Partnership: _____ Date: _____

Legal Name of Bidder: _____

Business Address: Street, City, State and Zip Code

Telephone: () _____

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

Name: _____ Address: _____

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

Signed: _____

Title : _____

6. BID GUARANTEE (SEE INFORMATION TO BIDDERS ARTICLE NO. 09)

7. CONSENT OF SURETY (SEE INFORMATION TO BIDDERS ARTICLE NO. 10)

**FEDERAL ATTACHMENTS
FEDERAL AID PROJECT
REQUIREMENTS**

NOTICE

THIS IS A FEDERAL-AID PROJECT AND THE PRACTICE OF LEASING EMPLOYEES IS NOT PERMISSIBLE ON FEDERAL-AID PROJECTS.

“LEASING EMPLOYEES” IS THE PRACTICE WHEREBY A CONTRACTOR OR SUBCONTRACTOR CONTRACTS WITH AN EMPLOYMENT AGENCY TO PROVIDE WORKERS FOR A PROJECT AND, ALTHOUGH THE CONTRACTOR OR SUBCONTRACTOR DIRECTS AND SUPERVISES THE WORKERS ON THE PROJECT, THE EMPLOYMENT AGENCY PAYS THE WORKERS AND MAINTAINS THE CERTIFIED PAYROLL REPORTS.

THE ACT OF HIRING EMPLOYEES THROUGH AN EMPLOYMENT AGENCY IS, IN ITSELF, PERMISSIBLE; HOWEVER, WHEN DOING SO, THE CONTRACTOR OR SUBCONTRACTOR MUST PAY THE WORKERS AND MAINTAIN THE REQUIRED CERTIFIED PAYROLL REPORTS.

IF YOU HAVE ANY QUESTIONS RELATED TO THIS MATTER, PLEASE CONTACT THE NEAREST OFFICE OF THE UNITED STATES DEPARTMENT OF LABOR’S DIVISION OF WAGE AND HOUR.



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. BOX 600
TRENTON, NEW JERSEY 08625-0600

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JAMES S. SIMPSON
Commissioner

ATTENTION ALL NJDOT CONSTRUCTION CONTRACTORS

Dear Contractor:

SUBJECT: EXEMPTION TO NEW JERSEY PREVAILING WAGE LAW – TRUCKERS

Please be advised that the New Jersey Prevailing Wage Law entitles all workers on any Public Works Contract to prevailing wages established at the time of contract award. However, truck drivers who deliver materials for a bona fide supplier are not covered. This is the only exemption to the New Jersey Prevailing Wage Law applicable to truck drivers. All other truck drivers must be reported with your company's certified payrolls.

We are fully committed to implementing all the pertinent provisions of New Jersey's Prevailing Wage Law on NJDOT construction contracts. If you have any questions or need further clarification on this matter, please contact Mr. Amadeo Miro, Coordinator for our Wage Rate Compliance Program at 609-530-2151.

Sincerely,


Joseph W. Mrozek
Deputy Commissioner

Revised 3/19/2010
S:Division of Civil Rights:Wage RateUnit:ContractorPayrollNotice.TRUCKERS.2009



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. BOX 600
TRENTON, NEW JERSEY 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

ATTENTION: OUT OF STATE BRIDGE PAINTING CONTRACTORS

Dear Contractor:

SUBJECT: ROOM AND BOARD IN LIEU OF HOURLY BENEFITS

As an out-of-state contractor recently awarded a NJDOT Bridge Painting contract, you should be aware that rules and regulations developed by the New Jersey Department of Labor and Workforce Development under New Jersey's Prevailing Wage Law *do not* recognize room and/or board as an allowable hourly benefit. Please be advised that this matter has been upheld by a New Jersey Superior Court decision.

We hope this information will help to avoid any potential misunderstandings concerning NJ's Prevailing Wage Law on NJDOT Bridge Painting contracts. If you have any questions or need to discuss this matter, please contact Mr. Amadeo Miro, Coordinator for our Wage Rate Compliance Program at 609-530-2151.

Sincerely,


Joseph W. Mrozek
Deputy Commissioner

Revised 3/19/2010
S:Division of Civil Rights:Wage Rate Unit:Contractor Payroll Notice:Room Board 2009

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

PROJECT : _____
MUNICIPALITY: _____
COUNTY: _____
BIDDER: _____

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

I. AFFIRMATIVE ACTION

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSEES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

II. THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

THAT IF THE BIDDER HAS PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE, AS REQUIRED BY EXECUTIVE ORDER 10925, 11114, OR 11246, ALL REPORTS DUE UNDER THE APPLICABLE FILING REQUIREMENTS HAVE BEEN FILED WITH THE JOINT REPORTING COMMITTEE, THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE, A FEDERAL GOVERNMENT CONTRACTING OR ADMINISTRATING AGENCY, OR THE FORMER PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY.

NOTE: THIS SECTION (II) IS REQUIRED BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7 (B) (1)) FOR FEDERALLY FUNDED PROJECTS, AND MUST BE CERTIFIED TO BY BIDDERS ONLY IN CONNECTION WITH CONTRACTS AND SUBCONTRACTS WHICH ARE SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE. CONTRACTS AND SUBCONTRACTS WHICH ARE EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE ARE SET FORTH IN 41 CFR 60-1.5. (GENERALLY ONLY CONTRACTS AND SUBCONTRACTS OF \$10,000 OR UNDER ARE EXEMPT).

CURRENTLY, STANDARD FORM 100 (EEO-1) IS FOR FHWA AND FRA FUNDED PROJECTS AND STANDARD FORMS 100 (EEO-1) AND 257 ARE FOR UMTA FUNDED PROJECTS AS REQUIRED BY EXECUTIVE ORDERS OR THEIR IMPLEMENTING REGULATIONS.

CONTRACTORS WHO HAVE PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EXECUTIVE ORDERS AND HAVE NOT FILED THE REQUIRED REPORTS SHOULD NOTE THAT 41 CFR 60-1.7(B) (1) PREVENTS THE AWARD OF CONTRACTS UNLESS SUCH CONTRACTOR SUBMITS A REPORT COVERING THE DELINQUENT PERIOD OR SUCH OTHER PERIOD SPECIFIED BY THE PARTICIPATING FEDERAL AGENCY OR BY THE DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE, U.S. DEPARTMENT OF LABOR.

PROJECT : _____

MUNICIPALITY: _____
COUNTY: _____
BIDDER: _____

III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS

THAT THIS PROPOSAL HAS BEEN EXECUTED WITH FULL AUTHORITY SO TO DO; THAT SAID BIDDER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE, COMPETITIVE BIDDING IN CONNECTION WITH THE ABOVE NAMED PROJECT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE STATE OF NEW JERSEY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID PROJECT.

THE BIDDER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE SUCH CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY THE BIDDER. (N.J.S.A. 52:34-15)

IV. CERTIFICATION FOR FEDERAL AID CONTRACTS

THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AND OFFICER OR EMPLOYEE OF ANY FEDERAL AGENCY, A MEMBER OF CONGRESS, AND OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN., THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN., OR COOPERATIVE AGREEMENT.

THAT IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY FEDERAL AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

THE PROSPECTIVE PARTICIPANT ALSO AGREES BY SUBMITTING HIS OR HER BID OR PROPOSAL THAT HE OR SHE SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ALL LOWER TIER SUBCONTRACTS, WHICH EXCEED \$100,000 AND THAT ALL SUCH SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

V. THIS SECTION IS RESERVED

PROJECT : _____
MUNICIPALITY: _____

COUNTY: _____

BIDDER: _____

**VI. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)
(REQUIRED FOR FHWA LOCAL LEAD PROJECTS)**

THAT HE SHALL MEET THE REQUIREMENTS OF THE DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT DISADVANTAGED BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

**VII. DEBARMENT
(REQUIRED FOR FHWA PROJECTS)**

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE DEFAULT.

SHALL INSERT FORM FHWA 1273 IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY TURN BE MADE.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE BIDDER SHALL EXPLAIN BELOW.

PROJECT : _____

MUNICIPALITY: _____

COUNTY: _____

BIDDER: _____

BIDDERS' SIGNATURE AND NOTIFICATION

I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CAREFULLY EXAMINED THE ADVERTISEMENT, STANDARD SPECIFICATIONS, SUPPLEMENTARY SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED ON PAGE ONE OF THE PROPOSAL.

AN INDIVIDUAL)
THE BIDDER IS A PARTNERSHIP) UNDER THE LAWS OF
A CORPORATION)

THE STATE OF _____ HAVING PRINCIPAL OFFICES

AT _____

(BIDDER) _____

(SIGNATURE) _____

(TITLE) _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 19 __

NOTARY PUBLIC OF

MY COMMISSION EXPIRES _____ 19 __

AFFIX
CORPORATE
SEAL
HERE

PROJECT : _____

MUNICIPALITY: _____

COUNTY: _____

BIDDER: _____

FORM B - AFFIDAVIT OF DBE STATUS

STATE OF _____)

) SS.

COUNTY OF _____)

I, _____ OF THE CITY OF _____

IN THE COUNTY OF _____ AND THE STATE OF _____,

BEING OF FULL AGE AND DULY SWORN TO LAW ON MY OATH DEPOSE AND SAY THAT:

I AM _____ OF THE FIRM OF _____

HAVING AN ADDRESS OF _____

WHICH FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL PROVIDE INFORMATION REQUESTED BY THE CONTRACTING AGENCY TO DOCUMENT THE FACT THAT THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

(SIGNATURE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20__

NOTARY PUBLIC OF

MY COMMISSION EXPIRES _____ 20__

PROJECT:

BIDDER IDENTIFICATION
NO. _____

FORM B- AFFIDAVIT OF EMERGING SMALL BUSINESS ENTERPRISE (ESBE) STATUS

STATE OF _____

SS.

COUNTY OF _____

I, _____ OF THE _____ OF _____ IN THE COUNTY OF _____
AND THE STATE OF _____, BEING FULL AGE AND SWORN ACCORDING TO LAW ON
MY OATH DEPOSE AND SAY THAT:

I AM _____ OF THE FIRM OF _____
HAVING AN ADDRESS OF _____
WHICH FIRM IS A DEFINED IN SECTION V, PARAGRAPH B.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL PROVIDE
INFORMATION REQUESTED BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO DOCUMENT THE FACT
THAT THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

(SIGNATURE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS
_____ DAY OF _____ 20 _____

NOTARY PUBLIC OF _____
MY COMMISSION EXPIRES _____ 20 _____

NJDOT FORM B

FEDERAL ATTACHMENT

FHWA ATTACHMENT NO. 1

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
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- IV. Davis-Bacon and Related Act Provisions
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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO 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. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty 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 minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. 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 race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will 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.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its 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.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts

should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of 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 race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number 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 Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The

employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions

made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program 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, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the

overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting

agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to

be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is

submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion--Lower Tier
Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XI. CERTIFICATION REGARDING USE OF CONTRACT
FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA ATTACHMENT NO. 2

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these Specifications:
 - a. Covered area means the geographical area in which the Project is located.
 - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
 - c. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
 - d. Minority includes:
 - (1) Black (a person having origins in any of the black African racial groups not of Hispanic origin);
 - (2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 6a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
4. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.
6. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individual working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiles under 6b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and females and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6a through p). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 6A through p of these Specifications provided that the Contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and females in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, make a good faith effort to meet its individual goals and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The Contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The Contractor shall not enter any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 6 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the

Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the community Development Block Grant Program).
15. 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.

FHWA ATTACHMENT NO. 3

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are as shown on Page 2.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4. (3) a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor will provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
3. As used in this Notice and in the Contract resulting from this solicitation the covered area is the county or counties in which the Project is located.
4. If a project is located in more than one county, the minority work hours goal, only, will be determined by the county which serves as the primary source of hiring or, if workers are obtained almost equally from one or more counties, the single minority goal will be the average of the affected county goals.

WORK HOUR GOALS IN EACH TRADE FOR MINORITY AND FEMALE PARTICIPATION

COUNTY	MINORITY PARTICIPATION PERCENT	FEMALE PARTICIPATION PERCENT
Atlantic	18.2	6.9
Bergen	15	6.9
Burlington	17.3	6.9
Camden	17.3	6.9
Cape May	14.5	6.9
Cumberland	16	6.9
Essex	17.3	6.9
Gloucester	17.3	6.9
Hudson	12.8	6.9
Hunterdon	17	6.9
Mercer	16.4	6.9
Middlesex	15	6.9
Monmouth	9.5	6.9
Morris	17.3	6.9
Ocean	17	6.9
Passaic	12.9	6.9
Salem	12.3	6.9
Somerset	17.3	6.9
Sussex	17	6.9
Union	17.3	6.9
Warren	1.6	6.9

FHWA ATTACHMENT NO. 4

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

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

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;
- b. 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 or sex;
- c. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, 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.
- d. 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;
- e. 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;
- f. 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
- g. 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.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

FHWA ATTACHMENT NO. 5

EMERGING SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT FHWA FUNDED CONTRACTS

I UTILIZATION OF EMERGING SMALL BUSINESS ENTERPRISE (ESBE) AS CONTRACTORS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation (NJDOT) advises each contractor or subcontractor that failure to carry out the requirements set forth in this attachment shall constitute a breach of contract and, after the notification of the applicable federal 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 subcontracts in accordance with USDOT requirements.

II POLICY.

It is the policy of the NJDOT that Emerging Small Business Enterprises (ESBE), as defined in Section IV, Part B below, shall have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. In furtherance of this policy the NJDOT has established an Emerging Small Business Enterprise Program. This program is designed to promote participation and shared economic opportunity by smaller firms who qualify as ESBE's in NJDOT construction contracts and is undertaken pursuant to the authority contained in 23 CFR Part 26.

III. CONTRACTOR'S ESBE OBLIGATION.

The contractor agrees to ensure that ESBE's, as defined in Section IV, Part B below, have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In performing work under this agreement with the NJDOT, the contractor shall take all necessary and reasonable steps in accordance with the provisions of this attachment to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract obligation including, but not limited to, its performance of its obligations under this ESBE attachment.

IV. GOALS FOR THIS PROJECT.

A. This project includes a goal of awarding 0 percent of the total contract value to subcontractors, equipment lessors and/or material suppliers, which qualify as ESBE's.

1. Failure to meet the minimum goal placed on this project, or to provide a good faith effort to meet the minimum goal, may be grounds for rejection of the bid as being non-responsive.
2. As a source of information only, an ESBE Directory is available from the Division of Civil Rights/Affirmative Action. Use of this listing does not relieve the contractor of its responsibility to seek out ESBE's not listed, prior to bid. If a contractor proposes to use an ESBE contractor not listed in the ESBE Directory, the proposed ESBE firm must submit a completed certification application to the Division of Civil Rights/Affirmative Action, fifteen (15) days prior to bid date.

B. DEFINITIONS.

1. Emerging Small Business Enterprise is defined as: a for-profit business concern classified as a small business pursuant to the appropriate Small Business Administration regulations, and which is owned and controlled by individuals who do not exceed the personal net worth criteria (\$1.32 Million) established in 49 CFR Part 26.
2. Owned and Controlled is defined as: that at least 51% of the ownership interests as well as the management and daily business operations of the firm reside in individuals whose personal net worth does not exceed the requirements established in 49 CFR, Part 26.

V. COUNTING ESBE PARTICIPATION.

- A. Each ESBE is subject to a certification procedure to ensure its ESBE eligibility status prior to the award of contract. In order to facilitate this process it is advisable for the bidder to furnish names of proposed ESBE's to the Department 15 days before bid opening. Once a firm is determined to be a bona fide ESBE by the Division of Civil Rights/Affirmative Action, the total dollar value of the contract awarded to the ESBE is counted toward the applicable goal.
- B. The contractor may count toward its ESBE goal only expenditures to ESBE's that perform a commercially useful function in the work of a contract. An ESBE is considered to perform 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 determine whether an ESBE is performing a commercially useful function, the contractor shall evaluate the amount of work contracted, industry practice and other relevant factors.
- C. If a ESBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the ESBE subcontracts 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, you must presume that it is not performing a commercially useful function.
- D. If the prime contractor is a certified ESBE, payments made to the contractor for work performed by the contractor will be applied toward the ESBE goal. Payments made to the prime contractor for work performed by non-ESBE's will not be applied toward the ESBE goal.
- E. The prime contractor may count 60 percent of its expenditures to ESBE suppliers that are not manufacturers, provided that the ESBE supplier performs a commercially useful function in the supply process. The contractor may count 100% of its expenditure to ESBE suppliers who are also manufacturers. Manufacturers receive 100% credit toward the ESBE goal.

VI GOOD FAITH EFFORT.

To demonstrate sufficient reasonable efforts to meet the ESBE contract goals, a bidder shall document the steps it has taken to obtain ESBE participation, including but not limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform ESBE's of prime contracting and subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and small business publications for at least 20 days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to ESBE's that their interest in the contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by ESBE's in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with ESBE's for specific bids including at a minimum:
 - 1. The names, addresses and telephone numbers of ESBE's that were contacted;
 - 2. A description of the information provided to ESBE's regarding the plans and specifications for the work to be performed; and
 - 3. A statement of why additional agreements with ESBE's were not reached;
- F. Information regarding each ESBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the ESBE in obtaining bonding or insurance required by the bidder or the department.

NOTE: If the Division of Civil Rights/Affirmative Action determines that the apparent successful low bidder has failed to meet the requirements of this section, the bidder will be afforded the

opportunity for an administrative reconsideration of that determination prior to the award or rejection of the contract. As part of the administrative reconsideration process, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. NJDOT will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the USDOT.

VII SUBMISSION OF REQUIRED DOCUMENTS.

The following shall be submitted either with the bid or to the Division of Civil Rights and Affirmative Action no later than seven (7) State business days after the date of receipt of bids.

1. ESBE Form CR-266F - Schedule of ESBE Participation. List all ESBE's participating in the contract; listing the scope of work, dollar value and percent of total contract to be performed.
2. Supplement to ESBE Form CR-266F - A list of all subcontractors who submitted bids or quotes on this project.
3. Request for Exemption - In the event that the bidder fails to meet the specified goal, they must submit within Seven State business days of the bid, a written request for exemption to the goal. This request must include a written statement addressing Items A through G in Article VI of this attachment in addition to an accounting of the reason(s) why each items in the bid proposal was not subcontracted. Submittal of such request does not imply departmental approval. An assessment of the material will be conducted by the Department's Division of Civil Rights/Affirmative Action.
4. The name of the person who is serving as its ESBE Liaison Officer

VIII ESBE LIAISON OFFICER.

- A. The contractor shall designate an ESBE Liaison Officer who shall be responsible for the administration of its ESBE program in accordance with the requirements of this attachment.

IX OBLIGATIONS AFTER AWARD OF THE CONTRACT.

If at any time following the award of 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, said contractor shall take the following actions:

1. Notify the RE, in writing, of the type and approximate value of the work the contractor intends to accomplish by such subcontract, purchase order or lease.
2. Attempt to obtain a qualified ESBE to perform the work.
3. Submit the Post-Award ESBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award ESBE forms may be obtained from the RE.

X 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 this attachment.

XI SELECTION AND RETENTION OF SUBCONTRACTORS.

- A. The contractor is further obligated to provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as an ESBE.
- B. The contractor shall identify all efforts it made to identify and retain an ESBE as a substitution subcontractor when the arrangements with the original ESBE proved unsuccessful shall be submitted in writing to the Department's ESBE Coordinator for approval. Work in the category concerned shall not begin until such approval is granted in writing.

- C. Notification of a subcontractor's termination will be sent to the Department by the contractor through the RE. Said termination notice will state whether the subcontractor is an ESBE and the reason for termination.

XII CONCILIATION.

Allegations of breach of any obligation contained in these ESBE provisions will be investigated by the Federal Office of Contract Compliance in conjunction with the Division of Civil Rights/Affirmative Action of the New Jersey Department of Transportation and the Federal Highway Administration.

XIII DOCUMENTATION.

- A. The Department or the federal funding agencies may at any time require such information as is deemed necessary in the judgment of the Department to ascertain the compliance of any bidder or contractor with the terms of these provisions.

- B. Record and Reports.

The Contractor shall keep such records as are necessary to determine compliance with its Emerging Small Business Enterprise Utilization obligations. The records kept by the contractor will be designed to indicate:

1. The names of ESBE contractors, equipment lessors and material suppliers contacted for work on this project.
 2. Work, services and materials which are not performed or supplied by the prime contractor.
 3. The actual dollar value of work subcontracted and awarded to ESBE's.
 4. Efforts taken in seeking out and utilizing ESBE's. This would include solicitations, quotes and bids regarding project work items, supplies, leases, or other contract items.
 5. Documentation of all correspondence, contacts, telephone calls, or other actions taken to obtain the services of ESBE's on this project.
 6. Records of all ESBE's who have submitted quotes/bids to the contractor on the project.
- C. Submit reports, as required by the Department, on those contracts and other business transactions executed with ESBE's in such form and manner as may be prescribed by the Department.
 - D. All such 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.

XIV PAYMENT TO SUBCONTRACTORS.

The Contractor agrees to pay its subcontractors in accordance with the Specifications

XV NON-COMPLIANCE.

Failure by the bidder to comply with these provisions may result in rejection of the bid. The contractor may further be declared ineligible for future Department contracts.

FHWA ATTACHMENT NO. 5

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION ATTACHMENT FHWA FUNDED CONTRACTS

I UTILIZATION OF DISADVANTAGED BUSINESSES AS CONTRACTORS, MATERIAL SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation (NJDOT) advises each contractor or subcontractor that failure to carry out the requirements set forth in this attachment shall constitute a breach of contract and, after the notification of the applicable federal 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 subcontracts in accordance with USDOT requirements.

II POLICY

It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21st Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 26, Subsections A, C and F apply to this agreement.

III CONTRACTOR'S DBE OBLIGATION

The NJDOT and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A; and in the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21), and Section V, Part B below, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

IV COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of DBE Participation (Form CR-266F) included in the bid package and all forms and documents required in Sections VII and VIII of these provisions which will be made a part of the resulting contract.

V GOALS FOR THIS PROJECT

- A. This Project includes a goal of awarding 0 percent of the total contract value to subcontractors, equipment lessors and/or material suppliers that qualify as Disadvantaged Business Enterprises (DBEs).
1. Failure to meet the minimum goal placed on this project, or to provide a "good faith effort" to meet the minimum goal, may be grounds for rejection of the bid as being non-responsive.
 2. As a source of information only, a Disadvantaged Business Enterprise Directory is available from the Division of Civil Rights and Affirmative Action. Use of this listing does not relieve the Contractor of their responsibility to seek out other DBE's not listed, prior to bid. If a contractor proposes to use a DBE contractor not listed in the DBE Directory, the proposed DBE firm must submit a completed certification application to the Division of Civil Rights and Affirmative Action, fifteen (15) days prior to bid date.

B. DEFINITIONS

1. Disadvantaged Business Enterprise is a firm, "Owned and controlled" by socially and economically disadvantaged individuals that is also a small business concern, as defined pursuant to Section 3 of the Small Business Act and Small Business Administration Regulations (13 CFR, Part 121) which also does not exceed the revenue cap on averaged annual gross receipts applicable to the firm's particular Standard Industrial Classification (SIC Code).
2. Owned and Controlled is defined as a firm which is at least fifty-one (51%) percent owned by one or more disadvantaged individuals, or in the case of a publicly owned business, at least fifty-one (51%) percent of the stock is owned by one or more disadvantaged individuals, and whose management and daily business operations are controlled by one or more such individuals.
3. Any individual in one of the following groups who is also a U.S. Citizen or lawfully admitted permanent resident presumed to be socially and economically disadvantaged under the DBE Program.
 - (a) Black Americans – includes any persons having origins in any of the black racial groups of Africa;
 - (b) Hispanic Americans - includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture; or origin, regardless of race;
 - (c) Native American - includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
 - (d) Asian-Pacific Americans - includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau) the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
 - (e) Subcontinent Asian Americans - includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (f) Women - regardless of race;
 - (g) Other - Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration, at such time as the SBA designation becomes effective; or a determination made by the NJDOT's Division of Civil Rights and Affirmative Action, on a case-by-case basis;

VI COUNTING DBE PARTICIPATION

- A. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to award of contract. In order to facilitate this process it is advisable for the bidder to furnish the names of proposed DBE's to the Department fifteen (15) days before bid opening. Once a firm is determined to be a bona fide DBE by the Division of Civil Rights and Affirmative Action, the total dollar value of the contract awarded to the DBE is counted toward the applicable DBE goal.
- B. The Contractor may count toward its DBE goal only expenditures to DBE's that perform a commercially useful function in the work of a contract. A DBE is considered to perform 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 determine whether a DBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practice and other relevant factors.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts 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, you must presume that it is not performing a commercially useful function.

- D. If the prime Contractor is a certified DBE, payments made to the Contractor for work performed by the Contractor will be applied toward the DBE goal. Payments made to the Contractor for work performed by non-DBE's will not be applied toward the goal.
- E. The prime Contractor may count 60 percent of its expenditures to DBE suppliers who are not Manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process. The contractor may count 100% of its expenditure to DBE suppliers who are also manufacturers. Manufacturers receive 100% credit toward the DBE goal.
- F. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the DBE goals only if the subcontractor itself is a DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, does not count toward DBE goals.

VII GOOD FAITH EFFORT

To demonstrate sufficient reasonable efforts to meet the DBE contract goals, a bidder shall document the steps it has taken to obtain DBE participation, including but not limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform DBE's of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, as well as minority-focus media for at least 20 days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to DBE's that their interest in the contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with DBE's for specific sub-bids including at a minimum:
 - 1. The names, addresses and telephone numbers of DBE's that were contacted;
 - 2. A description of the information provided to DBE's regarding the plans and Specifications for portions of the work to be performed; and
 - 3. A statement of why additional agreements with DBE's were not reached;
- F. Information regarding each DBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the DBE in obtaining bonding or insurance required by the Bidder or the Department.

NOTE: If the Division of Civil Rights and Affirmative Action determines that the apparent successful low bidder has failed to meet the requirements of this section, the bidder will be afforded the opportunity for administrative consideration prior to the award or rejection of the contract. As part of the administrative reconsideration process, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. NJDOT will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the USDOT.

VIII AFFIRMATIVE ACTION PLANS

- A. General contractors are required to submit their firm's Affirmative Action Program annually to the Division of Civil Rights and Affirmative Action. Until such time as these programs are submitted and approved, Contractors must have their programs in the Division of Civil Rights and Affirmative Action no later than seven (7) State business days after the date of receipt of bids.
- B. This program will include, but is not limited to the following:
 - 1. The name of the Contractor's D/ESBE Liaison Officer to administer the firm's Disadvantaged Business Program.

2. An explanation of the affirmative action methods used in seeking out and considering Disadvantaged Business Enterprises as subcontractors, material suppliers or equipment lessors.
 3. An explanation of affirmative action methods intended to be used in seeking out and considering Disadvantaged Business Enterprises as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the contract and for the duration of said project.
- C. The following shall be submitted either with the bid or to the Division of Civil Rights and Affirmative Action no later than seven (7) State business days after the date of receipt of bids.
1. DBE Form CR-266F- Schedule of DBE Participation. List all DBE's participating in the contract listing the scope of work, dollar value and percent of total contract to be performed.
 2. Supplement to DBE Form CR-266F - A list of all subcontractors who submitted bids or quotes on this project.
 3. Request for Exemption - In the event that the bidder fails to meet the specified goal, they must submit within seven State business days of the bid, a written request for exemption to the goal. This request must include a written statement addressing Items A through G in Article VII of this attachment in addition to an accounting of the reason(s) why each items in the bid proposal was not subcontracted. Submittal of such request does not imply Departmental approval. An assessment of the material will be conducted by the Department's Division of Civil Rights and Affirmative Action.

IX AFFIRMATIVE ACTION AFTER AWARD OF THE CONTRACT

If at any time following the award of 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, said Contractor shall take affirmative action:

1. To notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
2. To signify and affirm compliance with the provisions of this Section, the Contractor shall submit the Post-Award DBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award DBE forms may be obtained from the RE.
3. To give disadvantaged firms equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
4. If a prime contractor fails to meet its original DBE obligation, they must request an exemption to the goal following criteria in Section VIII (C)(4) and provide a good faith effort thereof. This request must include a written statement addressing each of the Good Faith Efforts outlined in Section VII, A-G.

X 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 this attachment.

XI SELECTION AND RETENTION OF SUBCONTRACTORS

- A. The Contractor is further obligated to provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as disadvantaged.
- B. Efforts made to identify and retain a Disadvantaged Business Enterprise as a substitution subcontractor when the arrangements with the original DBE proved unsuccessful, shall be submitted in writing to the Department's D/ESBE Liaison Officer for approval. Work in the category concerned shall not begin until such approval is granted in writing.
- C. Notification of a subcontractor's termination will be sent to the Department by the Contractor through the RE. Said termination notice will include the subcontractor's ethnic classification and reason for termination.

XII CONCILIATION

In cases of alleged discrimination regarding these DBE provisions and guidelines, an investigation will be undertaken by the Federal Office of Contract Compliance in conjunction with the Division of Civil Rights and Affirmative Action of the New Jersey Department of Transportation and the Federal Highway Administration.

XIII DOCUMENTATION

- A. The Department or the federal funding agencies may at any time require such information as is deemed necessary in the judgment of the Department to ascertain the compliance of any bidder or contractor with the terms of these provisions.
- B. Record and Reports.
- The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. The records kept by the Contractor will be designed to indicate:
1. The names of disadvantaged subcontractors, equipment lessors and material suppliers contacted for work on this project.
 2. The type of work to be done, materials to be utilized or services to be performed other than the work of the prime contractor on the project.
 3. The actual dollar value of work subcontracted and awarded to DBE's.
 4. The progress being made and efforts taken in seeking out and utilizing Disadvantaged Business Enterprises. This would include solicitations, quotes and bids regarding project work items, supplies, leases, etc.
 5. Documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of Disadvantaged Business Enterprises on this project.
 6. Records of all DBE's and non-DBEs who have submitted quotes/bids to the Contractor on the project.
- C. Submit reports, as required by the Department, on those contracts and other business transactions executed with Disadvantaged Business Enterprises in such form and manner as may be prescribed by the Department.
- D. All such 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.

XIV PAYMENT TO SUBCONTRACTORS

The Contractor agrees to pay its subcontractors in accordance with the Specifications.

XV NON-COMPLIANCE

Failure by the bidder to comply with the Specifications may result in rejection of the bid. The Contractor may further be declared ineligible for future Department contracts.

FHWA ATTACHMENT NO. 5 (A)

INCENTIVE PROGRAM DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION ATTACHMENT FOR FHWA FUNDED CONTRACTS

I PURPOSE.

To ensure that certified Disadvantaged Business Enterprises (DBE's), as defined in 49 CFR Part 26, have the maximum opportunity to compete for and perform on Department construction projects.

II INTENT.

To encourage prime contractors to utilize the services of DBE's who have not previously been prime contractors or subcontractors on Department projects, and afford DBE's the opportunity to again experience in Department construction contract work.

III ELIGIBILITY.

Only prime contractors and DBE's certified prior to the date of bid, or prospective DBE's that have submitted to the Division of Civil Rights/Affirmative Action on or before the day of bid a completed "New Jersey Department of Transportation Disadvantaged Business Enterprise Disclosure Affidavit" (PR-131) and all required documentation and have never been either prime contractor or subcontractor on Department construction projects will be eligible for participation in this program. A list of those eligible DBE's will be available from the Division of Civil Rights/Affirmative Action. Any bidder who submits the name of a certified first-time DBE as part of its goal commitment is also eligible. Any DBE participating in the program must submit to the prime contractor a certification that they have never been either a prime contractor or subcontractor on a Department construction project under their present name or any other name. The prime contractor shall submit this certification with their required DBE submission.

IV INCENTIVE.

Prime contractors utilizing first-time DBE's will be given a credit toward their goal percentage identified in companion document "*Disadvantaged Business Enterprise Utilization Attachment For FHWA Funded Contracts*", dated September 1987, revised January 1989, September 1992 and May 1995, equal to the actual dollar amount subcontracted to a first time DBE with the total project credit limited to two percent (2%) of the total bid price but not to exceed \$200,000. This extra credit will reduce the goal percentage award as well as be applicable to the reduced goal percentage.

V PROGRAM REQUIREMENTS.

- A. A prime contractor may present any number of first time DBE's for each project. Credit will be given only for the actual amount subcontracted up to the limits established in IV above.
- B. The prime contractor shall be responsible for the entire DBE goal percentage established for the project.
- C. Failure to use a first time DBE shall cause the original goal award percentage prior to applying first time DBE credits to remain in effect.
- D. Failure to meet the goal award percentage, coupled with a lack of good faith effort as determined by the Division of Civil Rights/Affirmative Action, will be considered to be non-compliance on the part of the prime contractor who may be placed in show cause and subsequently be grounds for rejection of the bid as nonresponsive.

FHWA ATTACHMENT NO.6

EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 USC, as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the Equal Employment Opportunity requirements set forth in the Required Contract Provisions.
- b. The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.
- c. The Contractor and all subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity. The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor. (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors).
- d. 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.

2. Equal Employment Opportunity Policy

The Contractor will accept as its operating policy the following statement which is designed to further the provisions of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include 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, preapprenticeship, and on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Department contracting officers an equal opportunity officer (hereinafter referred to as the EEO Officer) who will have the capability, authority and responsibility to effectively implement and promote an active contractor program of equal employment opportunity.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommended such action, or who are substantially involved in 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 compliance, the following minimum actions will be taken:

- (1) An initial project site meeting with key supervisory and office personnel will be conducted before or at the start of work, and then not less than once every 6 months, at which time the Contractor's equal employment opportunity program will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within 30 days following their reporting for duty with the Contractor.
 - (3) All personnel engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official concerning the Contractor's procedures for locating and hiring minority and female employees.
- b. 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., the Contractor will take the following actions:
- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, and/or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, 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 female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-oriented organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish procedures with such sources whereby applicants may be referred to the Contractor for employment consideration.

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 the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or females, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).

- c. The Contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.

6. 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 race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct a project site inspection at the start of work, and periodically thereafter, to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will 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.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, and will resolve or attempt to resolve such complaints, within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform complainants of available avenues of appeal.

7. Training Special Provisions

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved.

The number of training positions will be 0, where feasible, consisting of at least 0 APPRENTICES and 0 TRAINEES. TRAINEE HOURS= 0.

Apprentices are defined as registered members of an approved apprenticeship program recognized by the United States Department of Labor (USDOL) Bureau of Apprenticeship and Training (BAT) or a New Jersey State apprenticeship agency recognized by USDOL BAT (e.g., New Jersey Department of Education). Graduates of the Pre-Apprenticeship Training Cooperative Program shall be classified as apprentices. Trainees are defined as skilled, semi-skilled or lower level management individuals receiving training per one of the approved NJDOT "Revised Standard Training Guidelines" (available from the Division of Civil Rights).

Where feasible, at least 50% of the training positions will be assigned to Skilled Crafts which include but are not limited to Carpenters, Dockbuilders, Electricians, Ironworkers and Operating Engineers.

a. Contractor Submission and NJDOT Approval of the Initial Training Program.

At or after the preconstruction conference and prior to the start of work, the Contractor shall submit a training program to the RE for his or her review and comments prior to Division of Civil Rights review and approval. The Contractor's training program shall include:

- (1) the number of trainees or apprentices to be trained in all selected Training Positions,
- (2) the Standard Program Hours for all positions,
- (3) an estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,
- (4) a training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project's work progress schedule,
- (5) Training Guidelines for all positions, and
- (6) which training will be provided by the Contractor and which by Subcontractors.

The number of apprentices and trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeypeople in the various crafts within a reasonable area of recruitment. The Contractor shall submit timely, revised training programs as required throughout the project to ensure that feasible and Maximum Available Training is provided. Maximum Available Training is defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training until hours are no longer available.

b. Assignment of Training to Subcontractors

In the event that portions of the contract work are subcontracted, the Contractor shall determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided,

however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. The Contractor shall also ensure that these Training Special Provisions are made applicable to such subcontracts.

- c. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees
- (1) Apprentices or trainees should be in their first year of apprenticeship or training. The Contractor shall interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates, via the RE, to the Division for review and approval or disapproval.
 - (2) Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and females toward journeyman status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and females, by conducting systematic and direct recruitment through public and private sources likely to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.
 - (3) No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete "Apprentice/Trainee Approval Memorandum." (Form CR-1) Regardless of the methods used, the Contractor's records should document the findings in each case.
 - (4) Skilled craft trainees may complete up to 3,000 total training hours on NJDOT projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journeyman status upon completion of a training guideline and may complete up to three (3) different positions.
- d. Apprenticeship and Training Programs
- (1) The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by NJDOT and the Federal Highway Administration. NJDOT will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journeyman status in the craft concerned by the end of the training period.
 - (2) Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by USDOL BAT and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the NJDOT Division of Civil Rights prior to commencing work on the positions covered by the Contractor's training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the "Revised Standard Training Guidelines". The Division will also review existing guidelines for revision based on the same process.
 - (3) It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.
- e. Reimbursement of the Contractor for Providing Training

- (1) The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.
 - (2) The Contractor shall pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project.
- f. Documentation Required to be Signed by Apprentices or Trainees and provided to NJDOT
- (1) At the start of training, the Contractor shall provide the RE and each apprentice or trainee with an applicable "Training Guideline" and, at the conclusion of training, an accurate and complete "Training Certificate for Reporting Hours to NJDOT" (Form CR-3), showing hours of training satisfactorily completed.
 - (2) The Contractor shall maintain and submit an accurate and complete "NJDOT Contractor's 1409 Quarterly Training Report" (Form-CR-1409) to the RE within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); a copy shall also be given to each apprentice or trainee.
 - (3) The Contractor shall maintain and submit accurate and complete "Biweekly Training Reports" (Form CR-2) to the RE, and each apprentice or trainee, as periodic reports documenting performance under these Training Special Provisions.
- g. Training and Promotion
- (1) The Contractor shall assist in locating, qualifying, and increasing the skills of minority and female employees, and applicants for employment.
 - (2) The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements.
 - (3) The Contractor shall periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.
- h. Determining Good Faith Compliance
- (1) Per the approved program or guideline, the Contractor shall provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.
 - (2) The Contractor shall recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, the Contractor shall submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. The Contractor shall not terminate apprentices or trainees prior to completion of their training program positions without NJDOT consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the contract.
 - (3) The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.
 - (4) The Contractor shall be responsible for demonstrating all steps that have been taken in pursuance of enrolling minorities and females in the training program positions, prior to a

determination as to whether the Contractor is in compliance with these Training Special Provisions.

- (5) The Contractor shall submit to the RE written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith actions and particularly addressing Maximum Available Training for incomplete training positions, per the procedure found in the revised "Instructions for Implementing the Training Special Provisions".
- i. Enforcement Measures and Contractor's Rating
 - (1) Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of these Training Special Provisions.
 - (2) Per established procedures and scheduled Contract Compliance Reviews, the Contractor's performance will be rated and reviewed periodically by the Department.
 - (3) Noncompliance with these Training Special Provisions 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, per Item 1d of these EEO Special Provisions.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will make maximum effort to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions, and to effect such union referrals to the construction project. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The Contractor will use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and females for union membership and increasing their skills in order to qualify for higher paying employment.
- b. The Contractor will use maximum effort 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 race, color, religion, sex, or national origin.
- c. The Contractor will obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and they refuse to furnish this information to the Contractor, the Contractor shall so certify to the Department and shall set forth what efforts have been made to obtain this information.
- d. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female 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 race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minorities and females. (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.

9. Subcontracting

- a. The Contractor will use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. Contractors may use lists of minority-owned construction firms as issued by the Department.
- b. The Contractor will use maximum effort to ensure subcontractor compliance with the equal employment opportunity obligations.

10. Documents and Reports

- a. The Contractor will maintain such documents as are necessary to determine compliance with the contract's equal employment opportunity requirements. Documents will include the following:
- (1) the number of minorities, non-minorities, and females employed in each work classification on the Project.
 - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and females (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
 - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - (4) the progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such documents 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 Department and the Federal Highway Administration.
- c. The contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at:

<http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>

Instructions on how to complete Form CC257 are provided in the web application. Submit Form CC-257R through the web based application within 10 days following the end of the reporting month. Submission of this form also satisfies the requirement of the form FHWA 1391.

All employment and wage data must be accurate and consistent with the certified payroll records. The contractor is responsible for ensuring that their subcontractors comply with these reporting requirements. Failure by the contractor to submit Monthly Employment Utilization Report may impact the contractor's prequalification rating with the Department.

FHWA ATTACHMENT NO.7

SPECIAL CONTRACT PROVISIONS FOR INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS

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:

1. Within one (1) working day commence an investigation of the complaint which shall 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.
2. Prepare and keep for its use and file a detailed written investigative report which includes the following information:
 - a) Investigatory activities and findings.
 - b) Dates and parties involved and activities involved in resolving the complaint.
 - c) Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
 - d) 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.

3. 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.
4. Take appropriate disciplinary action 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 project's contract requirements.
5. Take appropriate disciplinary action against any contractor employee, official or agent who retaliates, coerces or intimidates any complaint 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 an investigation is a subcontractor's 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 project's contract requirements.
6. 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.

In conjunction with the above requirements, the contractor shall develop and post a written sexual harassment policy for its work force.

Failure by the contractor to comply with the above requirements may be cause for the New Jersey Department of Transportation to institute against the contractor any and all enforcement proceedings and/or sanctions authorized by the contract or by state and/or federal law.

Contractor Manpower Project Reporting CC-257R

We are pleased to announce that the Reporting on workforce information (CC-257 form) is now available through the New Jersey portal - <http://www.state.nj.us> on the Internet. To access this application, you will need to be 1) registered with the New Jersey portal, 2) receive an authorization code number (via email) to provide you with the link to the application. If you already have a portal account you do not need to register again. Instructions below explain the registration process.

New Jersey Portal Registration Instructions

To register, please follow these instructions carefully.

If you have already registered on the New Jersey portal and need to enter an Authentication Code for a new application, go to <http://www.state.nj.us> and follow the instructions beginning at step 7.

1. Open an Internet browser and type <http://www.state.nj.us> in the address box and press <Enter>.
2. At the top left is the Login and Register boxes for the Portal.
3. Click on "Register".
4. In the dialog box entitled "Create Your My New Jersey ID", enter a Log On ID and Password of your choosing and the rest of the requested information. Be sure to include a challenge question and valid email address in case you forget your password.— This is the account your Portal password will be sent to if you forget it. You will not be able to get into the application if you do not log onto the Portal)
5. Now that you have created your account, logout. The next step is to verify the existence of your new account.
6. Log in to your account using your newly created Log On ID and Password.

Activating Authentication Code

Authentication codes will be sent via email under separate cover after you have emailed the following to trnsport@dot.state.nj.us

1. Company Name
2. Email Address for Company Official or CEO
3. Company's Federal Identification Number
4. Contact Person's Name (this is the person who registered the account and will be logging on and supplying the requested employment data)
5. Contact Person's email address

Once you receive the code, follow the instruction below to provide access to the Stimulus Reporting program.

7. Once logged into the Portal, select 'Enter Authentication code'.
8. Follow the instructions carefully. Type the code in the textbox titled 'Authentication code', and click the 'Finished' button. The code is case-sensitive.
9. The system will log you out.
10. Log in to your account. Your new application will have a link under the NJDOT heading.

Important:

1-Under no circumstances should you give your authentication code to another user. This code has been personalized for your particular need.

2-Notify Local Aid project manager and the project sponsor when reports are submitted, this set up can be done once at the start of reporting for each new project.

3- The state job number specific to the project is needed for reporting.

NOTE: If you have questions and or problems with any of these steps please send an email to the following address: NJDOTWorkForceReporting@dot.state.nj.us

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

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

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

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

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

INFORMATION FOR PRECONSTRUCTION CONFERENCES

LABOR REGULATIONS FOR ALL FEDERAL AID PROJECTS

Copeland Anti-Kickback Act (As amended 18 U.S.C. 874 & 40 U.S.C. 276 c)

- a) Full wages earned must be paid.
- b) Deductions from wages must be authorized.
- c) Proper records must be kept.
- d) Weekly statements must be submitted by the contractor and all subcontractors.

Prevailing Wage Rates

- a) Wages paid to laborers and mechanics must not be less than the determined hourly wage rates, including fringe benefits, shown in the minimum wage schedule made a part of the contract.
- b) Laborers and mechanics must be properly classified and paid according to the work actually performed.
- c) Laborers and mechanics must be paid not less often than once a week.
- d) The minimum wage schedule and supplements thereto must be posted at the project site so as to be available to all employees.
- e) All employees must be paid at least the prevailing wage rate as specified in the determination of the United States Department of Labor or the New Jersey Department of Labor, whichever is higher.
- f) Overtime pay requirements as specified by these determinations must also be met.
- g) The labor regulations must have been made a part of this contract.
- h) If the prime contractor fails to comply with these provisions, the Resident Engineer is empowered to cause the termination of the contractor or subcontractor's right to proceed with the work.
- i) All subcontractors must be alerted to all of the labor provisions made part of the contract and must comply with all the regulations.

Work Hours Act of 1962 (Public Law 581, 87th Congress, Approved August 13, 1962

- a) Eight hours standard work day. Forty hours standard work week.
- b) One and one-half basic rate of pay exclusive of fringe benefit payments for all hours over eight hours per day or 40 hours per week.
- c) Contractors are liable to workers for unpaid wages.
- d) Contractors are liable to the Federal Government for liquidate damages at \$10.00 per day per man per violation.
- e) Subject to withholdings for unpaid wages and liquidated damages.
- f) Comptroller General authorized to pay workers directly from withholdings.
- g) Appeals to Federal Highway Administrator, Secretary of Labor, and Court of Claims, within 60 days from withholding or final order.
- h) Intentional violations a Federal misdemeanor (\$1,000 fine and/or six months in prison.)

Fair Labor Standards Act (29 U.S.C. 201-219)

- a) Minimum wage of \$3.35 per hour. This rate does not apply to any laborers or mechanics employed on the project.
- b) Time and one-half pay for overtime in excess of 40 hours worked in a work week.
- c) Limitations on child labor.
- d) It is the Contractor's responsibility to request ruling from U.S. Department of Labor relative to applicability of Act.

False Information Act (18 U.S.C. 10001)

- a) The making or use of false statements is a felony.

Sanctions

- a) Violations of acts may result in withholding, termination of contract, administrative debarment and /or criminal prosecution.

Classification or Reclassification of Employees

The minimum wage schedule should be examined with the contractor to ascertain the need for classification or reclassification of laborers and mechanics.

Where classification or reclassification of laborers and mechanics is undertaken, a report must be submitted to the Secretary of Labor for approval.

Apprentices (required Contract Provisions, PR 1273, Sec. IV, 5 & 6)

Apprentices can be employed only under a registered program. Proper ratio of apprentices to journeymen must be maintained.

Contractors or subcontractors must submit written evidence of registration (apprenticeship agreement or statement of registration).

Employees classified as apprentices who are not registered must be paid rates shown in minimum wage schedule, on the basis of the classification of work they actually perform.

Apprentices and Trainees (Program of Department of Transportation)

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting equal employment opportunity in connection with Federal-aid highway construction programs shall be paid the straight time hourly wage rates established by the particular program.

Payrolls and Records

- a) A copy of each weekly payroll must be submitted by the prime contractor and each subcontractor within seven days of the payment date thereof. The required Statement of Compliance Form FA-7 must accompany each payroll.
- b) Payrolls must be complete and must contain the following:
 - 1) The employee's full name and an individual identifying number (e.g. last four digits of employee's social security number) on each weekly payroll submitted.
 - 2) Specific work classification or classifications performed by each employee during the pay period.

- 3) The employee's hourly wage rate and, where applicable, his overtime hourly wage rate.
 - 4) The daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - 5) The itemized deductions made and net wages paid.
 - 6) Contract identification number including route and section.
- c) Delay in submittal of payroll will result in delay in processing payment estimates.
 - d) Prime contractor is responsible for the submittal of payrolls by subcontractors.
 - e) All basic records pertaining to the payrolls, including time cards, must be preserved for a period of three years after completion of the project.
 - f) Payrolls shall contain only applicable data in relation to the hours actually worked on this project.
 - g) All payrolls shall be accompanied by a Statement of Compliance Form FA-7.
 - h) When space on the payroll form is limited, supplemental data may be submitted as an attachment to the payroll form.
 - i) The combining of payroll deductions on the payroll form without proper identification is not permitted unless supplemental data specifying the purpose and amount of each deduction is attached to the payroll when submitted.
 - j) Some contractors desire to use appropriate codes to replace the classification names on submitted payrolls. This procedure is acceptable provided the contractor submits a copy of the classification code with each submitted payrolls.
 - k) Employers may use any appropriate method to indicate the payment of the required fringe benefits, either to approved plans, funds, or programs, or in cash payments to their employees, so long as payment can be readily ascertained from an examination of the submitted payroll and accompanying Statement of Compliance Form FA-7.
 - l) Prime and subcontractors must submit Form FA-7 Statement of Compliance, covering the week of the payroll. The upper half of the form should indicate permissible deductions such as F.I.C.A., Withholding Taxes, etc. The lower portion should itemize unusual deductions or exceptional fringe benefits.

The box under 4 (A) should be checked if the fringe benefits are paid directly to approved plans, funds or programs.

The box under 4 (B) should be checked if fringe benefits are paid in cash

The box under 4 (C) should be checked to indicate any exceptions to either 4(A) or 4(B).

Under no circumstances should both 4(a) and 4(b) be checked.

Subcontractors

Laborers and mechanics employed by the prime contractor and subcontractors are covered by the contract labor provisions, but employees of bonafide material suppliers are not covered by the regulations.

The prime contractor is responsible for violations of labor provisions by his subcontractor.

The contract clauses required by PPM-40-4 must be physically incorporated in all subcontracts. Stipulations contained in Form PR 1273 must be included in each subcontract.

The Standard Specification states: "The Contractor shall not sell, transfer, assign, hypothecate or otherwise dispose of the contract to any other party." "Subject to the above provisions and to the consent of the Commissioner, work may be sublet."

These statements mean the Resident Engineer is not to permit any work to be performed on the project by any organization which has not been approved by the Commissioner. The Bureau of Construction Services is presently performing this service of Approval of Requests to Sublet.

The term subcontractor includes third tier contractors.

Employment Interviews

The Resident Engineer, in order to certify compliance with the pay provisions, must of necessity interview the employees of the prime contractor and subcontractor working on the project. Records must be kept of all interviews which are made. These records should indicate the date of the interview, the response of the worker including his name, the type of work he is performing or his labor classification, and the rate of pay.

Equal Employment Opportunity

All of the Equal Employment Opportunity provisions contained in Article 1.6.3 of the Supplementary Specifications shall be strictly adhered to by the contractor of any subcontractor performing work on the project.

The Specific Equal Employment Opportunity Responsibilities contained in this contract under "Federal Highway Administration Order Interim 7-2(1) Attachment, shall be strictly adhered to by the contractor or any subcontractor performing work on this project.

Noncompliance by the contractor with the requirements of the Affirmative Action Program for Equal Employment Opportunity specified in Article 1.6.3 may be cause for delay or withholding monthly and final payments of estimates pending corrective and appropriate measures by the contractor to satisfaction of the Department.

Every employer, employment agency, labor organization and joint labor management committee controlling an apprenticeship or other training program as the case may be, shall post and keep posted in conspicuous places upon its premises where notices to employee, applicants for employment, members, and trainees are customarily posted the following notice, known as "Equal Employment Opportunity is the Law, Discrimination is Prohibited," as printed by GPO: 1970 0-387-525. Copies may be obtained from the District Engineer.

Convict Labor

Use of convict labor is forbidden.

Final Certificate

Upon completion of the contract, the contractor shall submit form DC-123 "Contractor's Final Certificate of Compliance" in duplicate, to the Resident Engineer.

Information Pertinent to Truckers

The prime contractor is warned that it is his responsibility to insure himself that the proper rates are paid all employees. He is urged to require payrolls to be filed by all organizations and in the case of owner-operators or equipment rental companies who provided operators for their equipment, an affidavit should be obtained by the prime showing the cost of the equipment and the rate paid the operator.

Any trucker performing a function which is an integral part of the Contractor's work obligation must be paid the prevailing wage rate for his class of work regardless of the number of trucks used. Truckers excluded from payment of prevailing wage rates are

only those employed by a bonafide material supplier and are only delivering material to the project site.

A bonafide material supplier is an organization that has facilities that are open to public sales and are selling 50 percent or more to the public and whose establishment has not been set up exclusively for the project.

Pay and Payrolls for Owner – Operators of Trucks

Payroll information for each driver employee of truck owner-operators, regardless of the number of trucks owned by one owner-operator, must be shown as for any other laborer or mechanic, on the certified payroll returns of the owner-operator employer, or on the certified payroll returns of the subcontractor or contractor for whom the trucking work is performed.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF CIVIL RIGHTS/AFFIRMATIVE ACTION

TO: CONTRACTOR AND RE

SUBJECT: INSTRUCTIONS FOR IMPLEMENTING THE TRAINING SPECIAL PROVISIONS.

The Contractor and RE are required to comply with these requirements in implementing training programs on Federally-Funded Projects:

SUBMISSION/APPROVAL OF THE INITIAL TRAINING PROGRAM

The Initial training program submitted by the Contractor to the RE must contain Six (6) Specific Items under these headings: Training Positions (at least 50% should be Skilled), Standard Program Hours, Minimum Available Hours, Estimated Start Dates for all positions, Training Guidelines for all positions and which positions will be trained by the Contractor and which by subcontractors.

The RE will review the Contractor's proposed training program to ascertain if it is realistic and consistent with actual project work. The RE will forward the program, with written concurrence or objections, to DCR/AA for review and approval; the DCR/AA will advise both the RE and Contractor in writing, of the training program approval or disapproval.

REVISED TRAINING PROGRAMS

Contractors will **NOT** make changes in their approved training programs without first requesting in writing and receiving written approval from DCR/AA via the RE, who will concur or disagree with the Contractor's revision plan in writing.

CANDIDATE RECRUITMENT

Contractors must make good faith efforts to obtain Minorities and Females for training. The term "Minority" applies to Blacks, Hispanics, Asians/Pacific Islanders and Native Americans (Indians)/Alaskan Natives. Caucasians and Portuguese who were born in Portugal or the US are **NOT** considered in the "Minority" designation. Note: Consult 16 Affirmative Action Steps about recruitment process.

MAXIMUM AVAILABLE TRAINING

Maximum Available Training, defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training, is the primary criterion used to determine Contractor compliance with the Training Special Provisions.

The DCR/AA will make Maximum Available Training determinations based on Contractors' requests & REs' concurrence that Maximum Available Training be credited to incomplete training positions.

SELECTION AND APPROVAL OF APPRENTICES AND TRAINEES

Contractors will NOT receive credit for starting an apprentice or trainee until the candidate has been approved by DCR/AA via the RE. Contractors shall complete Items 1-17 on the Apprentice/Trainee Approval Memorandum Form CR-1 Part A (the candidate will sign Item #16) and submit Part A to the RE.

RE or their designees will Fax to 609-530-4030 or by email to the complete Apprentice/Trainee Approval Memorandum Form CR-1 Part A to DCR/AA Training Coordinator and will receive written DCR/AA Approval or Disapproval.

For clerical trainee candidates, Contractors are required to submit a Resume and/or Employment Application and Documentation of EEO/AA Recruitment, Advertising and Outreach efforts simultaneously with the Apprentice/Trainee Approval Memorandum Form CR-1 Part A.

DCR/AA NOTIFICATION PRIOR TO APPRENTICE TRAINEE TERMINATION

The Contractor will provide prompt notification (by telephone, followed by written confirmation) to the RE and DCR/AA Training Coordinator of any apprentice or trainee experiencing problems in the training program. The Contractor's efforts to provide ongoing assistance and counseling are to be thoroughly documented. Copies of documentation must be sent to the RE and DCR/AA.

The Contractor and RE are encouraged to utilize the services of the DCR/AA which provide assistance to Contractors, apprentices and trainees in recruitment, pre-job and on-going counseling, on-site monitoring and other training areas. Contractors will NOT arbitrarily terminate an apprentice or trainee without first having requested in writing the DCR/AA to review and investigate problems, infractions, etc. Please contact DCR/AA Training Coordinator at (609) 530-3009 (Telephone) or (609) 530-4030, (Fax) or by email to .

TRAINING HOURS

Hours are **NOT** combined among different apprentices or trainees in the same craft to complete a training position. Each apprentice's or trainee's hours are examined individually without comparison to the hours given in that craft to other apprentices or trainees.

Should additional training beyond the Minimum-approved hours for a particular position become available, Contractors are required to provide all additional training up to the Standard Program hours.

Credit for partial training toward completion of an approved training position will be permitted under the following conditions:

- A. Past accumulated training hours must have been obtained or provided on NJDOT federal-aid projects only.
- B. An apprentice or trainee is permitted to receive training on 2 or more federal-aid projects (not simultaneously) to complete a previously incomplete position. (Example: Finisher trainee John Jones received 900 hours of a 1,000-hour program on Project A. He may complete the 1,000-hour program by obtaining the remaining 100 hours on Project B.)
- C. In the above situation, the Project B contractor will receive credit for one completed position. It is the Training Program's intent that the Contractor retain the apprentice or trainee for all remaining work in the completed position.

PAYMENT FOR THE TRAINING ITEM

Contractors will receive training credit and reimbursement only for actual hours of training provided in each approved training guideline. Although trainees may perform non-training related work, such hours are **NOT** to be credited toward training.

Contractors are required to maintain separate records of actual training provided to each apprentice or trainee. They are required to submit Biweekly Training Reports Form CR-3, signed by the apprentice or trainee, to the RE. For the Semi-Skilled/Laborer Upgrade positions, these reports must show the number of actual training hours provided in each Training Guideline category.

Contractors are required to maintain and submit upon request the source documents (foreman reports, etc.) used to prepare Biweekly Training Reports Form CR-1.

REs or their designees are required to utilize a Daily Work Report to monitor the type of training provided to each apprentice or trainee. At a minimum a Daily Work Report will be made daily for each apprentice or trainee indicating the type of training each apprentice or trainee was observed receiving. The Daily Work Report will be the basis for reimbursing Contractors for training.

REs or their designees will crosscheck Contractors' Biweekly Training Reports Form CR-1 with their Daily Work Reports to determine the "reasonableness" of the Contractors' Biweekly Reports Form CR-1 prior to paying for the training item. They should check Block #10 on the Biweekly to verify that this crosscheck was performed.

DOCUMENTATION REQUIRED TO BE PROVIDED TO APPRENTICES AND TRAINEES

Contractor's 1409 Quarterly Training Reports Form CR-1409 are due to apprentices/trainees and the RE by January 10, April 10, July 10 and October 10. NOTE: ATTACH COPIES OF LAST BIWEEKLY and the TRAINING CERTIFICATE TO FINAL CR-1409.

Contractors, at the start of training, are to provide each apprentice or trainee with an applicable Training Guideline on the apprentice's or trainee's start date; the Contractor shall submit a guideline copy signed by the apprentice or trainee simultaneously with the submission of the Apprentice/Trainee Approval Memorandum Form CR-1.

Contractors will also provide each apprentice or trainee, at the conclusion of training, a Training Certificate For Reporting Hours to NJDOT Form CR-2 showing hours of training satisfactorily completed.

The RE will forward a copy of each Training Certificate (For Reporting Hours to NJDOT Form CR-2 to the DCR/AA Training Coordinator. Contractors will give apprentices or trainees copies of Biweekly Training Reports Form CR-3, which the latter are required to sign, before submission of same to the RE.

ENFORCEMENT

The RE will actively monitor the Contractor's timely and effective implementation of the Contract training requirement. The RE will notify the Contractor in writing, in a timely manner, concerning training program deficiencies with request a for immediate corrective action.

The RE will take appropriate action, including withholding pay estimates as specified in Federal Attachment 6 Item 1d of the EEO Special Provisions, to enforce timely compliance. Federal Attachment 6 Item 1d of the EEO Special Provisions states "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."

If assistance is required on training-related matters, Contractors and REs may contact the DCR/AA Training Coordinator, at (609) 530-3009 (Telephone) or (609) 530-4030 (Fax) or by email to_.



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. BOX 600
TRENTON, NEW JERSEY 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

ATTENTION: ALL NJDOT CONSTRUCTION CONTRACTORS

Dear Contractor:

SUBJECT: ANNUAL EEO and DBE AFFIRMATIVE ACTION PLANS

The New Jersey Department of Transportation ("Department") requires its construction contractors to submit an annual **Equal Employment Opportunity (EEO) Affirmative Action Plan**. Upon approval of this plan, you will receive a letter from the New Jersey Department of Transportation, Division of Civil Rights/Affirmative Action, indicating the time frame for which your plan has been approved. Your plan must be approved on an annual basis. Thereafter, you are only required to submit proof of your current approved plan with each bid submission.

The Department also requires that contractors submit and receive approval of an annual **Disadvantaged Business Enterprise (DBE) Affirmative Action Plan**. You may combine these two submission requirements. However, if you choose to combine these two plans into one, you must present your EEO and DBE efforts in separate sections (i.e., your DBE Affirmative Action efforts must be clearly defined, separate and apart from your EEO Affirmative Action efforts).

The Department has developed two handy guidelines for your use in developing these plans. However, contractors are strongly encouraged to consult with and seek guidance from an attorney regarding the development, implementation and distribution of their plans. Copies of these guidelines are available upon your request. Please call the Department's Contractor Compliance Unit at 609-530-3888. These guidelines have also been provided to the UTCA and AGC.

If you have any questions or need further clarification on the above required plans, please contact Mr. Jeffrey Overton, Manager of Contractor Compliance at 609-530-3888.

Sincerely,

Melanie L. Armstrong, Esq.
Director, Division of Civil Rights and Affirmative Action

Revised 9/15/2010
S:\Division of Civil Rights\Wage Rate\Unit:Contractor\Notice.EEOAA\PLAN.2009

GUIDELINE FOR CONTRACTORS AFFIRMATIVE ACTION PLAN

This information is provided by the NEW JERSEY DEPARTMENT OF TRANSPORTATION, DIVISION OF CIVIL RIGHTS AND AFFIRMATIVE ACTION.

Affirmative action plans are outlines for actions to be taken by individual contractors to address deficiencies that exist within their own company. Each affirmative action plan must, therefore, be especially designed to meet the needs of the authoring company.

This guide is meant only to highlight some of the most critical information that needs to be included each plan. The particular characteristics and deficiencies of a company will always dictate the need for a plan to have more emphasis on affirmative action in those particular deficient areas.

CONTENT ANALYSIS

Each submittal must contain the following elements in order to be accepted for review:

- Current workforce analysis
- Projected workforce analysis

THE AFFIRMATIVE ACTION PLAN

1. The cover page must include name and address of company, the specific contract number to which the plan applies, and the signature of the Chief Executive and EEO Officer.
2. Written Equal Employment Policy Statement and Affirmative Action Commitment, which must be signed by the Chief Executive and EEO Officer. It should include, the essence of Executive Order 11246, VEVRAA (41 C.F.R. section 60-250.4) and ADA (41 C.F.R. section 60-741.54.) It must state that the company will "ensure and maintain a working environment free of harassment, intimidation and coercion."
3. Name of company officer who is the designated EEO/AA Liaison/Officer and a full description of that officers' duties/responsibilities in these areas.
4. Statement of the program goals:
 - Minority participation – varies (Contractors aggregate work force in each trade);
 - Female participation – 6.9% (Contractors aggregate work force in each trade).
5. A detailed assessment on the company's current EEO situation which includes the findings of the submitted Current Work Force Profile and the expected results of

the Projected Work Force for this project. This must include identification of those areas where the Projected Work Force fails to achieve the female and minority goals.

6. The inclusion of goals and timetables to improve the utilization of minorities and females in those areas where underutilization has been identified. The plan must set specific, measurable, attainable hiring and promotion goals with target dates in each area of underutilization. The goal should be realistic and attainable. All such timetables must take into account the actual length of the contract and be completed prior to the completion of the contract. Contractor must include a summary of its prior year affirmative action program result chart. Any goals that were not attained by job group the Contractor must address in its new plan.
7. Statement that every manager and supervisor is accountable and responsible for helping to meet the goals and reaffirmation of the contractors EEO policy in all personnel action.
8. Policy/procedure needs to address each of the following specific areas:
 - Utilization of training programs;
 - Recruitment & hiring, Applicant flow;
 - Transfers, promotions & retentions;
 - Training and testing;
 - Layoff and recall procedures;
 - Leave policies;
 - Termination and grievance procedures;
 - Sexual harassment.
9. The grievance procedure must be stated, step by step, with reference to outside agencies that can be contacted for further assistance should the employee not be satisfied by the internal remedy of the company.
10. Reaffirmation of the contractors EEO policy in all personnel actions.
11. Detail of formal internal and external dissemination of contractors policy.
12. Establishment of responsibilities by position title for implementation of each aspect of contractors affirmative action plan.
13. Development of execution of action-oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
14. Describe the design and implementation of internal audit and reporting systems to measure the effectiveness of the total program.
15. The affirmative action plan must indicate that it will be reviewed annually by the company EEO Officer and Chief Executive.

16. Compliance of personnel policies and practices with Sex Discrimination Guidelines.
17. Notification to unions of obligation and intent to recruit if they fail to provide workers to meet program goals.
18. Establish a list of minority and female recruitment sources and provide sources and community organizations with information when employment opportunities are available. Maintain a record of responses from these organizations.
19. Maintain an up to date file of the names, addresses and phone number of minority and female applicants, the recruitment source and the action taken.
20. Immediately notify the Director, Office of Federal Contract Compliance Programs when the union that the contractor has a collective bargaining agreement has not referred minorities or females.
21. Develop and/or participate in on-the-job training opportunities, upgrading and/or apprenticeship programs in the area; specifically for minorities and females.
22. Include in affirmative action plan provisions to disseminate EEO policy by:
 - Writing letters requesting assistance from unions and training program;
 - By reviewing policy with all management personnel and minority and female employees at the start of their work on the contract and at least once a year;
 - Posting of AA Plan and EEO Policy on Bulletin Boards.

MANDATORY REQUIREMENTS FOR FEDERAL CONTRACTORS

23. Include the standard Executive Order 11246 EEO Clause in every subcontract or purchase order unless exempted.
24. Invite disabled and covered veteran employees and applicants to identify themselves and encourage them to take advantage of the affirmative action program. Consider and provide reasonable job accommodation(s) to disabled applicants and employees.
25. Review all personnel procedures to ensure that they provide for proper consideration of a worker's qualification, and do not screen out qualified disabled persons or covered veterans.
26. Review all mental and physical job requirements to be sure that they do not screen out qualified disabled persons or covered veterans.

27. **Make reasonable job accommodations to the mental and physical limitations of workers. Keep records of all such accommodations.**
28. **Review employment practices to determine whether they provide the required affirmative action for people covered under the Acts.**
29. **List job openings with the Veteran Representative at your local Employment Service and submit the annual VETS-100 report. Attempt to select veteran and disabled candidates and report the results to OFCCP.**
30. **Contractors must prepare a formal written affirmative action program if they have a contract or subcontract.**

DISADVANTAGED AND EMERGING SMALL BUSINESS ENTERPRISE PROGRAM

(COMPANY'S NAME)

I STATEMENT OF POLICY

To further the establishment, preservation and development of DBEs and ESBEs, it is the policy of Company's name to ensure that DBEs and ESBEs will be actively sought out by all appropriate means for consideration as potential subcontractors and/or suppliers or equipment lessors in all aspects of contracting to the maximum extent feasible. Company's name shall affirmatively solicit DBEs and ESBEs interest, capability and prices and shall document the results of such solicitation and contracting opportunities. It is the intent of Company's name to comply in every respect to the spirit and letter of Executive Order No. 11625 and 49 CFR 26, as well as all regulations promulgated pursuant thereto.

II RESPONSIBILITY FOR THE PROGRAM

D/ESBE Officer's name will personally oversee the Program as the Disadvantaged and Emerging Small Business Enterprise Officer (hereinafter referred to as the D/ESBE Officer) to carry out the program. The D/ESBE Officer shall be given full authority to carry out the Program and is charged with the following responsibilities:

1. Develop policy statements and internal and external communication procedures;
2. Assist line management in collecting and analyzing D/ESBE data and identifying problem areas and/or barriers;
3. Design, implement and monitor internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed and, if necessary, to assure that such action is taken;
4. Assure that current information affecting this Program is disseminated to responsible officials;
5. Arrange solicitation to ensure that D/ESBEs receive timely information regarding contracting opportunities.

III DISSEMINATION OF POLICY

This Policy shall be disseminated to all officers and staff personnel who routinely participate in decisions on behalf of Company's name regarding the evaluation, preparation and submission of this Policy and the following actions will be taken at a minimum:

1. Meetings of supervisory and staff officers concerned with such decisions shall be conducted as the D/ESBE Officer may deem proper for the purpose of discussing the progress of the D/ESBE Program. The meetings shall be conducted on a quarterly basis or on an "as needed" basis in the event the D/ESBE Officer determines that compliance with D/ESBE contractual provisions are not being adhered to;

2. All new and supervisory staff officers who will be concerned with such decisions will be indoctrinated within thirty (30) days following their reporting date. Documentation of briefings shall be maintained by the D/ESBE Officer in the appropriate file (s);
3. Company's name shall contact various minority and women-owned businesses and community organizations to include but not be limited to the following organizations/trade associations:

NJ Chapter, National Association of Minority Contractors
National Association of Women In Construction
NJ Chapter, American Subcontractors Association
The Regional Alliance for Small Contractors
NJ Association of Women Business Owners
NJ Small Business Development Center
NJ Small Business Network

In order to make Company's name D/ESBE Program known to all potential D/ESBE's who might be interested in participating as suppliers, subcontractors or equipment lessors on any given contract Company's name might bid, Company's name shall take the following action:

1. The D/ESBE Officer shall contact the awarding Governmental agency, as well as other resources which are likely to yield responsible D/EBE contacts, such as Minority Business Development Centers, Chambers of Commerce and NJ Department of Commerce, Division of Small, Minority and Women-owned Businesses;
2. Advertisements placed by Company's name shall make reference in whatever manner is deemed appropriate in the circumstances by the D/ESBE Officer, to our D/ESBE Program.

IV IMPLEMENTATION OF D/ESBE PROGRAM

This policy shall be implemented so as to further the establishment, preservation and strengthening of disadvantaged business enterprises. A corollary of this policy is that actions taken pursuant to this D/ESBE Program shall not be implemented so as to effectuate reverse discrimination against non-D/ESBE's in respect to work to be performed by potential suppliers, subcontractors and equipment lessors. To these proper ends we shall do the following:

- a. Prepare, update and make use of the appropriate lists of D/ESBE's. These lists should be incorporated in and made part of all other "lists" used by us for purposes of contacting potential suppliers to give special emphasis to this D/ESBE Program. It is further necessary that these potential D/ESBE suppliers, subcontractors and equipment lessors be identified by some special symbol such as "D/ESBE" in order to be given direct special attention to the fact that they should be given every opportunity to express their interest, capability and price quote on contracts Company's name has decided to bid;

- b. Obtain and maintain directories or registers of qualified D/ESBE's with which we routinely do business. Additionally, lists of approved or otherwise "prequalified" D/ESBE's prepared by competent State or Federal Administrative Agencies shall be maintained. These lists shall serve to supplement lists prepared by us described in subparagraph (a) of this Section;
- c. Coordinate with minority and women-owned organizations/associations for the purpose of seeking their assistance and advice in the identification of qualified D/ESBEs;
- d. Where feasible, Company's name shall select portions of work to be performed by D/ESBEs in order to increase the likelihood of meeting the D/ESBE goal, including where appropriate, breaking down contracts into economically feasible subunits;
- e. At the bid solicitation stage, it is essential that we provide appropriate qualified D/ESBE's an opportunity to express their interest, capability and price quotes for contracts Company's name intends to bid. Contact with the D/ESBE's determined to be both appropriate and qualified shall be made by whatever means seems necessary and appropriate for the purposes of providing such D/ESBE's notice of our intent to bid. In every case the question shall be: Has the action taken apprised a qualified D/ESBE supplier, subcontractor or equipment lessor of the pendency of our bid and solicited its expression of interest, capability and price quotes;
- f. All solicitations of interest made by us to potential D/ESBE suppliers, subcontractors or equipment lessors shall state explicitly that Company's name reserves the right to reject any or all proposals from suppliers, subcontractors and equipment lessors;
- g. We shall accept quotes from D/ESBE suppliers, subcontractors and equipment lessors on exactly the same basis we would be expected of non-D/ESBE suppliers, subcontractors and equipment lessors. We shall not exact a more stringent requirement of D/ESBE's in regard to the formality of written vs. verbal quotes than would be expected of non-D/ESBE's;
- h. So as to avoid any unwarranted claim of discrimination or reverse discrimination, it shall be the Policy of Company's name subject to Paragraph IV (f), to award suppliers and subcontractors submitting the most favorable proposal in the event the prime contract shall be awarded to Company's name;

The following Guidelines set forth the specific criteria to be given by Company's name in determining whether a given supplier, subcontractor or equipment lessor has satisfied the requirement for award of contract, i.e. the low, responsive, responsible bidder. The Guidelines will be used by Company's name in meeting the standard award set forth in Section IV (h) hereof. This Guideline is not intended to be an exclusive listing of criteria to be considered. Other factors shall be considered as deemed necessary by the D/ESBE Officer.

1. **THE LOW BIDDER:** The low bidder is that bidder quoting the lowest price.

2. **RESPONSIVE BID:** A bid proposal that does not deviate substantially from the bid invitation shall be considered a responsive bid. A bid is deemed to have deviated substantially from the bid invitation when the deviation relates to the price, quantity, quality, or manner of performance of the contract.
3. **RESPONSIBILITY:** A bidder shall be deemed responsible, if in the judgement of the D/ESBE Officer, it possesses the integrity, financial ability, experience and resources to perform the subject contract. A non-exclusive set of criteria to be considered in determining whether a given D/ESBE satisfies this standard follows:
 - (i) **Integrity**
 - Reputation in the community and better business bureaus
 - References upon request of Company's name
 - Consultation with subject owner
 - Bank references
 - (ii) **Financial Ability**
 - Bank references upon request of Company's name
 - Bonding capabilities
 - Licensed to do business in jurisdiction
 - Have they done work of this magnitude
 - Investment necessary and expected cash flow
 - Prior record of default
 - (iii) **Resources**
 - Scheduled commencement of work relative to D/ESBE's present contract work
 - Managerial and technical staff available for work
 - Relations with sources of labor
 - Access to necessary equipment and materials and condition thereof
4. As a condition precedent to award of supply contract or subcontract, the party receiving the award whether it be a D/ESBE or a non-D/ESBE shall use his/her best efforts to utilize minority group subcontractors or subcontractors with meaningful minority group representation.

V **MONITORING D/ESBE SUBCONTRACTORS, SUPPLIERS, ETC.**

Company's name acknowledges that it is responsible for ensuring that D/ESBEs utilized in its Program perform a commercially useful function. It is noted that failure to fulfill this obligation will be considered a breach of any federally assisted and/or state funded contract and damages may be assessed. Credit toward Company's name D/ESBE goal/target attainment shall be determined by D/ESBEs that perform a commercially useful function in regards to a distinct element of contract work and carry out specific management, supervisory and operational responsibilities related thereto.

VI

SUBSTITUTION/REPLACEMENT OF LISTED D/ESBES

Company's name will make every feasible attempt to utilize the D/ESBES listed for goal attainment. However, in the event that a D/ESBE is unable or unwilling to perform, Company's name shall notify the awarding agency in writing and include documentation to justify the substitution, including a statement from the D/ESBE to be replaced acknowledging the substitution. Company's name shall also identify the replacement D/ESBE or document its good faith efforts to replace the D/ESBE with another D/ESBE.

D/ESBE Officer

President

Date

Date

GENERAL WAGE RATE DETERMINATIONS

General Decision Number: NJ140002 01/03/2014 NJ2

Superseded General Decision Number: NJ20130002

State: New Jersey

Construction Type: Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

* BRNJ0002-005 05/01/2013

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, following Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 38.25	27.39

Work 100 degrees F. and over:
to be paid at the rate of double time.

Work on high stacks:
22% per hour additional.

 * BRNJ0002-006 05/01/2013

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
Bricklayer.....	\$ 38.25	27.39

Work 100 degrees F. and over:
 to be paid at the rate of double time.

Work on high stacks:
 22% per hour additional.

 * BRNJ0002-008 05/01/2013

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and

Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON.....	\$ 38.25	27.39

Cement mason:
Epoxy, acid and latex work: \$.50 per hour additional.

* BRNJ0002-009 05/01/2013

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
CEMENT MASON.....	\$ 38.25	27.39

Cement mason:
Epoxy, acid and latex work: \$.50 per hour additional.

CARP0006-008 11/01/2012

	Rates	Fringes
CARPENTER.....	\$ 41.49	56%

CARP1456-002 05/01/2008

	Rates	Fringes
Piledriver		
Concrete form work.....	\$ 37.00	27.02
All other work.....	\$ 37.00	32.90

Work on land pile driving, while handling and working with creosote and creosote-impregnated products: \$.25 per hour additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

ELEC0102-001 06/03/2013

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Line construction:		
High-tension pipe-type cable installation:		
Cable splicer.....	\$ 55.34	55%
Ground person.....	\$ 30.19	55%
Groundman.....	\$ 30.19	55%
Line technician;		

equipment operator; x-ray technician; equipment repair person; equipment service person; hole-digging equipment operator; truck with winch or pole and steel hand; truck without winch..	\$ 50.31	55%
Line technician-welder.....	\$ 52.83	55%
All other work:		
Cable splicer.....	\$ 55.34	55%
Groundman.....	\$ 30.19	55%
Line technician; equipment operator.....	\$ 50.31	55%
Line technician-welder.....	\$ 52.83	55%

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

 ELEC0102-002 06/03/2013

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Electricians:		
All other work:		
Cable Splicer.....	\$ 55.17	55.5%
Electrician.....	\$ 50.15	55.5%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

 ELEC0164-002 06/03/2013

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Electricians:		
Electrician.....	\$ 48.99	62%
All other work:		
Cable splicer.....	\$ 48.99	62%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

 ELEC0164-010 06/02/2008

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Line construction:		
Cable splicer.....	\$ 54.00	54%
Groundman (includes empty conduit installations on roadways).....	\$ 30.75	54%
Layout Man.....	\$ 50.03	54%
Lineman; lineman-welder; x-ray technician; equipment repairman; equipment serviceman.....	\$ 45.90	54%

Work on live wires of 440 or 480 volts: 10% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

 ELEC0269-010 10/01/2012

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

	Rates	Fringes
Electrician.....	\$ 47.34	61.48% + .25

ELEC0269-013 10/01/2012

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator.....	\$ 37.87	57.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 47.34	57.93%
All other work:		
Ground person; truck with winch operator.....	\$ 37.87	57.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 47.34	57.93%

ELEC0456-001 06/03/2013

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Electricians:		
Cable splicer.....	\$ 50.48	66%
Electrician.....	\$ 46.33	67.25%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from

the ground or floor; or under air pressure; or over conveyors or moving equipment or machinery: 10% per hour additional.

ELEC0456-002 06/03/2013

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Cable splicer.....	\$ 50.48	66%
Crane Operator.....	\$ 50.48	66%
Groundman (when installing conduit on public roadways).....	\$ 26.80	66%
Groundman; winch operator..	\$ 43.88	66%
Line technician; x-ray technician; equipment repair person; equipment serviceperson; electrical installation worker; hole-digging equipment operator; truck operator with winch or pole; truck operator without winch.....	\$ 44.67	66%
All other work:		
Cable splicer.....	\$ 50.48	66%
Crane Operator.....	\$ 50.48	66%
Groundman (when installing conduit on public roadways).....	\$ 26.80	66%
Groundman43.98; winch operator.....	\$ 43.88	66%
Line technician.....	\$ 46.33	67.25%

ENGI0825-004 07/01/2013

	Rates	Fringes
Power equipment operators:		
Steel erection:		
GROUP 1.....	\$ 47.09	28.50
GROUP 2.....	\$ 45.43	28.50
GROUP 3.....	\$ 46.70	28.50
GROUP 4.....	\$ 42.64	28.50
GROUP 5.....	\$ 39.98	28.50
GROUP 6.....	\$ 38.45	28.50
GROUP 7.....	\$ 36.69	28.50

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:

Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:

Helicopter pilot

GROUP 4:

"A" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom; straddle carrier

GROUP 5:

Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugging hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only;

vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:

Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:

Oiler; deckhand

ENGI0825-009 07/01/2013

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.07	28.50
GROUP 2.....	\$ 41.48	28.50
GROUP 3.....	\$ 39.57	28.50
GROUP 4.....	\$ 37.94	28.50
GROUP 5.....	\$ 36.23	28.50
GROUP 6.....	\$ 43.84	27.25

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu.

yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:

"A" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work); front end loader (2 cu. yd. but less than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is "outside material tower hoist", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and

remediation; hoist (roof, tugger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:

Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:

Oiler; tire repair and maintenance

GROUP 6:

Helicopter pilot; helicopter engineer

IRON0011-002 08/01/2012

BERGEN, ESSEX, HUDSON AND HUNTERDON COUNTIES; MIDDLESEX COUNTY (north half); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north half); SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 40.74	39.40
Structural.....	\$ 43.54	39.40

IRON0036-003 07/01/2012

WARREN COUNTY

	Rates	Fringes
Ironworkers:.....	\$ 34.05	24.00

IRON0068-004 07/01/2013

MIDDLESEX COUNTY (south half); SOMERSET COUNTY (south half):

	Rates	Fringes
Ironworker.....	\$ 42.40	20.03

Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

LABO0172-005 09/01/2012

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 33.20	22.40
GROUP 2.....	\$ 33.90	22.40
GROUP 3.....	\$ 34.15	22.40
GROUP 4.....	\$ 37.70	22.40

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties)

GROUP 4:

Blaster

LABO0172-006 03/01/2011

MIDDLESEX COUNTY (south of the Raritan River):

	Rates	Fringes
Laborers:		
ASPHALT WORK:		
GROUP 1.....	\$ 33.00	21.55
GROUP 2.....	\$ 32.60	21.55
GROUP 3.....	\$ 32.85	21.55
GROUP 4.....	\$ 32.70	21.55
GROUP 5.....	\$ 32.90	21.55

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the

worker works three days for the same employer within a period of ten working days, consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Head raker

GROUP 2:

Painter, shoveler, roller person, kettle person, smother person, tamper

GROUP 3:

Raker, screed person, lute person

GROUP 4:

Milling controller

GROUP 5:

Traffic control coordinator

PAIN0711-009 05/01/2013

	Rates	Fringes
Painters:		
Work on bridges (all bridges that span major waterways, railroad bridges, bridges over canyons, overpasses).....	\$ 50.68	21.80

PAIN0711-014 05/01/2011

	Rates	Fringes
Painters:		
All other work:		
Brush and roller.....	\$ 35.99	16.86
Spray.....	\$ 38.91	17.19

PLAS0029-001 05/01/2012

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON.....	\$ 40.30	22.05

Cement masons:

Work on suspended staging, not supported from the ground:
\$.50 per hour additional.

PLAS0592-030 05/01/2013

HUNTERDON, MIDDLESEX, SOMERSET AND UNION COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 38.37	29.11

TEAM0408-001 11/01/2012

ESSEX, MORRIS, SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.05	18.73+a
Group 2.....	\$ 33.95	18.73+a
Group 3.....	\$ 34.85	18.73+a
Group 4.....	\$ 34.80	18.73+a

a. Employer contributes \$1472.15 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding,

fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truck; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

TEAM0469-001 05/01/2011

HUNTERDON, MIDDLESEX AND SOMERSET COUNTIES; UNION COUNTY (south of Wood Ave.); WARREN COUNTY:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.85	24.385
Group 2.....	\$ 34.75	24.385
Group 3.....	\$ 34.65	24.385
Group 4.....	\$ 34.60	24.385

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday falls.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truck; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

TEAM0560-001 11/01/2012

BERGEN, HUDSON AND PASSAIC COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 32.10	28.78
Group 2.....	\$ 32.15	28.78
Group 3.....	\$ 32.25	28.78
Group 4.....	\$ 32.35	28.78

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle,

thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:
Driver of 3-axle materials truck and float

GROUP 3:
Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:
Winch trailer driver

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is

an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



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.

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

County - HUDSON

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/01/14	11/01/14	05/01/15	11/01/15
Deputy Foreman	W41.25 B28.26 T69.51	W0.00 B0.00 T70.26	W0.00 B0.00 T71.01	W0.00 B0.00 T71.76
Foreman	W44.25 B28.26 T72.51	W0.00 B0.00 T73.26	W0.00 B0.00 T74.01	W0.00 B0.00 T74.76
Journeyman	W38.25 B28.26 T66.51	W0.00 B0.00 T67.26	W0.00 B0.00 T68.01	W0.00 B0.00 T68.76

Expiration Date: 04/30/2016

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	3.72	4.65	5.12	5.58	18.72	19.93	21.18	22.41		

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 15%, 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 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, 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 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, 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.



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 - HUDSON

Craft: Carpenter

PREVAILING WAGE RATE

	05/01/14	11/01/14	05/01/15	11/01/15
Foreman	W49.57	W0.00	W0.00	W0.00
	B27.75	B0.00	B0.00	B0.00
	T77.32	T77.92	T79.17	T80.42
Journeyman	W43.10	W0.00	W0.00	W0.00
	B24.13	B0.00	B0.00	B0.00
	T67.23	T68.23	T69.48	T70.73

Expiration Date: 04/30/2016

Craft: Carpenter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefit	56% of	Appren	tice	Wage	Rate		for all	intervals		

Ratio of Apprentices to Journeymen - 1:4

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 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 15%, 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 15% and the third shift shall receive the regular rate plus 20%, 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 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

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

County - HUDSON

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 - HUDSON

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/01/14	11/01/14	05/01/15	11/01/15
Deputy Foreman	W41.25	W0.00	W0.00	W0.00
	B28.26	B0.00	B0.00	B0.00
	T69.51	T70.26	T71.01	T71.76
Foreman	W44.25	W0.00	W0.00	W0.00
	B28.26	B0.00	B0.00	B0.00
	T72.51	T73.26	T74.01	T74.76
Journeyman	W38.25	W0.00	W0.00	W0.00
	B28.26	B0.00	B0.00	B0.00
	T66.51	T67.26	T68.01	T68.76

Expiration Date: 04/30/2016

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	3.72	4.65	5.12	5.58	18.72	19.93	21.18	22.41		

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 15%, 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 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, 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 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, 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 - HUDSON

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 - HUDSON

Craft: Cement Mason

PREVAILING WAGE RATE

	05/01/13
Foreman	W44.20 B22.30 T66.50
General Foreman	W46.20 B22.30 T68.50
Journeyman	W41.20 B22.30 T63.50

Expiration Date: 04/30/2015

Craft: Cement Mason

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	50%	60%	70%	80%	90%				
Benefits	9.80	16.80	17.90	19.00	20.10	21.20				

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

COMMENTS/NOTES

These rates also apply to PLASTERERS.

FOREMAN REQUIREMENTS:

If there are 2 or more Cement Masons/Plasterers on the job, one must be designated a Foreman.

If there are 11 or more Cement Masons/Plasterers on the job, one must be designated a General Foreman.

The regular workday shall be 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

All hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday, Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays shall be observed the following Monday.

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

County - HUDSON

Craft: Electrician

PREVAILING WAGE RATE

	06/02/14	06/01/15	05/31/16
Assistant General Foreman	W58.89 B36.51 T95.40	W59.99 B37.19 T97.18	W61.09 B37.88 T98.97
Cable Splicer, Foreman	W56.90 B35.28 T92.18	W57.96 B35.94 T93.90	W59.02 B36.59 T95.61
General Foreman, Journeyman on Radio Tower Work	W60.89 B37.75 T98.64	W62.02 B38.45 T100.47	W63.16 B39.16 T102.32
Journeyman	W49.91 B30.94 T80.85	W50.84 B31.52 T82.36	W51.77 B32.10 T83.87
Layout Man	W54.40 B33.73 T88.13	W55.42 B34.36 T89.78	W56.43 B34.99 T91.42

Expiration Date: 05/31/2017

Craft: Electrician

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	6 Months	35%	40%		Yearly	50%	60%	70%	80%	
Benefits =	62% of	Appren	tice	Wage	Rate					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 6-4-12:

INTERVAL PERIOD AND RATES

Yearly 30% 40% 50% 60% 70%

Benefits 62% of Apprentice Wage Rate

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:

- 40 feet above ground/floor: +21% of the Total Rate
- Transmission towers, and Smokestacks: +21% of the Total Rate

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

County - HUDSON

FOREMAN REQUIREMENTS:

- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 11 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (8:30 AM-4:30 PM)
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

Hours 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 hourly rate, inclusive of benefits. All hours on Sundays 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, 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 - HUDSON

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% 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.

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

County - HUDSON

Craft: Ironworker

PREVAILING WAGE RATE

	07/01/14
Rod Foreman	W40.74 B41.52 T82.26
Rod Journeyman	W37.74 B41.52 T79.26
Structural Foreman	W43.79 B41.52 T85.31
Structural Journeyman	W40.79 B41.52 T82.31

Expiration Date: 06/30/2015

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

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 5 consecutive days, the rate shall be paid at the regular rate and benefit rate, with no wage premium included. When an irregular shift is established for less than 5 days, the rate shall be paid at the regular rate plus 15%.

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

County - HUDSON

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 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 - HUDSON

Craft: Laborer - Building

PREVAILING WAGE RATE

	05/13/14
Class A Journeyman	W30.65 B23.37 T54.02
Class B Journeyman	W30.15 B23.37 T53.52
Class C Journeyman	W25.63 B23.37 T49.00
Foreman	W34.48 B23.37 T57.85
General Foreman	W38.31 B23.37 T61.68

Expiration Date: 04/30/2015

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%						
6 Months										
Benefit	20.92	20.92	20.92	20.92						

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 nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.

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

County - HUDSON

- 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 on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. 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, 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 - HUDSON

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	60%	70%	80%	90%						
Benefit	16.28	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

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

County - HUDSON

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	07/25/14
Foreman (Charge Person)	W35.45 B13.80 T49.25
Helper (1st Year)	W26.88 B13.71 T40.59
Helper (2nd Year)	W28.48 B13.74 T42.22
Helper (3rd Year)	W30.62 B13.75 T44.37
Journeyman	W34.95 B13.80 T48.75

Expiration Date: 06/30/2015

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 - HUDSON

Craft: Pipefitter

PREVAILING WAGE RATE

	07/11/14
Foreman	W52.24 B30.59 T82.83
Journeyman	W48.76 B30.59 T79.35

Expiration Date: 04/30/2015

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	*	*	*	*	39.01					
Benefit	*	*	*	*	27.34					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES WHO ENTERED PROGRAM AFTER 5-1-10:

Interval	Period and Rates				
Yearly	17.07	21.94	26.82	31.69	39.01
Benefits	20.04	21.65	23.29	24.90	27.34

FOREMAN REQUIREMENTS:

- The first Pipefitter on a job must be a Foreman.
- There must be a Foreman for every 6 Pipefitters on a job, not counting apprentices.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (between 4:00PM and 12:00AM) shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 25% per hour.
- 3rd Shift (between 12:00AM and 8:00AM) shall work 7 hours and receive 8 hours pay at the hourly rate, plus 30% per hour.

OVERTIME:

- The first 2 hours in excess of 8 per day or outside of the regular workday, Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half, inclusive of benefits. All remaining overtime shall be paid as stated above.

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

County - HUDSON

SHIFT DIFFERENTIALS - SERVICE & MAINTENANCE WORK:

- The 2nd shift shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 10% per hour.
- The 3rd shift shall work 7 hours and receive 8 hours pay at the hourly rate, plus 15% per hour.

OVERTIME - SERVICE & MAINTENANCE WORK:

- All hours outside of the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

NOTE: Service and Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' 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 - HUDSON

Craft: Plasterer

PREVAILING WAGE RATE

See "Cement Mason" Rates

Expiration Date:

Craft: Plasterer

COMMENTS/NOTES

See CEMENT MASON Rates

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

County - HUDSON

Craft: Plumber

PREVAILING WAGE RATE

	05/01/14	05/01/15
Foreman	W53.31 B30.99 T84.30	W0.00 B0.00 T86.18
General Foreman	W56.76 B30.99 T87.75	W0.00 B0.00 T89.55
Journeyman	W49.36 B30.99 T80.35	W0.00 B0.00 T82.30

Expiration Date: 04/30/2016

Craft: Plumber

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	30%	45%	55%	65%	75%					
Benefit	11.89	17.51	19.04	20.06	22.13					

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job having 2 or more Plumbers, 1 shall be designated as a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the regular rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- All 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 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.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a lost day. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, 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 - HUDSON

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	10/02/14
Foreman	W32.03 B27.97 T60.00
Journeyman	W30.78 B27.97 T58.75

Expiration Date: 03/31/2015

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	9.92	11.10	12.31	13.49	15.07	16.29	17.53	18.75	19.98	21.20

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 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 - HUDSON

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/09/14
Foreman	W47.13 B35.84 T82.97
General Foreman	W48.13 B35.84 T83.97
Journeyman	W44.63 B35.84 T80.47

Expiration Date: 05/31/2015

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

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

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- 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, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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. Sunday holidays will be observed the following Monday.

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

County - HUDSON

Craft: Truck Driver

PREVAILING WAGE RATE

	08/19/14	11/01/14	05/01/15	11/01/15
Bucket, Utility, Pick-up, Fuel Delivery trucks	W33.50 B31.13 T64.63	W0.00 B0.00 T65.13	W0.00 B0.00 T66.78	W0.00 B0.00 T67.28
Dump Truck, Asphalt Distributor, Tack Spreader	W33.50 B31.13 T64.63	W0.00 B0.00 T65.13	W0.00 B0.00 T66.78	W0.00 B0.00 T67.28
Euclid-type vehicles (large, off-road equipment)	W33.65 B31.13 T64.78	W0.00 B0.00 T65.28	W0.00 B0.00 T66.93	W0.00 B0.00 T67.43
Helper on Asphalt Distributor	W33.50 B31.13 T64.63	W0.00 B0.00 T65.13	W0.00 B0.00 T66.78	W0.00 B0.00 T67.28
Slurry Seal, Vacuum or Vac-All trucks	W33.50 B31.13 T64.63	W0.00 B0.00 T65.13	W0.00 B0.00 T66.78	W0.00 B0.00 T67.28
Straight 3-axle truck	W33.55 B31.13 T64.68	W0.00 B0.00 T65.18	W0.00 B0.00 T66.83	W0.00 B0.00 T67.33
Tractor Trailer (all types)	W33.65 B31.13 T64.78	W0.00 B0.00 T65.28	W0.00 B0.00 T66.93	W0.00 B0.00 T67.43
Winch Trailer	W33.75 B31.13 T64.88	W0.00 B0.00 T65.38	W0.00 B0.00 T67.03	W0.00 B0.00 T67.53

Expiration Date: 04/30/2016

Craft: Truck Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the 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.

HAZARDOUS WASTE REMOVAL:

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

TRUCK FOREMAN: \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

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

County - HUDSON

SHIFT DIFFERENTIALS:

- Shifts starting at 4:00 PM (2nd Shift): + \$2.50 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$2.50 per hour.

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 hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

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

County - HUDSON

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/12
Driver	W24.15 B10.22 T34.37
New Hires (1st year)	W22.03 B9.07 T31.10

Expiration Date: 05/01/2013

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

The regular workday is 8 hours, starting between 5:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:

For shifts beginning between 4:00 PM and 10:00 PM, drivers shall receive an additional \$0.50 per hour.

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 shall be paid at two and one-half times the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

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

County - HUDSON

Craft: Welder

PREVAILING WAGE RATE

Welder

Expiration Date:

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.



CITY OF JERSEY CITY
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155/5156 | F: 201 547 6585



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, O.P.A., R.P.P.O.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am _____ of the firm of _____,
the Contractor who submitted the lowest responsible bid for the project known as

_____.

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this _____ day of _____, 20____, the firm of _____ has not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or by the State of New Jersey, its departments, divisions, and agencies.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Name of Contractor)

Signed By: _____

Dated: _____

Title: _____

Sworn and subscribed to before me
This _____ day of _____, 20____.

***Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00**