BOROUGH OF KEYPORT
MONMOUTH COUNTY, NEW JERSEY

Contract Documents and Specifications
for the Construction of

IMPROVEMENTS TO SECOND STREET

NJDOT 2023-MA-00403 (PH. I: STONE RD. TO WAVERLY ST.)
NJDOT 2024-MA-00134 (PH II: WAVERLY ST. TO ATLANTIC ST.)

MAY 2025

ROSE P. ARANEO, MAYOR

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ANDREW BALL, ESQ.....BOROUGH ATTORNEY
BILL KANE.....PUBLIC WORKS SUPERINTENDENT

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CME File: H-KP-00614.01

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ADVERTISEMENT AND NOTICE TO BIDDERS

Notice is hereby given that sealed Bids will be received by the Borough of Keyport for: **"IMPROVEMENTS TO SECOND STREET" CONTRACT NO. HKP00614.01** and opened and read aloud at Borough Hall located at 70 West Front Street, Keyport, New Jersey, on **TUESDAY, MAY 13, 2025 at 10:00 AM** prevailing local time.

The project generally consists of the resurfacing of 0.50 miles of Second Street between Atlantic Street and Stone Road, including 8" and 12" sanitary sewer main and 8" water main and service replacements. Approximate quantities include 8,000 SY of hot mix asphalt milling, 5,000 LF of concrete curb, 1,750 SY of concrete sidewalk, 1,000 tons of hot mix asphalt surface course, 1,300 tons of hot mix asphalt base course, 3,330 LF of 8" DIP water main, 2,000 LF of 8" and 12" PVC sanitary sewer, 400 LF of 15" and 18" RCP storm sewer, restoration, and associated work. The bid includes a bid alternate scope of work for the resurfacing of 0.10 miles of Waverly Street between First Street and Third Street, including curbing, sidewalks, and the replacement of 8" sanitary sewer and water mains and services within said limits.

Plans, Specifications and Proposal Sheets may be obtained during normal business hours at the Office of Trevor J. Taylor, P.E., CME Associates, 1460 Route 9 South, Howell, New Jersey until 48 hours prior to the time set for the opening of bids upon payment of $100.00 per set. No refunds will be made. The said Contract Documents and Proposal sheets may be examined at the Borough of Keyport, Administration Office, 70 West Front Street, Keyport, New Jersey.

Bids must be furnished on the proposal sheets included in the Contract Documents, enclosed in a sealed envelope and addressed to the Borough Clerk, Borough of Keyport, New Jersey and plainly marked on the outside with the name and address of the bidder and the Contract Number and Title.

Each bid must be accompanied by a certified check of not less than ten (10%) percent of the bid payable without any conditional endorsement as a guarantee that in case the contract is awarded to the bidder, he will within ten (10) days thereafter execute such contract and furnish satisfactory performance bond. Upon failure to do so, he shall forfeit the bid security as liquidated damages and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder. No interest shall be allowed upon any such certified check. A bid bond in the amount of ten (10%) percent of the bid may be substituted for certified check, except the amount of the bid security shall not be less than $500.00 - nor more than $20,000.00. Each bid must be accompanied by a Certificate of Experience and Certificate of Equipment.

Each bid must also be accompanied by a certificate of Consent of Surety from a bonding company licensed to do business in the State of New Jersey guaranteeing that if the proposal of the bidder be accepted they will furnish the bond set forth in the Instructions to Bidders and the acceptance of the bid will be contingent upon the fulfillment of this requirement.

Evaluation and award of the bid shall involve a thorough review of the Contractor's technical capability, corporate experience, quality, past performance, technical plans, schedules, other submittals, and bid prices. The Borough reserves the right to increase or decrease quantities specified in the manner designated in the Specifications. The Borough reserves the right to award this contract based on funds available.

Bidders are required to comply with the requirements of the Americans with Disabilities Act (N.J.S.A.10:5-31 et seq.) and Affirmative Action (N.J.A.C. 17:27) and with the disclosure provisions of N.J.S.A. 19:44A-20.13. The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964.

Bidders shall comply with N.J.S.A. 52:32-44 latest revision, regarding Business Registration with the New Jersey Division of Revenue.

During the performance of this contract the Contractor agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27), all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended and the United States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof. The successful bidder will be required to furnish a surety company bond in the full amount of the contract price indemnifying the Borough of Keyport, New Jersey for all proceedings, suits or actions of any kind of description and conditional for the faithful performance of the work.

The Borough Council reserves the right to reject any or all bids to the extent permitted by law (in accordance with N.J.S.A. 40A: 11-13.2 and applicable case law). An award will be made or bids will be rejected within sixty (60) calendar days after opening, unless Mayor and Council extend the award period.

MICHELE CLARK, R.M.C. – MUNICIPAL CLERK
BOROUGH OF KEYPORT

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SECTION B INSTRUCTION TO BIDDERS

PART 1 - PRELIMINARY MATTERS

B 1.1 DESCRIPTION OF THE WORK

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

B 1.2 ORGANIZATION OF THE SPECIFICATIONS

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

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

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

In case of any conflicting language between various sections of the Contract Documents, the Contractor shall comply with provisions of N.J.A.C. 7:22-3, 4 & 10; N.J.A.C. 7:14 - Subchapter 2 and the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and take precedence over other language.

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

B 1.3 SPECIAL ITEMS OF INTEREST TO BIDDERS

The following outline of special items of interest is listed below with reference to the complete specifications:

B 1.3.2 CONSENT OF SURETY IS AN ABSOLUTE REQUIREMENT and must be included with the Bid. See B 2.8.

B 1.3.3 QUALIFICATION OF BIDDERS AN ABSOLUTE REQUIREMENT. All Bidders must complete the qualification questionnaire included with the Proposal and submit same with his bid. See Article B 2.9 for Bidder's Qualifications Requirements

B 1.3.4 EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION) If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

B 1.3.5 NON-COLLUSION AFFIDAVIT IS AN ABSOLUTE REQUIREMENT, and must be completed and accompany the Bid.

B 1.3.6 SECURITY FOR FAITHFUL PERFORMANCE incident to the work of the Contract - amount not less than 100% of the accepted bid price as awarded.

B 1.3.7 SECURITY FOR PAYMENT OF ALL LABOR, MATERIAL AND EQUIPMENT - IF REQUIRED BY THE TERMS OF THE PROPOSAL incident to the work of the contract - amount not less than 100% of the accepted bid price as awarded.

B 1.3.8 STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM must be completed and submitted prior to or with the Bid Proposal, as an absolute requirement per New Jersey P.L. 1977, c.33.

B 1.3.9 RESOLUTION OF AUTHORIZATION if Bidder is a corporation, or partnership, must be completed and accompany the Bid Proposal.

B 1.4 INSURANCE

Amounts and types of insurance required shall be as specified and enumerated in Article C3 of the Bidders Proposal and the Supplementary Conditions Article G 5.03 and G 5.04. Certificates and/or original policies will be required to document the following:

B 1.4.1 Workmen's Compensation

B 1.4.2 Comprehensive General Liability

B 1.4.3 Auto and/or Truck Liability

B 1.4.4.1 Owner's Protective Policy - if required by the Proposal, original policy required:

B 1.4.4.2 Co-Insured - the Owner and Engineer shall be named as co-insured parties on the insurance to be obtained by the Contractor if Article C3 of the Bidders Proposal specifies that an Owner's Protective Policy is not required.

B 1.4.5 Any Special Insurance Required

B 1.5 TIME OF COMPLETION:

Number of calendar days allowed for the completion of the Contract shall be from the date of notice to proceed as is stipulated in the proposal after the date of Notice to Proceed from the Owner to the to the successful Bidder.

B 1.6 LIQUIDATED DAMAGES:

Should the Contractor fail to perform its duties in accordance with these Contract Documents, and should the Authority be so caused to absorb costs that are greater than those that would have been realized if the Contractor had performed the work in accordance with these Contract Document, the Contractor shall be liable and responsible for the differential in the cost to the Authority.

B 1.7 PROGRESS AND FINAL PAYMENTS

Payments to the Contractor shall be made after review and approval by the Owner’s Staff and in accordance with the Owner’s standard policies.

B 1.8 DISPUTED WORK

Note carefully the required procedure as to filing of any claims, Article F10.05 and F16.01.

B 1.9 MINIMUM WAGE RATES

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

Appendix contains an example of the New Jersey rates in effect at time of printing. It shall be the contractor's sole responsibility to obtain, maintain and comply with current State and Federal wage rates during the course of this project.

B 1.10 VERBAL STATEMENTS NOT BINDING

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

B 1.13 PHOTOGRAPHS - UNLESS WAIVED BY THE TERMS OF THE PROPOSAL,

Pre-Construction, Progress, and Final Construction Photographs are required and the cost of same considered included in the respective bid prices.

B 1.14 JOB PROCEDURES

Note particularly the required Job Procedures.

B 1.17 EXAMINE CONTRACT DOCUMENTS

Contract Documents and Plans for the proposed work prepared by Douglas R. Rohmeyer, P.E., Consulting Engineer, CME Associates, may be examined at the office of the Owner, during business hours (9:00 a.m. to 4:00 p.m.) and copies may be obtained electronically from the Consulting Engineer's office.

B 1.18 APPENDICES

This document may contain appendices included for completeness or convenient reference by the contractor. The appendices do not limit the work to be performed, but rather are included as a supplement.

B 1.19 AMERICAN GOODS AND PRODUCTS

In conformance with the State of New Jersey Statute N.J.S.A. 40A:11-18, only goods and products manufactured or produced in the United States, where possible and whenever available, will be used in the work. If the use of foreign products is required, the advanced written approval of the Owner shall be obtained.

B1.20 BRAND NAME OR EQUIVALENT

Wherever a brand name is designated in the Contract Documents, it shall mean "Brand Name or Equivalent."

B1.21 APPLICABLE STATUES

The Contractor's attention is called to certain New Jersey Statues which may be applicable to the following: N.J.S.A. 10:2-1 relating to discrimination in employment on public works projects; N.J.S.A. 40A:11-18 and N.J.S.A. 52:33-1 et seq., which provides that United States products, wherever available, shall be used in the performance of any public works contract.

B1.22 SINGULAR AND GENDER REFERENCES

Where the context requires, words importing the singular shall include the plural and vice versa, and words importing one gender shall include the other gender.

SECTION B INSTRUCTION TO BIDDERS

PART 2 - PREPARATION OF BID PROPOSALS

B 2.1 DOCUMENTS INTACT

Bids shall be prepared using the proposal sheets in Section C of these Contract Documents. THE PROPOSAL SHALL NOT BE REMOVED FROM THE BOOK AND PRESENTED BY ITSELF. These contract documents together with the Consent of Surety and the bid security shall be delivered in a sealed envelope bearing the title of the work, the Contract number and the name of the bidder. The bid date is indicated in the "Advertisement and Notice to Bidders".

B 2.2 BIDDERS RESPONSIBILITY

Before submitting his Bid, each bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with the local conditions that may in any manner affect performance of the Work, (c) review the information relied upon by the Engineer in preparing the Drawings and Specifications and/or obtain any additional information deemed necessary to determine his bid price(s) for performance of the work, (d) familiarize himself with laws, and regulations affecting performance of the Work; and (e) carefully correlate his observations with the requirements of the Contract Documents.

B 2.2.1 EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents.

B 2.2.2 SITE EXAMINATION

Before submitting a proposal, bidders shall carefully examine the site, and fully inform themselves as to all existing conditions and limitations. Bidders shall make all necessary investigations to determine the various means of approach and access to the site, to determine the facilities and means for delivery, placing, and operating the necessary construction equipment and for delivering and handling materials at the site, and to inform themselves thoroughly as to all difficulties involved in the completion of all work under this contract in accordance with its requirements.

B 2.2.4 FAMILIARITY WITH LAWS

Before submitting his proposal, each bidder shall fully familiarize himself with any and all Federal and State Laws and/or local Municipal Ordinances and Regulations affecting the performance of the Work and necessary to determine his bid price(s).

B 2.2.5 NO PLEA OF IGNORANCE

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Each bid submitted shall implicitly represent on the part of the bidder that he is the only person or persons interested in said bid; that it is made without any connection with any person submitting another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Owner, or any person in the employ of the said Owner is directly or

indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

B 2.2.6 FEDERAL TAX AND STATE SALES TAX

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

B 2.3 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Drawings, Specifications or other Contract Documents made to any bidder orally are binding in any way. Every request for such interpretation should be in writing, addressed to the Engineer, at the address included in the advertisement and to be given consideration must be received no later than ten (10) days (Saturdays, Sundays and holidays excepted) prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed by registered or certified mail, by certified facsimile transmission or by certified delivery service to all perspective bidders (at the respective addresses furnished for such purposes) not later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids in accordance with N.J.S.A. 40A:11-23. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

B 2.4 QUANTITIES APPROXIMATE

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

B 2.5 PROPOSAL FORMS

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

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

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

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

B 2.5.1 CORPORATIONS

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

B 2.5.2 PARTNERSHIPS

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

B 2.6 RECEIPT OF ADDENDA ACKNOWLEDGED

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

B 2.7 BID SECURITY

Each proposal shall be accompanied by a bid security or proposal guarantee in the form of a certified check, cashier's check or surety bid bond of the bidders, payable to the Owner. The amount of the bid security shall be 10% of the total bid, but not more than $20,000. If the bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named, if applicable, in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The Bid Security of the successful bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned.

Proposal guarantees in the form of certified or cashier's checks will be returned to all except the three apparent lowest responsible bidders within ten working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract and furnished the required bonds and certificates of insurance. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his proposal guarantee will be returned upon the demand of any bidder, except that the bids of any bidders who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Anytime after the opening of bids, the second or third apparent low bidder may file a bond with the Owner in the form prescribed by the Owner's Attorney and in an amount equal at least to the amount of his original certified or cashier's check. This bond shall have sufficient and proper sureties, shall be subject to the approval of the Owner, and shall state that if the concerned bidder is awarded the contract, he will execute the required contract and will furnish such bonds and certificates or policies of insurance as are required under the terms of the contract documents. After receipt, approval, and acceptance of the properly executed bond, the Owner will then return to the concerned Bidder his original certified check or cashier's check.

In the event the successful bidder fails or refuses to execute and deliver the contract and required bonds and policies or certificates of insurance within twenty-one days after he has received notice of the acceptance of his bid, the successful Bidder shall pay to the Owner an amount which is equal to the difference between the amounts specified in the Successful Bidder’s bid and such greater amount that the owner, in good faith, may contract with another party to perform in the services required by said Contract Documents, which amount shall not exceed $20,000.

B 2.8 CONSENT OF SURETY

A Consent of Surety in the form included in these specifications must be signed and witnessed. This Consent of Surety must be a separate legal instrument. Each proposal must be accompanied by a "Consent of Surety" from a surety company qualified to act as surety in the State of New Jersey, agreeing

in the event of the award of the Contract to the bidder, to furnish a Performance Bond of a face value of not less than 100% of the amount of the bid.

Performance and Payment (labor and material) Bonds shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the Department of Treasury and be authorized to transact business in the State where the project is located.

In addition, and if required by the terms of the Proposal and Agreement, said "Consent of Surety" shall also agree to provide a labor and material payment bond in an amount not less than 100% of the total amount bid, and in a form acceptable to the Owner's Attorney.

B 2.9 QUALIFICATIONS OF BIDDERS

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

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

a. A detailed list of the plant and equipment which the bidder proposes to use, indicating which portions he already possesses, and, if requested in the Proposal, a detailed description of the method and program of work he proposes to follow. The information contained in these papers is for the guidance of the Owner in awarding the Contract.

b. If the bidder is a corporation, a statement of the names and residences of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the State of New Jersey. If a partnership, a statement of the names and residences of its members indicating which are general and which are special partners. If an individual, a statement of his residence.

c. A sworn statement giving a detailed list of contract work of the nature specified that he has been engaged upon in the past ten years (if in business for less than 10 years, provide experience for those years in business) with information as to location, exact nature and extent of the work, cost of the projects, under whose jurisdiction the work was performed and references with whom to correspond.

d. If requested in the Proposal, furnish a list of technically experienced employees in the various branches of the work bid upon, with a brief summary of their experience and qualifications and also the name of the proposed field superintendent.

e. If requested in the Proposal, furnish a certified financial statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission. All information will be used merely for the purpose of determining the qualifications of a low bidder.

B 2.10 NON COLLUSION AFFIDAVIT

All bidders must execute the Non-Collusion Affidavit and furnish same with their bid proposal on the form provided.

B 2.11 DISQUALIFICATION UPON REFUSAL TO WAIVE IMMUNITY

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

a. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, may be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the Owner, or any public department or official thereof, for goods, work or service, for a period of five (5) years after such refusal to sign a waiver of immunity; and

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

B 2.12 AFFIRMATIVE ACTION - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers

provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also

agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter l0 of the Administrative Code (N.J.A.C. 17:27).

B 2.13 CORPORATE STOCKHOLDER/PARTNERSHIP DISCLOSURE

All bidders who are corporations or partnerships must conform to the State of New Jersey P.L. 1977, c.33. Such bidders must execute the "Stockholder or Partnership Disclosure" form included in the Proposal and submit same with their bid.

B 2.14 CORPORATE RESOLUTION

All bidders who are corporations must execute the Corporate resolution included in the Proposal, or the equivalent, identifying and providing authority for the individual signing the Proposal to submit the bid on behalf of the Corporation and, if awarded the Contract, to execute the Contract Agreement on behalf of said corporation.

B 2.15 SUBCONTRACT WORK

If the bidder intends to subcontract any portion of the work of the project to any subcontractor, he shall first satisfy himself that any proposed subcontractor is competent to perform such work and not barred from public contract work pursuant to State of New Jersey N.J.S.A. 34:11-56.37 and N.J.S.A. 34:11-56.38.

In his bid proposal, when a form is provided, the bidder shall indicate the item (or items) he intends to subcontract and the aggregate value of any and all intended subcontract work, which aggregate value shall be less than 50% of the Total Price Bid excluding the cost of equipment. If awarded the Contract, subcontractors, if any, shall be subject to the approval of the Owner and shall be bound to the contractor by all applicable provisions of the contract documents as provided in Section G - Supplementary Conditions. In projects involving building construction as required by the N.J. Local Public Contracts Law 40A:11-16, the bidder shall set forth in the bid the name or names of subcontractors required on the project on the form provided, including the percentage of the total project anticipated to be performed by each.

B 2.16 SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place indicated in the Advertisement and Notice to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

If addenda have been issued by the Owner prior to the time for opening of bids, bidder shall clearly identify all addenda by individual addenda number on the front of the envelope and acknowledge receipt of any addenda in the appropriate place provided in the Proposal.

B 2.17 MODIFICATION AND WITHDRAWAL OF BIDS PRIOR TO OPENING

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

B 2.18 PENALTIES AND FALSIFICATION

In accordance with the Local Public Contracts Law, P.L. 1971, c.198 (C.40A:11-1 et seq.) specifically, N.J.S.A. 40A:11-34, any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction, shall be punishable by a fine or not less than $100.00 nor more than $1,000.00 and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

B 2.26 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In accordance with P.L.2004, c.57, Business Registration of Public Contractors, the bidder shall include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the bidder's submission (i.e. "named subcontractors"). Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. The proof of business registration shall be provided prior to awarding of the contract.

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 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.

B 2.27 NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION ACT

No contractor shall bid on any contract for public works as defined in Section 2 of P.L.1963, c.150 (C.34:11-56.26) unless the contractor is registered with the New Jersey Department of Labor 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 (N.J.S.A. 34:11-56.51).

"Contractor" means any person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein (N.J.S.A. 34:11-56.50).

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity its certificate of registration and the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section (N.J.S.A. 34:11-56.55). A named contractor that is ultimately determined not to have been registered at the time proposals are received will fatally flaw the submission and cause the submission to be rejected.

B 2.28 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) each contractor shall, prior to the awarding of the contract, submit the "Disclosure of Investment Activities in Iran" Form listed in the bid proposal. Failure to submit shall cause bid to be rejected.

B 2.29 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c. 3) each contractor shall submit the "Certification of Non-Involvement In Prohibited Activities In Russia Or Belarus" listed in the bid proposal. Failure to submit shall cause bid to be rejected.

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

B 3.1 OPENING OF BIDS

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

B 3.2 BIDS TO REMAIN OPEN - NO WITHDRAWAL PERIOD

Unless rejected, all bids shall remain open until the Contract is awarded, or for 60 calendar days, whichever is less; and for an additional 60 calendar days or three (3) days after full execution and submission of the Contract Agreement, Performance Guarantee Bond, Labor and Material Payment Bond if required, and required insurance certificates and/or policies by the successful bidder, whichever is less. The Owner may, at his sole discretion, release any bid and return the bid security of a bidder prior to the date hereinabove established.

B 3.3 EVALUATION AND COMPARISON OF PROPOSALS

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

In evaluating bids, Owner shall consider the qualifications of the bidders, whether or not the Proposals comply with the prescribed requirements, and alternates and supplemental unit prices if requested in the bid forms. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

After the opening of bids, and prior to award of the Contract, or rejection of all bids, the Owner may request, and the apparent low bidder shall provide, such information as Owner deems necessary regarding the identity, qualifications and current work commitments of proposed subcontractor(s) and/or proposed suppliers of principal materials or items of equipment which may have significant bearing upon the bidder's qualifications to complete the project work in full accordance with the terms and conditions of the Contract Documents and within the allotted Contract Time.

B 3.4 BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsible bidder, as determined by the Owner and by the terms and conditions of the Contract Documents.

The determination of the low bid shall be made based on the total base bid. Where deletion items are necessary to reduce the contract price to be within the project budget, the low bid shall be the total base bid and the least amount of deletion items in the order specified necessary to stay within the project budget.

The right is also reserved to increase or decrease the quantities specified in the manner designated in the specifications, and to award any or all of the items specified and listed in the Proposal.

B 3.5 CAUSES FOR REJECTING BIDS

Any or all proposals may be rejected (a) if competition has obviously been suppressed; (b) if the prices are obviously unbalanced (c) if received from bidders who have previously performed work of a like nature in an unsatisfactory manner; (d) if the bid exceeds the Owner's budget; and (e) if it is deemed advisable to do so in the best interest of the Owner. The Owner expressly reserves the right to reject any and all bids and to re-advertise for new bids, or abandon the project when it has sound, documented business reasons, which are in the best interest of the project.

B 3.6 UNBALANCED BIDS, INFORMALITIES AND/OR IRREGULARITIES

The Owner may consider informal, or irregular, any bid not prepared and submitted in accordance with the provisions stipulated. The Owner reserves the right to waive any informalities in the bids, and the right to disregard any and all non-conforming or conditional bids or counter proposals.

B 3.7 AWARD OF CONTRACT

If the Contract is awarded, after comparison of the amounts of the various bids and evaluation of the experience competence, responsibility and availability of the bidders, it will be awarded to the lowest responsible bidder whose evaluation by the Owner indicates acceptance of said bid will best serve Owner's interest, and formalized by public resolution of the Owner within 60 calendar days of the date of receipt of bids.

Bidders are advised that each project will be awarded to the lowest bidder for each separate contract, which low bid shall be determined in accordance with the above.

B 3.8 NOTICE OF AWARD

After formal action by the Owner to award the Contract, the Engineer will furnish the successful bidder with six (6) sets of the Contract Documents and an official "Notice of Award" for timely execution of the Contract Agreement by said successful bidder (all six copies) and return of same, together with required original bonds and insurance policies and/or certificates within twenty-one (21) calendar days of said notice, ready for endorsement by appropriate officials of the Owner and review by Owner's Attorney.

B 3.9 FORM OF CONTRACT AND BOND(S)

The form of Contract Agreement and bond(s) to be used in connection with the contract and to become a part of the Contract Documents may be found in Section E of these Contract Documents.

At the time of the execution of the contract, the bidder to whom the contract has been awarded shall furnish and deliver a properly executed Performance Bond in an amount at least equal to 100% of the total price of the Contract as awarded and as security for faithful performance of the contract. The surety on the bond must be a corporate surety and must meet the requirements stated under "Bid Security" - Article B 2.7.

If required by the terms of the Proposal, the successful bidder shall also furnish a "Labor and Material Payment Bond" in the form included in Section E, in an amount not less than 100% of the total price of the Contract as awarded by the Owner, and issued by an acceptable surety meeting the requirements of Article B 2.7 "Bid Security".

B 3.10 INSURANCE

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

All such certificates or policies of insurance must provide for not less than 30 days advance notice to the Owner and Engineer of any pending termination of the coverage provided.

B 3.11 NO REFUND OF FEES PAID FOR CONTRACT DOCUMENTS

Fees, if any, required to be paid and paid as required by the Advertisement and Notice to Bidders for copies of the Contract Documents are non-refundable and will not be returned under any circumstances except as provided in N.J.S.A. 40A:11-24(b), which allows for the return of documents in reasonable conditions with in 90 days of notice that the contract has NOT been awarded.

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

B 3.12 CONFERENCE

A conference will be held with representatives of the Owner, the Engineer and the Contractor after the award of the Contract.

The conference shall be attended by, but without limitation to the following:

Contractors Representatives
Owner's Representatives
Engineer's Representatives

SECTION BB
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BB.1 AUTHORIZATION OF CONTRACT

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

BB.2 WAGE RATES

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

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

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

BB.3 GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit to the District Office, Bureau of Local Aid, a materials questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-state approved source will be considered non-participating. The contractor is also notified that the District Office, Bureau of Local Aid, must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction. All inquiries regarding state involvement in the project may be directed to:

Deval Desai
District III Office
Bureau of Local Aid
New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, NJ 08625

Phone: (609) 530-5271

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Qualifications (Telephone: 609-292-5022).

BB.4 FOREIGN MATERIALS

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

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

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

1. Materials manufactured or produced outside the United States shall be delivered to a location, approved by the engineer, where they shall be retained until examination can be completed.

2. The contractor shall arrange, at his expense, any testing which the engineer feel necessary to ascertain the acceptability of the material.

3. Each lot of foreign material shall be accompanied by a certificate of compliance. In addition, certified mill test reports shall be attached to the certificate of compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of compliance shall contain the following information:

A. Project to which the material is consigned.
B. Name of the contractor to which the material is supplied.
C. Kind of material supplied.
D. Quantity of material represented by the certificate.
E. Means of identifying the consignment, such as label marking, seal number, etc.
F. Date and method of shipment.
G. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
H. Signature of a person having legal authority to bind the supplier.
I. Signature attested to by a notary public or other properly authorized person.

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

PROPOSAL AND SCHEDULE OF BIDS

BIDDERS PROPOSAL

PROJECT IDENTIFICATION:

IMPROVEMENTS TO SECOND STREET

THIS BID IS SUBMITTED TO:

MAILING ADDRESS	**PHYSICAL ADDRESS**
Borough of Keyport	Borough of Keyport
P.O. Box 60	70 West Front Street
Keyport, NJ 07735	Keyport, NJ 07735

_____
BIDDERS NAME

C 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

C 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.

C 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a. BIDDER has examined copies of all the Bidding Documents and of any Addenda.

b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents as provided in paragraph F 4.02 of the General Conditions, and accepts the determination set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in [c] above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph F 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over OWNER.

i. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his Bid:

	ITEM	REQUIRED	NOT REQUIRED
[1]	Contractor's Field Office is		X
[2]	Engineer's Field Office is		X
[3]	Project Photographs are	X	
[4]	Owner's Protective Insurance Policy		X
[5]	Owner and Engineers named as Co-Insured parties on Contractor's Liability Insurance policies is	X	
[6]	A Performance and payment Bond in the amount of 100% of the contract amount is	X	
[7]	A Two-Year Maintenance Bond in the amount of 15% of the contract amount is	X	
[8]	Project is partially funded with Federal Grant funds and compliance with applicable minimum Federal Wage rates, and other grant related applicable regulations is		X
[9]	Project sign is		X
[10]	Public Works Contractors Registration (PL 1999x.238) Compliance	X	
[11]	Uniformed Law Enforcement Officers (traffic directors)	X	

j. If awarded the Contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127, as amended and supplemented.

k. If awarded the Contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150, as amended and supplemented.

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

PROPOSAL AND SCHEDULE OF BIDS

BID DOCUMENT SUBMISSION CHECKLIST
BOROUGH OF KEYPORT
IMPROVEMENTS TO SECOND STREET

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

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

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

Required with submission of bid		Initial each item submitted with bid (Bidder's initials)
√	A Bid Proposal Form	
√	Bidder's Qualification Sheet	
√	Experience Sheet	
√	Business Registration Certificate for General & All Subcontractors	
√	Comply with ADA requirements	
√	Prevailing Wage Act Language and Certification	
√	Disclosure of Investment Activities in Iran	
√	Prohibited Russia-Belarus Activities	

Required with submission of bid		Initial each item submitted with bid (Bidder's initials)
√	Affirmative Action Requirements	
√	Bidders Personnel	
√	Submission of a Non-Collusion Affidavit	
√	Resolution of Authorization if Bidder is a Corporation	
√	Certification of Bidder showing that Bidder owns, leases, or controls any necessary equipment	
√	Corporate Resolution (if applicable)	
√	State Public Works Contractors Registration for General & All Subcontractors	
√	Pay-to-Play Disclosure	

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

****

Performance Bonds	√
Certification of Insurance	√
Signed Contracts	√
Maintenance Bond	√

PROPOSAL AND SCHEDULE OF BIDS

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

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

* * * *

PROPOSAL AND SCHEDULE OF BIDS

ACKNOWLEDGEMENT OF ADDENDA AND/OR NOTICE CERTIFICATE

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

(Bidder to fill in)

Number	Date Issued

_____ No Addenda and/or Notices received.

_____
Bidder

_____
By (Print Name and Title)

_____
Signature

PROPOSAL AND SCHEDULE OF BIDS

BID SECURITY

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

The bid security in the form of:

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

the amount of _____ ($_____)

payable to Borough of Keyport

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

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

An Individual _____
A Partnership _____
A Corporation _____

of _____ having principal offices at

_____

CONSENT OF SURETY

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

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

_____ day of _____ 20_____.

ATTEST:

_____ BY _____

_____(SEAL)
Surety

ATTEST:

_____ BY _____
Title

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

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

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

_____ the bidder making this Proposal for the bid

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

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

_____
Signature

_____
(Type or print name of affiant under signature)

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization:_____

Address:_____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

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

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

Notice of Disclosure Requirement - "Pay to Play"

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

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

_____

Vendor Initial and Date

PROPOSAL AND SCHEDULE OF BIDS

CERTIFICATE OF EXPERIENCE

_____hereby certify that

_____ have performed

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

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

COPY THIS FORM FOR ADDITIONAL PROJECTS AND ALL SUBCONTRACTORS

_____
BIDDER

_____
BY

_____
TITLE

PROPOSAL AND SCHEDULE OF BIDS

CERTIFICATE OF INSURANCE EXPERIENCE

_____hereby certify that

_____ have performed

the following work within the last two (2) years

Year	Type of Work	Insurance Provider (Company, Contact name and Phone number)	Was insurance cancelled? If yes, provide reason for cancellation

_____
BIDDER

_____
BY

_____
TITLE

PROPOSAL AND SCHEDULE OF BIDS

CERTIFICATE OF EQUIPMENT

_____(Name of Bidder)

hereby Certify that the Bidder(s) is or are the owner or lessee of the equipment necessary for the execution of this contract, and further certify that the Bidder(s) is or are fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of the contract is listed below:

QUANTITY	DESCRIPTION AND CAPACITY	YEAR	CONDITION

_____
BIDDER

_____
BY

_____
TITLE

STANDARD BID DOCUMENT REFERENCE						
Name of Form	**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		**Y/N**		**Mandatory**	**Optional**	**N/A**
	LPCL	**Y**	Goods and Services	**X**		
	PSCL	**Y**	Construction			**X**
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").					

Disclosure of Investment Activities in Iran

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

☐	*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*
OR	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

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

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

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

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

State of New Jersey

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
https://www.njstart.gov
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

AMY F. DAVIS
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: January 1, 2024

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"[1]) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

◯ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

◯ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

◯ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[1] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

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

The contractor and the Borough of Keyport, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

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

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. l7:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. l7:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter l0 of the Administrative Code (N.J.A.C. 17:27).**

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GOODS AND SERVICES CONTRACTS

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

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

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

_____ at a meeting of its Board of

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

SEAL OF CORPORATION
(if applicable)

_____
Secretary

PREVAILING WAGE ACT LANGUAGE AND CERTIFICATION

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

In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leasing or will be leasing a property or premises for any excess costs occasioned by the termination of the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INSTRUCTIONS TO BIDDERS – PERFORMANCE OF PLUMBING WORK

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

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

INSTRUCTIONS TO BIDDERS – PERFORMANCE OF SPECIALTY TRADE WORK

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

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

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

PROPOSAL AND SCHEDULE OF BIDS

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

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

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

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

   Name:_____

   Address:_____

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

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

   Name:_____

   Address:_____

   License Number: Not Applicable

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

   Name:_____

   Address:_____

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

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

   Name:_____

   Address:_____

   License Number: Not Applicable

Bidder

_____
By (name and title)

_____
Signature

PROPOSAL AND SCHEDULE OF BIDS

IDENTIFICATION OF OTHER SUBCONTRACTORS

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

CATEGORY	NAME AND ADDRESS
DRAINAGE AND PIPE CONTRACTOR	
PAVING CONTRACTOR	
CONCRETE CONTRACTOR	
LANDSCAPING CONTRACTOR	
STRIPING CONTRACTOR	
OTHER (SPECIFY)	
OTHER (SPECIFY)	
OTHER (SPECIFY)	

EXPERIENCE STATEMENTS SHOULD BE PROVIDED FOR ALL LISTED CONTRACTORS OR SUBCONTRACTORS IN THE FORM SET FORTH AT PAGE C-12.

PROPOSAL AND SCHEDULE OF BIDS

BIDDERS DATA SHEET

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

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Joint Venture

doing business as _____

_____
(State of Incorporation)

By_____
(Name and Title of Person Authorized to Sign)

_____
(Signature)

Attest_____
(Secretary)

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

Contact Information

Project Manager: _____

Business Address: _____

_____

Phone Number: _____ Fax Number: _____

Mobile Phone: _____ Email Address: _____

SECOND STREET PHASES I & II SEPARATED ON BID PROPOSAL FORM

The Bidder is herein advised that NJDOT has required quantities for Phases I and II of the project be tracked separately as the work is funded by two (2) separate NJDOT Local Aid grants. Accordingly, the bid proposal form has been separated into items for Phase I (numbered "I-1", "I-2", etc.) and Phase II (numbered "II-1", "II-2", etc.) of the project, respectively. This is for grant accounting and quantity tracking purposes only. Both phases are included in the Base Bid and will be awarded together. The total Base Bid will be determined by the total of items contained in Phases I and II, inclusive.

WAVERLY STREET BID ALTERNATE

The Bidder is herein advised that a budget has been established for this project. If bids received are lower than anticipated, the Owner may add to the project, the work listed as the bid alternate. Per N.J.S.A. 40A:11-23.1, the determination of which bidder's proposal offers the lowest price shall be made on the basis of the price of the base bid plus the specified alternate and/or addition items within the limit of funds that are available for the project. The Owner reserves the right to add as few or as many alternate and/or addition items in order that is in their best interest to do so.

SCOPE OF ALLOWANCE FOR POLICE TRAFFIC DIRECTORS

The Bidder shall make an allowance in his bid for uniformed Police Traffic Directors and vehicles, identified in the bid documents as "Traffic Director, Municipal Police". Said allowance item appears as Bid Item Numbers I-3, II-3 and A-3 in the schedule of quantities and prices which follows this page. Traffic Director, Municipal Police shall be utilized at specific locations designated by the Police Department or Engineer during construction hours.

The Bidder shall allow $125,000.00 each in Items I-3 and II-3 and $25,000.00 in Item A-3 to cover said costs. Nothing herein shall constitute or guarantee that the Contractor is entitled to payments of the full allowances. To qualify for payment, the Contractor must provide proof of the use of police for Traffic Director, Municipal Police to the Engineer.

SCOPE OF ALLOWANCE FOR WORK NOT SPECIFIED ITEMS

The Bidder shall make an allowance in his bid for any modifications or additions associated with construction of the project including any incidental or additional material, services or appurtenances not specifically described in the specifications but required to satisfactorily complete the project, (Bid Items I-55 and II-60). All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the Contractor for any unknown items of work.

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

The Bidder shall allow $25,000.00 for these items to cover the work in Bid Items I-55 and II-60. Nothing herein shall constitute a guarantee that the Contractor is entitled to payment of any portion of the allowance. If no work is done under this item, the full amount of $25,000.00 will not be paid by the Owner to the Contractor.

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
I-1.	Silt Fence		
	3,200 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
I-2.	Inlet Filter, Type 2, 4' x 4'		
	3 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
I-3.	Traffic Directors, Municipal Police (Allowance)		
	125,000 Dollars	$ 1.00 /DOLL (Figures)	$ 125,000.00 (Figures)
	WRITE UNIT PRICE BID: One Dollar and Zero Cents		
	_____PER DOLLAR		
I-4	Breakaway Barricade		
	10 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
I-5.	Drum		
	25 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
I-6.	Construction Signs		
	100 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		
I-7.	Traffic Cone		
	25 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
I-8.	Fuel Price Adjustment		
	1,600 Dollars	$ 1.00 /DOL (Figures)	$ 1,600.00 (Figures)
	WRITE UNIT PRICE BID: One Dollar and Zero Cents		
	_____PER DOLLAR		
I-9.	Asphalt Price Adjustment		
	11,800 Dollars	$ 1.00 /DOL (Figures)	$ 11,800.00 (Figures)
	WRITE UNIT PRICE BID: One Dollar and Zero Cents		
	_____PER DOLLAR		
I-10.	Clearing Site		
	1 Lump Sum	$_____/LS (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LUMP SUM		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
I-11.	Remove Existing Walks		
	1,100 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
I-12.	Remove Existing Curb		
	2,100 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
I-13.	Excavation, Unclassified (Only If and Where Directed)		
	100 Cubic Yards	$_____/CY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER CUBIC YARD		
I-14.	Excavation, Unclassified, Test Pit		
	35 Cubic Yards	$_____/CY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER CUBIC YARD		
I-15.	Dense-Graded Aggregate Base Course, 6" Thick		
	300 Cubic Yards	$_____/CY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER CUBIC YARD		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
I-16.	Hot Mix Asphalt Milling, 3" or Less		
	4,500 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
I-17.	Tack Coat		
	700 Gallons	$_____/GAL (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER GALLON		
I-18.	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick		
	575 Tons	$_____/TN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER TON		
I-19.	Hot Mix Asphalt 12.5M64 Surface Course, 2" Thick		
	25 Tons	$_____/TN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER TON		
I-20.	Hot Mix Asphalt 19M64 Base Course, 6" Thick		
	620 Tons	$_____/TN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER TON		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
I-21.	Polymerized Joint Adhesive		
	3,200 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
I-22.	Modular Block Retaining Wall (Only if and Where Directed)		
	250 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		
I-23.	Cast-in-Place Retaining Wall (Only if and Where Directed)		
	200 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		
I-24.	Reconstruct Inlet, Type 'B', Using Existing Casting		
	2 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
I-25.	Concrete Sidewalk, 4" Thick		
	775 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

I-26. Concrete Driveway, Reinforced, 6" Thick

400 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

I-27. Hot Mix Asphalt Driveway, 2" Thick (Only If and Where Directed)

100 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

I-28. Concrete Slope Gutter, 8” (Only If and Where Directed)

50 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

I-29. Detectable Warning Surface

1 Square Yard $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

I-30. Reset Pavers

5 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

I-31. 9"x18" Concrete Vertical Curb

2,000 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

I-32. 8"x20" Concrete Vertical Curb

100 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

I-33. Traffic Markings

475 Square Feet $_____/SF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE FOOT

I-34. Traffic Stripes, 4", Thermoplastic

500 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

I-35. Regulatory and Warning Sign

100 Square Feet $_____/SF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE FOOT

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

I-36. 4" Insertion Valve (Only if and Where Directed)

2 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

I-37. 6" Insertion Valve (Only if and Where Directed)

2 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

I-38. 8" Ductile Iron Water Pipe, Class 52

1,800 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

I-39. 8" Gate Valve

8 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

I-40. Water Service Connection, 3/4"

42 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

I-41. Water Service Connection, 3/4", Trenchless (Only if and Where Directed)

10 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

I-42. Fire Hydrant Assembly

4 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

I-43. Water As-Built Plan

1 Lump Sum $_____/LS (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LUMP SUM

I-44. 8" PVC SDR-35 Sewer Pipe

950 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

I-45. 12" PVC SDR-35 Sewer Pipe

500 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
I-46.	4" PVC SDR-35 Sanitary Lateral		
	900 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
I-47.	4" PVC Sanitary Sewer Lateral Cleanout		
	45 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
I-48.	Sanitary Manhole, 4' Diameter		
	12 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
I-49.	Reset Existing Manhole, Using New Casting		
	1 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
I-50.	Reconstruct Manhole, Using New Casting		
	1 Unit	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
I-51.	Sanitary Sewer As-Built Plan		
	1 Lump Sum	$_____/LS (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LUMP SUM		
I-52.	Topsoil Spreading, 4" Thick		
	1,250 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
I-53.	Fertilizing and Seeding, Type 'A-4'		
	1,250 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
I-54.	Straw Mulching		
	1,250 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
I-55.	Allowance for Work Not Specified (only if and where directed)		
	1 Allowance	$ 25,000.00 /AL (Figures)	$ 25,000.00 (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER ALLOWANCE		

SUBTOTAL FORWARD ($_____)

Phase I Subtotal of Prices Bid based upon Estimated Quantities for above listed **Items I-1 through I-55** inclusive:

_____ Dollars.
(Amount – Figures)

_____ Dollars.
(Amount – Written)

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
II-1.	Silt Fence		
	2,800 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
II-2.	Inlet Filter, Type 2, 4' x 4'		
	7 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
II-3.	Traffic Directors, Municipal Police (Allowance)		
	125,000 Dollars	$ 1.00 /DOLL (Figures)	$ 125,000.00 (Figures)
	WRITE UNIT PRICE BID: One Dollar and Zero Cents		
	_____PER DOLLAR		
II-4.	Breakaway Barricade		
	10 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
II-5.	Drum		
	25 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
II-6.	Construction Signs		
	100 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		
II-7.	Traffic Cone		
	25 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
II-8.	Fuel Price Adjustment		
	1,600 Dollars	$ 1.00 /DOL (Figures)	$ 3,200.00 (Figures)
	WRITE UNIT PRICE BID: One Dollar and Zero Cents		
	_____PER DOLLAR		
II-9.	Asphalt Price Adjustment		
	11,800 Dollars	$ 1.00 /DOL (Figures)	$ 11,800.00 (Figures)
	WRITE UNIT PRICE BID: One Dollar and Zero Cents		
	_____PER DOLLAR		
II-10.	Clearing Site		
	1 Lump Sum	$_____/LS (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LUMP SUM		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-11. Remove Existing Walks

1,450 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-12. Remove Existing Curb

2,850 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

II-13. Excavation, Unclassified (Only If and Where Directed)

100 Cubic Yards $_____/CY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER CUBIC YARD

II-14. Excavation, Unclassified, Test Pit

35 Cubic Yards $_____/CY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER CUBIC YARD

II-15. Dense-Graded Aggregate Base Course, 6" Thick

220 Cubic Yards $_____/CY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER CUBIC YARD

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-16. Hot Mix Asphalt Milling, 3" or Less

4,300 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-17. Tack Coat

675 Gallons $_____/GAL (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER GALLON

II-18. Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick

525 Tons $_____/TN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER TON

II-19. Hot Mix Asphalt 12.5M64 Surface Course, 2" Thick

35 Tons $_____/TN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER TON

II-20. Hot Mix Asphalt 19M64 Base Course, 6" Thick

480 Tons $_____/TN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER TON

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-21. Polymerized Joint Adhesive

3,100 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

I-22. Modular Block Retaining Wall (Only if and Where Directed)

250 Square Feet $_____/SF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE FOOT

I-23. Cast-in-Place Retaining Wall (Only if and Where Directed)

50 Square Feet $_____/SF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE FOOT

II-24. 15" Reinforced Concrete Pipe, Class V

130 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

II-25. 18" Reinforced Concrete Pipe, Class V

260 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-26. Inlet, Type 'B'

8 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-27. Storm Sewer As-Built Plan

1 Lump Sum $_____/LS (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LUMP SUM

II-28. Concrete Sidewalk, 4" Thick

1,100 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-29. Concrete Driveway, Reinforced, 6" Thick

410 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-30. Hot Mix Asphalt Driveway, 2" Thick (Only If and Where Directed)

100 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-31. Concrete Gutter Slope, 8" (Only If and Where Directed)

50 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-32. Detectable Warning Surface

15 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-33. Reset Pavers

75 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-34. 9"x18" Concrete Vertical Curb

2,700 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

II-35. 8"x20" Concrete Vertical Curb

150 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
II-36.	Traffic Markings		
	850 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		
II-37.	Traffic Stripes, 4", Thermoplastic		
	800 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
II-38.	Regulatory and Warning Sign		
	135 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		
II-39.	4” Insertion Valve (Only if and Where Directed)		
	1 Unit	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
II-40.	6” Insertion Valve (Only if and Where Directed)		
	1 Unit	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-41. 12” Insertion Valve (Only if and Where Directed)

1 Unit $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-42. 8" Ductile Iron Water Pipe, Class 52

1,500 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

II-43. 8” Gate Valve

10 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-44. Water Service Connection, 3/4"

52 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-45. Water Service Connection, 3/4", Trenchless (Only if and Where Directed)

5 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
II-46.	Fire Hydrant Assembly		
	3 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
II-47.	Water As-Built Plan		
	1 Lump Sum	$_____/LS (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LUMP SUM		
II-48.	8" Ductile Iron Sewer Pipe, Class 52		
	100 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
II-49.	8" PVC SDR-35 Sewer Pipe		
	850 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
II-50.	4" PVC SDR-35 Sanitary Lateral		
	650 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-51. 4" PVC Sanitary Sewer Lateral Cleanout

30 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-52. Sanitary Manhole, 4' Diameter

4 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-53. Reset Existing Manhole, Using New Casting

2 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-54. Reconstruct Manhole, Using New Casting (only if and where directed)

1 Unit $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-55. Sanitary Sewer As-Built Plan

1 Lump Sum $_____/LS (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LUMP SUM

SUBTOTAL FORWARD ($_____)

PROPOSAL AND SCHEDULE OF BIDS

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

II-56. Reset Existing Gas Valve

2 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

II-57. Topsoil Spreading, 4" Thick

1,000 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-58. Fertilizing and Seeding, Type 'A-4'

1,000 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-59. Straw Mulching

1,000 Square Yards $_____/SY (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER SQUARE YARD

II-60. Allowance for Work Not Specified

1 Allowance $ 25,000.00 /AL (Figures) $ 25,000.00 (Figures)

WRITE UNIT PRICE BID: Twenty-Five Thousand Dollars and Zero Cents

_____PER ALLOWANCE

SUBTOTAL FORWARD ($_____)

Phase II Subtotal of Prices Bid based upon Estimated Quantities for above listed **Items II-1 through II-60** inclusive:

_____ Dollars.
(Amount – Figures)

_____ Dollars.
(Amount – Written)

PROPOSAL AND SCHEDULE OF BIDS

Total of Prices Bid based upon Estimated Quantities for above listed **Items I-1 through I-55 and II-1 through II-60** inclusive.

_____ Dollars.
(Amount – Figures)

(Amount – Written)

TIME FOR COMPLETION of this Contract is **180** calendar days.

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

C 5. BIDDER agrees that the Work will be substantially complete within **150** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within **180** calendar days after the date when the Contract Time commences to run.

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

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

The address of BIDDER indicated below:

BIDDER NAME_____

MAILING ADDRESS_____

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

SUBMITTED on _____, 20_____.

Contact Information

Project Manager: _____

Business Address: _____

_____

Phone Number: _____ Fax Number: _____

Mobile Phone: _____ Email Address: _____

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
A-1.	Silt Fence		
	1,300 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____ PER LINEAR FOOT			
A-2.	Inlet Filter, Type 2, 4' x 4'		
	2 Units	$_____/UN (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____ PER UNIT			
A-3.	Traffic Directors, Municipal Police (Allowance)		
	25,000 Dollars	$ 1.00 /DOLL (Figures)	$ 25,000.00 (Figures)
WRITE UNIT PRICE BID: One Dollar and Zero Cents PER DOLLAR			
A-4.	Clearing Site		
	1 Lump Sum	$_____/LS (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____ PER LUMP SUM			
A-5.	Remove Existing Walks		
	250 Square Yards	$_____/SY (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____ PER SQUARE YARD			

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
A-6.	Remove Existing Curbs		
	1,025 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
A-7.	Excavation, Unclassified, Test Pit (only if and where directed)		
	10 Cubic Yards	$_____/CY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER CUBIC YARD		
A-8.	Dense-Graded Aggregate Base Course, 6" Thick		
	140 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
A-9.	Hot Mix Asphalt Milling, 3" or Less		
	1,400 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
A-10.	Tack Coat		
	210 Gallons	$_____/GAL (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER GALLON		

PROPOSAL AND SCHEDULE OF BIDS

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
A-11.	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick		
	170 Tons	$_____/TN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER TON		
A-12.	Hot Mix Asphalt 12.5M64 Surface Course, 2" Thick		
	20 Tons	$_____/TN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER TON		
A-13.	Hot Mix Asphalt 19M64 Base Course, 6" Thick		
	280 Tons	$_____/TN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER TON		
A-14.	Polymerized Joint Adhesive		
	130 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
A-15.	18" Reinforced Concrete Pipe, Class V		
	300 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
A-16.	Reconstruct Inlet, Type 'B', Using Existing Casting		
	2 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
A-17.	Concrete Sidewalk, 4" Thick		
	160 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
A-18.	Hot Mix Asphalt Driveway, 2" Thick		
	110 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
A-19.	Concrete Driveway, Reinforced, 6" Thick		
	90 Square Yards	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		
A-20.	Detectable Warning Surface		
	1 Square Yard	$_____/SY (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE YARD		

PROPOSAL AND SCHEDULE OF BIDS

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
A-21.	9"x18" Concrete Vertical Curb		
	550 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
A-22.	Concrete Curb and Gutter		
	500 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
A-23.	Traffic Markings		
	100 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		
A-24.	Traffic Stripes, 4”, Thermoplastic		
	50 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
A-25.	Regulatory and Warning Sign		
	40 Square Feet	$_____/SF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER SQUARE FOOT		

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES

A-26. 6” Insertion Valve (Only if and Where Directed)

1 Unit $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

A-27. 12” Insertion Valve (Only if and Where Directed)

1 Unit $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

A-28. 8" Ductile Iron Water Pipe, Class 52

575 Linear Feet $_____/LF (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER LINEAR FOOT

A-29. 8” Gate Valve

2 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

A-30. Water Service Connection, 3/4”

14 Units $_____/UN (Figures) $_____ (Figures)

WRITE UNIT PRICE BID:_____

_____PER UNIT

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
A-31.	Water As-Built Plan		
	1 Lump Sum	$_____/LS (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LUMP SUM		
A-32.	8" Ductile Iron Sewer Pipe, Class 52		
	400 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
A-33.	4" PVC SDR-35 Sanitary Lateral		
	200 Linear Feet	$_____/LF (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER LINEAR FOOT		
A-34.	4" PVC Sanitary Sewer Lateral Cleanout		
	10 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		
A-35.	Sanitary Manhole, 4' Diameter		
	2 Units	$_____/UN (Figures)	$_____ (Figures)
	WRITE UNIT PRICE BID:_____		
	_____PER UNIT		

PROPOSAL AND SCHEDULE OF BIDS

BID ALTERNATE – WAVERLY STREET

The Owner reserves the right to award a bid alternate for improvements to Waverly Street as available funding permits.

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

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
A-36.	Sewer As-Built Plan		
	1 Lump Sum	$_____/LS (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____			
_____ PER LUMP SUM			
A-37.	Topsoil Spreading, 4" Thick		
	225 Square Yards	$_____/SY (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____			
_____ PER SQUARE YARD			
A-38.	Fertilizing and Seeding, Type 'A-4'		
	225 Square Yards	$_____/SY (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____			
_____ PER SQUARE YARD			
A-39.	Straw Mulching		
	225 Square Yards	$_____/SY (Figures)	$_____ (Figures)
WRITE UNIT PRICE BID: _____			
_____ PER SQUARE YARD			

PROPOSAL AND SCHEDULE OF BIDS

BID ALTERNATE – WAVERLY STREET

Total of Prices Bid based upon Estimated Quantities for above listed **Bid Alternate Items A-1 through A-39:**

_____ Dollars.
(Amount – Figures)

(Amount – Written)

AWARD OF THE BID ALTERNATE WILL ADD 20 DAYS TO THE SUBSTANTIAL COMPLETION DATE

NOTICE OF AWARD

Dated: _____

TO: _____
(Bidder)

ADDRESS: _____

_____

OWNER'S PROJECT NO. **HKP00614.01**

PROJECT: **IMPORVEMENTS TO SECOND STREET**

OWNER'S CONTRACT NO. **HKP00614.01**

CONTRACT FOR **BID ITEMS 1 THROUGH**

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for Bid Items __ through __. The Contract Price of your contract is _____.

Three copies of each of the proposed Contract Documents accompany this Notice of Award.

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

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B2.7) General Conditions (paragraph F5.01) and Supplementary Conditions (paragraph G5.01).

3. Other conditions:

   A. Certificates of insurance in not less than the required amounts, types and form per F5.03 and G5.03, inclusive.

   B. Owners and Engineer's Co-Insurance Certificate in proper form and substance per G5.04.

   C. Progress schedule per F6.04 and 1-2.07.

   D. Sign and Notarize Affirmation of Contractual Terms included herein.

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

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

BOROUGH OF KEYPORT, NEW JERSEY
(Owner)

BY_____
(Authorized Signature)

TREVOR J. TAYLOR, PE, PP, CME
(Title) Consulting Engineer

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____ _____
Printed Name Signature

_____ _____
Title Date

This "NOTICE OF AWARD" shall be transmitted by the Owner to the Contractor by Certified Mail with Return Receipt Requested. A copy of the Award shall be sent to Engineer by regular mail.

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

THIS AGREEMENT made as of the _____ day of _____ in the year 20_____ by and between:

THE BOROUGH OF KEYPORT, MONMOUTH COUNTY, NEW JERSEY
70 WEST FRONT STREET
P.O. BOX 60, KEYPORT, NJ 07735
(hereinafter called OWNER)

and

_____
(hereinafter called CONTRACTOR)

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

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

The project generally consists of the resurfacing of 0.50 miles of Second Street between Atlantic Street and Stone Road, including 8" and 12" sanitary sewer main and 8" water main and service replacements. Approximate quantities include 8,000 SY of hot mix asphalt milling, 5,000 LF of concrete curb, 1,750 SY of concrete sidewalk, 1,000 tons of hot mix asphalt surface course, 1,300 tons of hot mix asphalt base course, 3,330 LF of 8" DIP water main, 2,000 LF of 8" and 12" PVC sanitary sewer, 400 LF of 15" and 18" RCP storm sewer, restoration, and associated work. The bid includes a bid alternate scope of work for the resurfacing of 0.10 miles of Waverly Street between First Street and Third Street, including curbing, sidewalks, and the replacement of 8" sanitary sewer and water mains and services within said limits.

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

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

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

D 3. CONTRACT TIME. This contract time is of the essence for substantial completion within 150 days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions or modified in the Supplementary Conditions and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 days from the date when the contract time commences to run. If the work is not fully operational within 180 calendar days, the contractor shall be subjected to liquidated damages in the amount of $500.00 per day which is the cost associated with delay only.

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

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

SEE PROPOSAL BID FORM

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

D 6. PROGRESS AND FINAL PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions and Supplemental General Conditions Section 14.02.

D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:
98% of the Work completed

D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions and/or retainage indicated under Supplementary Conditions.

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

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

D 7.1. This Agreement,
D 7.2. Exhibits to this Agreement (if any),
D 7.3. CONTRACTOR'S Bid and Bonds,
D 7.4. Notice of Award,
D 7.5. Instructions to Bidders,
D 7.6. General Conditions,
D 7.7. Supplementary Conditions,
D 7.8. Specifications - Division 1
D 7.9. Appendices as listed in Section "H" of the Contract Documents,
D 7.10. Special Provisions
D 7.11. Addenda number ____ through ____
D 7.12. Any modifications, Including Change Orders, duly delivered after execution of this Agreement.

D 8. MISCELLANEOUS

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

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

D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

D 9. OTHER PROVISIONS

D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Drawings are entitled as indicated in Section H - Contract Drawings.

D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.

D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner. The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

D 9.5. Equal Employment Opportunity/Affirmative Action. Refer to Section B 1.3.4.

D 9.6. State Grant Funds. When a contractor is partially funded by a State Grant:

D 10. PREVAILING WAGE ACT CERTIFICATION

D 10.1. Attached hereto and incorporated herein is(are) the Department of Labor and Workforce Development prevailing wage determination(s) for the locality and craft(s) that will be employed in the performance of work under this contract. It is hereby stipulated that each individual who performs work under this contract shall be paid not less than the prevailing wage rate to which that worker is entitled under the New Jersey Prevailing Wage Act, as reflected in the appropriate Department of Labor and Workforce Development prevailing wage determination. In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leasing or will be leasing a property or premises for any excess costs occasioned by the termination of the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

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

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

The Agreement will be effective on _____, 20_____.

OWNER: BOROUGH OF KEYPORT

BY: ROSE P. ARANEO
(NAME)

MAYOR
(TITLE)

_____
(SIGNATURE)

ATTEST _____
MICHELE CLARK, MUNICIPAL CLERK

ATTEST _____

Address for giving notices:

Borough of Keyport

ATTN: Michele Clark, RMC

P.O. Box 60

Keyport, NJ 07735

_____
OWNER'S SEAL

CONTRACTOR: _____

_____
(NAME)

_____
(TITLE)

_____
(SIGNATURE)

ATTEST _____
(CORPORATE SECRETARY)

ATTEST _____

Address for giving notices:

_____

_____

_____

_____

License No. _____

Agent for service of process: _____

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

_____
CONTRACTOR'S SEAL

SECTION E

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

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

_____

_____ as Principal and _____

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

Signed this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the above named principal did on the _____ day of _____20 _____, enter into a contract with the Borough of Keyport which said contract is made a part of this the bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of beneficiaries as defined by NJS 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in NJS 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Recovery of any claimant under the bond shall be subject to the conditions and provisions of NJS 2A:44-147, to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

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

ATTEST:

_____
Principal (Contractor)

_____
(Principal) Secretary
or Witness as to Principal

BY:_____(S)

_____
(Typed Name)

_____
(Address)

_____

ATTEST:

_____
Surety

BY:_____(S)
Attorney-in-Fact

_____
(Surety) Secretary
or Witness as to Surety

_____
(Typed Name)

_____
(Address)

(SEAL)

_____

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

APPROVAL OF BOND

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

SIGNED BY_____

SIGNATURE_____(S)

TITLE_____

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

SECTION E

NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

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

Signed this ____ day of _____, 20_____.

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

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

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

_____
Principal

_____
Surety

(seal)
(acknowledgments)

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

NOTICE TO PROCEED

Dated: _____

TO: _____
(Bidder)

ADDRESS: _____

_____

OWNER'S PROJECT NO. **HKP00614.01**

PROJECT: **IMPROVEMENTS TO SECOND STREET**

OWNER'S CONTRACT NO. **HKP00614.01**

CONTRACT FOR **BID ITEMS 1 THROUGH**

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

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

Provide sample resident notification letter

Provide project schedule

Submit utility markout receipt

Submit outstanding shop drawings

BOROUGH OF KEYPORT, NEW JERSEY
(Owner)

By: _____
(Authorized Signature)

TREVOR J. TAYLOR, PE, PP, CME
(Title) Consulting Engineer

GENERAL CONDITIONS

SECTION F

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GENERAL CONDITIONS

F-1

ARTICLE 1—DEFINITIONS
ALSO SEE G1.1

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

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

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

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

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

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

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

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

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

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

F1.10. *Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

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

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

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

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

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

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

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

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

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

F1.20. *General Requirements*—Sections of Division 1 of the Specifications.

F1.21. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

F 1.22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

F 1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

F 1.24. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

F 1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

F1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

F1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

F 1.28. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

F 1.29. *PCBs*—Polychlorinated biphenyls.

F 1.30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

F1.31. *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

F1.32. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

F 1.33. *Resident Project Representative*— The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

F 1.34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

F 1.35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

F 1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

F1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

F1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

F1.39. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

F 1.40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

F 1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

F 1.42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

F 1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

F 1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

F 1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

F–2
ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

F 2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

F 2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

F 2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. ALSO SEE G2.3

Starting the Work:

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

Before Starting Construction:

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

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

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

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

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

F 2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

F 2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

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

Initially Acceptable Schedules:

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

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

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

F 3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well- known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

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

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

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

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

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

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

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

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

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

Amending and Supplementing Contract Documents:

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

F 3.5.1. a formal Written Amendment,

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

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

F3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

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

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

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

Reuse of Documents:

F3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

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

Availability of Lands:

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

F 4.2. *Subsurface and Physical Conditions:*

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

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

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

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

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

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

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

F4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

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

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

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

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

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

F4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

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

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

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

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

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

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

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

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

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

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

F 4.3. *Physical Conditions—Underground Facilities:*

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

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

F4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

F4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

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

Reference Points:

F 4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. ALSO SEE 1-4

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

F4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

F4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

F4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

F4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's

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

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

F–5
ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

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

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

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

F5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

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

CONTRACTOR's Liability Insurance:

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

F5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

F5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

F5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

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

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

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

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

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

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

F5.4.9. include completed operations insurance;

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

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

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

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

OWNER's Liability Insurance:

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

Property Insurance:

F5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

F 5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

F 5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

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

F 5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

F 5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

F 5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

F 5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

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

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

F 5.11. *Waiver of Rights:*

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

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

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

F 5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

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

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

Acceptance of Bonds and Insurance; Option to Replace:

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

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

Partial Utilization—Property Insurance:

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

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ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

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

F6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR. ALSO SEE G6.2

Labor, Materials and Equipment:

F6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. ALSO SEE G6.3.1, G6.3, 1-6.3

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

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

Progress Schedule:

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

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

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

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

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

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

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

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

F 6.7.2. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

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

Concerning Subcontractors, Suppliers and Others:

F 6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. ALSO SEE G6.8

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

substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective* Work.
ALSO SEE G6.8.2

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

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

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

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

Patent Fees and Royalties:

F6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

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

Laws and Regulations:

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

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

Taxes:

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

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

Use of Premises:

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

F 6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
ALSO SEE 1-6.17.1 & 1-6.17.2

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

Record Documents:

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

Safety and Protection:

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

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

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

F 6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. ALSO SEE 1-6.20.3.1 & 1-6.20.3.2

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). ALSO SEE G6.20.4, 1-6.20.4, 1-6.20.4.1 & 1-6.20.4.2

Safety Representative:

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

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

Hazard Communication Programs:

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

Emergencies:

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

F 6.24. *Shop Drawings and Samples:*

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

ALSO SEE 1-6.23.1

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

F 6.25. *Submittal Procedures:*

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

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

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

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

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

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

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

F6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

F6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

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

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

Continuing the Work:

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

F 6.30. *CONTRACTOR's General Warranty and Guarantee:*

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

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

F 6.30.1.2. normal wear and tear under normal usage.

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

F 6.30.2.1. observations by ENGINEER;

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

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

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

F6.30.2.5. any acceptance by OWNER or any failure to do so;

F6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

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

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

Indemnification:

F 6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.
ALSO SEE G6.30

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

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

Survival of Obligations:

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

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

F–7
ARTICLE 7—OTHER WORK

Related Work at Site:

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

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

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

Coordination:

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

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

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

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

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

F–8
ARTICLE 8—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

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

Visits to Site:

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

Project Representative:

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

Clarifications and Interpretations:

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

Authorized Variations in Work:

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

Rejecting Defective Work:

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

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

Shop Drawings, Change Orders and Payments:

F9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

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

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

Determinations for Unit Prices:

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

Decisions on Disputes:

F 9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. ALSO SEE G9.11.1

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

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

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

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

F 19.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

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

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

F-10
ARTICLE 10—CHANGES IN THE WORK

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

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

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

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

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

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

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

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

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

F-11
ARTICLE 11—CHANGE OF CONTRACT PRICE

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

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

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

F11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

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

F11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

F11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

F11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

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

F11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

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

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

F 11.4.5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F 11.6.1. a mutually acceptable fixed fee; or

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

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

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

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

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

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

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

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

Cash Allowances:

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

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

F11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

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

F 11.9. *Unit Price Work:*

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

F11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

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

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

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

F 11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

F-12

ARTICLE 12—CHANGE OF CONTRACT TIMES

ALSO SEE G12.0

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

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

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

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

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

F13

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

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

Access to Work:

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

Tests and Inspections:

F13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
ALSO SEE 1-13.3

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

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

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

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

F 13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

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

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

Uncovering Work:

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

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

OWNER May Stop the Work:

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

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

Correction or Removal of Defective Work:

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

F13.12. *Correction Period:*

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

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

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

Acceptance of Defective Work:

F 13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

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

F-14

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

ALSO SEE G14.0

Schedule of Values:

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

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

Application for Progress Payment:

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

CONTRACTOR's Warranty of Title:

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

Review of Applications for Progress Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

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

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

Substantial Completion:

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

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

Partial Utilization:

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

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

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

Final Inspection:

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

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

Final Application for Payment:

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

Final Payment and Acceptance:

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

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

Waiver of Claims:

F 14.15. The making and acceptance of final payment will constitute:

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

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

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ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

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

OWNER May Terminate:

F 15.2. Upon the occurrence of any one or more of the following events:

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

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

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

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

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

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

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

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

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

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

F 15.4.4. for reasonable expenses directly attributable to termination.

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

CONTRACTOR May Stop Work or Terminate:

F 15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

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ARTICLE 16—DISPUTE RESOLUTION

Also see G16.0

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

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ARTICLE 17—MISCELLANEOUS

Giving Notice:

F 17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

F 17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

F 17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.
ALSO SEE G17.2.3

Notice of Claim:

F 17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

F 17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

F 17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

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EXHIBIT GC-A to General Conditions of the Agreement Between OWNER and CONTRACTOR Dated_____ For use with EJCDC No. 1910-8 (1990 ed.)

DISPUTE RESOLUTION AGREEMENT

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.15) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned: No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten- day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. Except as provided in paragraph 16.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. Notwithstanding paragraph 16.4 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.11 a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 16.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER or ENGINEER's Consultants that does not otherwise exist.

16.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

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16.7. OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.1 through 16.6, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.2 and 16.3 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SECTION G. SUPPLEMENTARY CONDITIONS

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SECTION G. SUPPLEMENTARY CONDITIONS

G 0.2 INTRODUCTION

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

G 1.1 DEFINITIONS

Definitions contained in the General Conditions Article F.1.1 are supplemented with the following additional definitions.

SURETY - The corporate body which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the Owner against all claims for damages.

INSPECTOR - The representative of the Engineer designated to observe the work for which these specifications are intended.

TESTING LABORATORY - A laboratory selected by the Owner for the inspection and testing of materials.

MANUFACTURER - Shall be the manufacturer of the equipment specified.

STANDARD SPECIFICATIONS - The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2007, as supplemented, superseded and/or clarified by the Contract Documents.

SOIL EROSION STANDARDS - The "Standards for Soil Erosion and Sediment Control in New Jersey" adopted June 14, 1972, by the New Jersey State Soil Conservation Committee, as amended and supplemented to date.

G 2.3 NOTICE TO BEGIN WORK

Article F 2.3 of the General Conditions is amended as follows.

The Contractor shall start work on or before the date specified herein or if no date is so specified, within ten (10) days of the mailing of the Notice to Proceed by the Owner to the Contractor directing him to proceed with work.

G 2.5.1 DIMENSIONS - Addition to General Conditions Article F 2.5

Figured dimensions on the Contract Drawings shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought immediately to the attention of the Engineer, and his decisions thereon shall be final.

G 2.6.4 BREAKDOWN COSTS OF LUMP SUM ITEMS - Addition to General Conditions Article F 2.6

Before the preparation of the first estimate, the Contractor shall submit for the Engineer's approval a schedule of values of all lump sum bid items into a series of minor subdivisions in the manner to be approved by the Engineer and for the sole purpose of determining the estimates of work done for partial payments.

Revisions to the schedule, if required, shall be furnished acceptable to the Engineer prior to consideration for partial payment.

G 3.1.1 WORK REQUIRED BY THE CONTRACT DOCUMENTS - Addition to General Conditions Article F 3.1

The Contract Documents require the furnishing of all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies and other means of construction necessary or proper for performing and completing the work. In general the completed work shall consist of the improvements and appurtenances completely installed, successfully tested and in "ready to operate" condition.

The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property, and to the satisfaction of the Engineer, and in strict accordance with the

Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

Detailed specifications for materials, equipment, workmanship and all items pertaining to a particular part of the work may be found under those parts of the Contract describing the work to be done and the methods of measurement and payment for the various Bid Items.

All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of the like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

G 5.1 SECURITY FOR FAITHFUL PERFORMANCE & FOR LABOR AND MATERIALS PAYMENTS - Supplement to General Conditions Article F 5.1

Simultaneously with this delivery of the executed contract the successful bidder must deliver to the Owner an executed bond covering:

1. The faithful performance of the Contract and in an amount equal to one hundred percent (100%) of the contract amount as awarded.

2. The payment of all obligations arising under the Contract in an amount equal to 100% of the contract as awarded.

The bond or bonds must be prepared in a satisfactory form and having as surety thereon such surety company or companies as are acceptable and approved by the Owner, and as are authorized to transact business in this State. Copies of the bonds shall be sent to the Engineer at the time of submission to the Owner.

G 5.3 COMPENSATION AND LIABILITY INSURANCE - Supplement to General Condition Article F 5.3

If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy become unsatisfactory, the contractor shall promptly obtain a new policy, and submit the same to the Owner for approval and/or submit certificate thereof as required. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the Owner, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the Contract nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the amounts stated hereinafter.

It is understood that the term "Owner" shall be deemed to include all authorities, boards, bureaus, commissions, divisions, districts, departments and offices of the Owner and the individual members thereof in their official capacities.

The insurance payable under these policies shall be applied by the Company first, to the protection of the Owner and the remainder, if any, to the other named insureds.

In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.

Amounts of Insurance required shall not be less than the amounts shown below and certificates, or full copies of policies must be furnished as noted below. IF THE CONTRACTOR WILL DEPEND ON UMBRELLA/EXCESS LIABILITY COVERAGE TO MEET THE REQUIRED COVERAGE AMOUNTS THEN A WRITTEN STATEMENT FROM THE CARRIER IS REQUIRED INDICATING THAT SAID UMBRELLA/EXCESS LIABILITY COVERAGE EXTENDS TO ALL FORMS OF LIABILITY COVERAGE LISTED.

G 5.3.1 WORKMEN'S COMPENSATION - CERTIFICATE REQUIRED.

Coverage A - New Jersey Statutory
Coverage B - Unlimited

G 5.3.2 COMPREHENSIVE GENERAL LIABILITY LIMITS - CERTIFICATE REQUIRED

including explosion, collapse, underground utilities, contractual, independent contractors, and completed operations coverage.

SPECIAL NOTE: IF THE TERMS OF THE PROPOSAL WAIVE THE REQUIREMENT FOR "OWNER'S PROTECTIVE POLICY " (SEE ARTICLE G 5.3.4), THEN THE OWNER AND ENGINEER SHALL BE NAMED CO-INSURED PARTIES ON THE CONTRACTOR'S INSURANCE POLICIES REQUIRED UNDER ARTICLES G 5.3.1, G 5.3.2, G 5.3.3, AND G 5.3.5.

PROPERTY DAMAGE

for any one accident $500,000
for all accidents..... $1,000,000

PUBLIC LIABILITY

for any one person..... $2,000,000
for any one accident $5,000,000

G 5.3.3 AUTO AND/OR TRUCK LIABILITY - CERTIFICATE REQUIRED.

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE

for any one accident $500,000
for all accidents..... $1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person..... $2,000,000
for any one accident $5,000,000

G 5.3.4 OWNER'S PROTECTIVE POLICY - ORIGINAL POLICY REQUIRED.

REQUIRED UNLESS THE TERMS OF THE PROPOSAL INDICATE OTHERWISE

NAMED INSURED - Owner, as identified in the Proposal and Agreement

CO-INSURED - Utilities Engineer, as identified in the Proposal and Agreement

PROPERTY DAMAGE

one accident $500,000
all accidents..... $1,000,000

PUBLIC LIABILITY

one accident $1,000,000
all accidents..... $2,000,000

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE LIABILITY

for any one accident $500,000
for all accidents..... $1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person..... $2,000,000
for any accident $5,000,000

G 5.3.5 SPECIAL INSURANCE REQUIREMENTS -

CERTIFICATE REQUIRED.

1.	Builder's Risk/ Installation Floater	-	One Hundred (100%) Percent of the Contract Value with deductable no more than $10,000

CERTIFICATE REQUIRED (where applicable) -

1.	Marine Work	-	Longshoremen's & Harbor
		-	Workers Endorsement, or Maritime Endorsement
2.	Railroad Protective	-	Insurance Requirements Equal to that of the required by Railroad

G 5.3.6 EVIDENCE OF INSURANCE

The contractor shall file with the Owner and Engineer before commencing work under this contract, Certificates of Insurance, or policies where required, which certificates shall bear the following information:

1. Name and address of the insured.

2. Title and location of the operations to which the insurance applies.

3. The number of the policy and the type or types of insurances in force thereunder on the date borne by such certificates.

4. The expiration date of policy and the limit or limits of liability thereunder on the date borne by such certificate.

5. A statement that the insurance of the type afforded by the policy applies to all of the operation on and at the site of the project which are undertaken by the insured during the performance of his contract or subcontract.

6. A STATEMENT INDICATING THAT THE OWNER AND THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE ARE NAMED CO-INSURED PARTIES.

7. A statement as to the exclusions of the policy, if any.

8. A statement showing the method of cancellations provided for by the policy. If cancellations may be affected by the giving of notice to the insured by the insure, the policy shall provide for the lapse of such number of days following the giving of such notice that in the ordinary course of transmission the insured will have actually received such notice at least thirty (30) days before the cancellation becomes effective. Notice of cancellation shall also be delivered to Owner and Engineer not less than thirty (30) days prior to such lapse or termination.

G 5.3.7 COMPLETE OPERATIONS COVERAGE
shall be provided on all Contracts.

G 6.2 CONTRACTOR'S REPRESENTATIVE ALWAYS PRESENT.
Supplement to General Conditions Article F 6.2

The Contractor shall give his personal supervision to the faithful prosecution of the work, and in case of his absence, shall have a competent, experienced and reliable foreman or superintendent, acceptable to the Owner, on the site, who shall follow without delay all instructions of the Owner or the Engineer or their assistants in the prosecution and completion of the work and every part thereof, with full authority to supply men, material, and equipment immediately. Incompetent, inexperienced, unreliable, unruly, uncooperative and/or otherwise unacceptable superintendents or foremen shall be promptly removed and acceptably replaced as ordered by the Engineer.

G 6.3 OVERTIME WORK

Supplement to General Conditions Article F 6.3

Unless otherwise especially permitted, or specifically required by the Contract Documents, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or any legal holiday, except as necessary for the proper care and protection of work already performed. If it shall become absolutely necessary to perform overtime work, the Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. Except for emergencies, no work requiring inspections shall be completed before 8 A.M. or after 4:30 P.M. without prior approval of the Engineer.

G 6.3.1 RECORDS-EMPLOYMENT PREFERENCE-INSURANCE

Supplement to General Conditions Article F 6.3

The Contractor shall provide statutory benefits, workmen's compensation, unemployment insurance and social security.

The Contractor and subcontractor, if any there be, shall keep the following informative records of this public work project:

a. Record of hours worked by each workman, laborer and mechanic on each day.

b. Record of days worked each week by each workman, laborer and mechanic.

c. Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.

d. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The Contractor and subcontractors shall keep a record of the actual hours each day that the major items of equipment are used on the work. This will include compressors, shovels, bulldozers, rollers, derricks, cranes, pile drivers, concrete mixer, tugboats, scows, drill boats, and other craft, pumps etc. This list shall be kept available for inspection by the Engineer, and a certified copy shall be submitted to the Engineer if so required prior to the preparation of any estimate for payment.

Insurance against accident for all persons employed shall be as provided by the Workman's Compensation Law of the State of New Jersey.

Each Contractor and subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New Jersey, native born citizens or naturalized, and, in the case of naturalization, the date thereof, and the name of the court in which granted.

G 6.3.2 (NOT IN CONTRACT)

G 6.7.1 EQUIVALENT QUALITY

Supplement to General Conditions Article F 6.7.1

Wherever, in the Contract Documents, an article, material, apparatus, product or process is specified in detail or called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall inform the Engineer prior to ordering such substitutes along with the amount of the credit he proposes to allow for the substitution. No substitutions will be evaluated prior to, or at the time of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall state in his bid, in the place provided for it, the name of the substitute item and manufacturer and the amount of credit he proposes to allow for the substitution. THIS PROPOSED SUBSTITUTION SHALL NOT CONSTITUTE AN ALTERNATE BID.

The Successful Bidder/Contractor shall furnish such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purposes for which it is intended. The Contractor shall set forth the reasons for desiring to make this substitution.

The Engineer shall be the sole and final authority in the determination of the Equivalent Quality of any and all proposed substitutes.

It is the INTENT OF THESE PROVISIONS that savings made possible by an acceptable substitution shall accrue equally to the benefit of the Owner and Contractor, and the proposed credit must therefore reflect the actual delivered cost difference to the Contractor, as a minimum. This provision shall apply unless specifically altered by the form of the proposal.

Comparison of bids will be on the base bid REQUESTED BY THE OWNER and in accordance with Article B3.4 - Basis of Award found elsewhere in these specifications. The Bidder is specifically alerted to the fact that failure of the Engineer to approve a Contractor requested substitution shall not be the basis for any increase in contract amount and by virtue of the submission of a bid acknowledges that he is specifically familiar with this article of the Contract.

G 6.8.1 SUBCONTRACTING

The General Conditions Article F 6.8.1 is supplemented as follows:

The Contractor shall not subcontract any part of the work included under this Contract without the previous written consent of the Owner. In making application for subcontracting the portion of the work, the Contractor, in accordance with the Proposal, shall state in writing, the portion of the work which each subcontractor is to do or the material he is to furnish, his place of business, and such other information which may be required in order to ascertain whether such subcontractor is responsible, reliable, and able to perform the work or to furnish the materials as called for in the Specifications. Subcontracting, if permitted, shall not relieve the Contractor of any of his obligations under this Contract. Supervision by an expert from a manufacturer does not require approval by the Owner.

The Contractor is required to furnish and the subcontractor shall be required to read the entire specifications and examine every Contract plan before entering into any agreement. Neither the Contractor nor a subcontractor shall file any claims or the Owner accept such claims based upon any misunderstandings of what work he shall do, what materials he must furnish, or how he shall perform the work.

Nothing contained in this Contract shall create any contractual relations between any subcontractor and the Owner.

Within thirty (30) days, and prior to additional payments by the Owner, after any Contractor receives payment for the work performed under this Contract, he shall pay each subcontractor the amount allowed the Contractor for and on account of the work performed by the subcontractor to the extent of the subcontractor's interest therein.

G 6.8.2 APPROVAL OF SUBCONTRACTORS

Supplement to General Conditions Article F 6.8.2

The Contractor shall furnish the Owner and Engineer with a complete list of any and all subcontractors, and suppliers of principal items of equipment, he intends to use in completing the work of the project in accordance with the Proposal, including full name, address, telephone number, list of principals, experience record, scope of subcontract, and subcontract amount for approval. If any subcontractor or supplier shall be rejected because same, or a principal of same, is currently on the State of New Jersey list of debarred contractors and suppliers,

then the Change Order cost adjustment related to the Contractor providing an acceptable replacement, or doing the subject work himself, shall not apply. The contractor shall not be entitled to any increase in contract price for the replacement of any rejected subcontractor. Any changes or replacement of approved subcontractors during the contract time shall also be subject to the approval of the Owner and Engineer.

G 6.14.3 COMPLIANCE WITH ALL LAWS

Addition to General Conditions Article F 6.14

The Contractor shall keep himself informed and shall comply with all Federal, State and local laws or ordinances as may apply.

Special attention is called to paragraphs of this Contract under Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security, Records-Employment-Preference-Insurance-Assignment of Contract, and to the applicable provisions of the Labor Laws, the Public Health Laws, and the Lien Laws, the Workmen's Compensation Laws, the State Unemployment Insurance Laws, the Federal Social Security Laws, and any and all rules and regulation promulgated by the State of New Jersey, any applicable Federal Law, rule or regulation, any local laws, ordinances, resolutions or regulations of the Owner and all amendments and additions thereto.

G 6.14.4 PATENT RIGHTS AND INFRINGEMENT

Within these specifications, the requirement of performance criteria and/or certain products or services may be covered by existing patents. Bidders are responsible for ascertaining that means and methods of the products and services which they are providing are not being provided in violation of any such patent rights.

The Contractor shall hold harmless, the Owner, as to any violation to include dollar amounts that could be owing as a result of damages for infringement including potential treble damages as provided under U.S. Patent Law.

The Contractor shall bear responsibility for any and all costs that the Owner incurs in replacing materials and services which are determined to infringe on patent rights, including any and all administrative, legal and other costs incurred as a result of an infringement.

If any product or service proposed to be provided by the Bidder is known by the Bidder to be subject to any existing claims of infringement, the Bidder shall notify the Owner of such claim and provide evidence of financial ability to perform on the above hold harmless requirements.

G 6.20.4 NOTICE FOR WORK NEAR GAS MAINS AND OTHER UTILITIES

Addition to General Conditions Article F 6.20

The Contractor is required to notify utility companies or municipal owners when construction or blasting or drilling is to be done near pipes conveying combustible gas. The Contractor shall also give ample notice to all private, corporate or municipal owners before work is to be done near any utility or underground facility.

G 6.29.1 RATE OF PROGRESS

Addition to General Conditions Article F 6.29

If in the opinion of the Engineer, the rate of progress appears at any time to be insufficient to enable the work to be completed within the time specified, he may order the Contractor to speed the prosecution of his work by supplying additional men, materials, and equipment, by following different methods of construction, or otherwise. Failure of the Engineer to so order the Contractor shall not relieve the Contractor from his obligation to complete the work within the time specified, nor shall compliance with the order subject the Owner to claim for extra compensation.

G 6.30 RISKS AND INDEMNIFICATIONS ASSUMED BY CONTRACTOR

Supplement to General Conditions Article F 6.30

The Contractor shall be the insurer of the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Owner, of the Engineer, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Owner, subsequent to the acceptance of his proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.

2. The risk of injuries or damages, direct or consequential, to the Owner, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.

3. The risk of claims and demands, just or unjust, by third persons against the Owner, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Owner or any of its employees or agents. The Contractor shall indemnify the Owner, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefor shall release the Contractor from his obligation under this Article, provided, however, that the risks and indemnifications assumed by the Contractor shall not insure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this Contract.

G 9.4.1 <u>DRAWINGS MAY BE SUPPLEMENTED</u>
Addition to General Conditions Article F 9.4

The Contract Drawings may be supplemented from time to time by the Engineer and/or as the work progresses, by the Contractor, subject to approval by the Engineer, and as may be required to illustrate the work.

Supplementary drawings when issued by the Engineer will be furnished to the Contractor or Contractors affected by such drawings.

Supplementary drawings when issued by the Contractor shall, after approval by the Engineer, be furnished in sufficient quantity to those other Contractors, if any there be, who in the opinion of the Engineer are affected by such drawings at no additional cost to the Owner.

G 9.11.1 <u>DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES</u>
Addition to General Conditions Article F 9.11

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with, or is not required by the terms and provisions of this Contract, he must promptly within five (5) calendar days after being directed to perform such work, notify the Engineer in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply.

In order, however, to preserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Engineer's determination and direction notify the Engineer, in writing, that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages thereof.

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Engineer an itemized statement setting forth in detail the hours, rates, amounts, etc., of the labor, material, equipment and other costs of such damages incurred during the preceding month, and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by duly appointed representative of the Owner, all his books of accounts, bills, invoices, payrolls, sub-contracts, timebooks, daily records, canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself, his agents, servants and employees for examination under oath by any duly appointed representative designated by the Owner to investigate claims made against the Owner. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, his agents, servants, and employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this contract, the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the Owner to recover any sum in excess of the sums certified by the Engineer to be due under or by reason of this contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

The making and acceptance of final payment will constitute a waiver of all claims by contractor against Owner other than those previously made in writing and still unsettled. Before the final acceptance of the work by the Owner, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor, until the matter in question has been adjusted.

DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 4OA: 1 1-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.

2. Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.

3. Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

G 11.1.1 ENGINEERING CHARGES

Added to General Conditions Article F 11.1

When the work embraced in the Contract is not completed within the contract time, engineering and inspection expenses incurred by the Owner upon the work from the completion date originally fixed in the Contract after taking into consideration any approved time extensions, to the final date of completion of the work and or overtime expenses for inspection after or before established work hours, may be charged to the Contractor and be deducted from the final moneys due the Contractor. Extra work or supplemental contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration of the Owner before assessing engineering and inspection charges against the Contractor. Such deduction may be in addition to deductions for Liquidated Damages.

G 12.0 TIME EXTENSIONS

Addition to General Conditions Article F 12

The Engineer reserves the right to suspend the work wholly or in part for such a period or periods as he may deem necessary, when in his opinion weather or other circumstances or conditions are unsuitable for the proper prosecution of the work.

In addition, the Contractor may, of his own volition, re-question the right to suspend work for reasons of a long period of inclement weather, for delays beyond his control in obtaining key material and equipment or otherwise. The Engineer may permit such suspension subject to the approval of the Owner or may reject the Contractor's application and direct him to proceed with the work.

If, due to a continuation of unsatisfactory weather or other conditions, it becomes necessary to close the work, the Contractor shall at his own sole cost and expense perform such incidental work as may be required to protect the work already completed and to provide means for the full and safe use of the area involved in his operations.

An extension of time of completion may be considered provided that in the opinion of the Engineer, work of other Contractors in adjacent areas or work of public utility corporations and other public or private parties or other valid causes have ACTUALLY DELAYED or will delay completion and further provided that the Contractor has diligently complied with those sections of the Contract Documents governing the progress of the work and cooperation with other Contractors. No allowance will be recommended for ordinary delays incident to work of this character. No claims for extension of time will be considered unless the Contractor shall have filed either a written claim or a written notice of intent to make such claim within thirty (30) calendar days after the start of the condition or cause upon which said claim is based.

The Owner will be the final judge of the validity of claims for time extensions, and the time granted, if any, will be that period that the Owner considers as an actual delay sufficient to cause the postponement of the completion of this Contract. The time extension granted may not coincide with the number of days requested by the Contractor for that particular item because there may be other items of work under construction at the same time on which claims merit similar consideration. In other words, concurrent delays will not be allowed in full by the Owner.

Time extensions when and if allowed by the Owner will be in lieu of money damages, and if accepted by the Contractor, automatically gives the Owner and Engineer due notice of the intent of waiving all claims for money damages.

G 12.3.1 TIME OF ESSENCE

Addition to General Conditions Article F 12.3

Inasmuch as the provision of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence in the contract. TIME IS OF THE ESSENCE OF THIS CONTRACT.

G 14.0 COMPENSATION - NON-DIRECT PAYMENT ITEMS

Addition to General Conditions Article F 14

No direct payment will be made for work done or materials furnished to comply with the requirements of the General Conditions or the Information for Bidders or any other general section of these specifications (except where expressly stated elsewhere), but all compensation shall be considered to have been included in the prices bid for the various bid items.

G 14.2.1 ESTIMATES AND PAYMENTS

The following is added to General Conditions Article F 14.2

The Contractor may, from time to time as the work progresses but not more often than once a month, on such days as the Owner may fix, make an approximate estimate in writing to the Engineer such as in the Engineer's opinion shall be just and fair, of the amount and value of the work done and materials incorporated into the work since the commencement of the Contract by the Contractor in his performance of the same. At the option of the Engineer allowances may be included in such estimates for material delivered and properly stored on the site preparatory to use in the work. Allowances for such material shall not exceed ninety (90) percent of the cost of the material but such percentage up to this limit shall be at the sole discretion of the Engineer. The Engineer shall and will review the Contractor's estimate, and when verified to be just and fair shall approve same for payment by the Owner.

The amount of any estimate, based upon the unit prices contained in the proposal and including any allowance for approved extra work less a fixed percentage retained and less the total sum previously paid on former estimates shall constitute the payment due and to be made to the Contractor within a reasonable time after the date of such estimate (except in case of Final Estimate). On all estimates except the final, the fixed percentage retained shall

be in accordance with N.J.S.A. 40A:11, such retained amounts being held until the final estimates except as hereafter provided.

Per N.J.S.A. 40A:11, the New Jersey Local Public Contracts Law, and particularly N.J.S.A. 40A:11-16.1 and 40A:11-16.3, maximum of two percent (2%) withheld from the amount due on partial (progress) payments pending completion of the contract or agreement.

Any estimate shall be subject to correction in any succeeding estimate.

The final estimate will be prepared after the work has been tested and approved by the Engineer as required elsewhere herein and after acceptance has been given by the Owner.

The final payment due under the contract will be held for a period of seventy-five (75) days after the project's acceptance for purposes of the Municipal Mechanics Lien Law.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and this determination as to the quantities involved in the contract shall be accepted as final, conclusive, and binding upon the Contractor. However, the Contractor may check such measurements if he so desires.

An increase or decrease in quantity for any unit price item of the proposal shall not be regarded as a sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work.

For computation of the quantities to be paid for under the various items of this contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

Retainage through the course of the project progress payments is limited to two percent (2%) and same will be released to the Contractor upon completion of all the requirements and terms of the contract agreement.

If required in the Proposal, the Contractor shall provide a Maintenance Guarantee Bond in the length of term and amount stated commencing the date of final project acceptance by the Owner and issued by a surety acceptable to the Owner; having the same qualifications as the sureties required on the Bid Bond, Performance and Labor and Materials Payment Bond; and conforming with the requirements of General Conditions F 5.1, F 5.2.

Release of the Maintenance Guarantee Bond less whatever expenditures that may have been necessary by the Owner for and incidental to repairs or replacements shall be made at the expiration of the term of said bond.

G 14.4 PROGRESS PAYMENTS

The third section of Paragraph 14.4 General Conditions shall be modified as follows:

"The Owner shall, within seventy-five (75) days of presentations to him of an approved application of payment, with the exception of the application for final payment, pay the contractor the amount approved by the Engineer.

The Contractor shall submit up-to-date Monthly Project Workforce Reports in accordance with Section B 2.12, Article 2.(D) and Section G 18.1 requirements and certified payroll records in accordance with Section G 18.3 requirements. Such reports and records shall be current as of the date of the request for payment or the Owner will withhold such progress or final payments until such time as the Contractor complies."

G 14.15.1 ACCEPTANCE OF WORK BY OWNER NOT A WAIVER OF CONTRACT

General Conditions Article F 14.15 is supplemented as follows:

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate of the Engineer, or any officer, agent or employee of the Owner, nor any extension of time, nor any possession taken by the Owner, nor any permission or direction to continue with the performance or work, nor any performance by the Owner of any of the Contractor's duties or obligations, nor any other thing done or omitted to be done by the Owner, its officers, agents or employees, shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, EXCEPTING ONLY A RESOLUTION BY THE OWNER PROVIDING EXPRESSLY FOR SUCH WAIVER. No cancellation, revision, or annulment hereof in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Owner may be entitled because of such breach.

Moreover no waiver by the Owner of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

G 17.2.3 TIME OF COMPLETION

Addition to General Conditions Article F 17.2

All work (except such items as specifically ordered or permitted by the Engineer in writing to be done at a later date) called for under the provisions of this Contract shall be completed within the number of consecutive calendar days or working days stated in the proposal, after the time of starting set forth in Articles F 2.3 and G 2.3.

G 18.1 MANDATORY AFFIRMATIVE ACTION LANGUAGE – CONSTRUCTION CONTRACTS

(REVISED 9/07) **EXHIBIT B**

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. l7:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. l7:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(l) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter l0 of the Administrative Code (NJAC 17:27).**

G 18.2 MINIMUM WAGE RATES

The Contractor and all subcontractors shall pay to all laborers, mechanics, operators, and etc. employed for the construction covered by this Contract not less than the minimum prevailing rates of pay and benefits as determined by the New Jersey Department of Labor and Industry. A copy of these rates is included in the back of this section. The Contractor is responsible to comply with the regulations of the Department of Labor and Industry and shall provide that Department with the information required. Upon award of the Contract, the Contractor shall request from the Engineer a copy of the prevailing wage rates which is to be posted in a prominent and easily accessible place at the site of the work or at such places as are used to pay workmen their wages.

In addition, and ONLY IF THE PROJECT IS PARTIALLY OR TOTALLY FUNDED WITH FEDERAL FUNDS, the Contractor and all subcontractors, agree to pay all laborers, and etc. employed for the work of this Contract not less than the minimum prevailing rates of pay and benefits as determined by the Federal Government applicable to the general location of the project.

Prevailing minimum wage rates applicable to this project are incorporated in these documents in the back of this section and form a part of the Contract Agreement.

G 18.3 CERTIFIED PAYROLL RECORDS

The Contractor and all subcontractors shall comply with all provisions of N.J.A.C. 12:60-1 et seq. and specifically the public work employers (Contractors and subcontractors) shall submit to the Owner certified payroll records each payroll period within 10 days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested to by the employer, or the Owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer."

The Owner shall then receive, file and store, in a depository of their choice, said certified payroll records and shall make said records available for inspection during normal business hours.

A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor, Division of Workplace Standards at (609) 292-2283.

G 19.0 AMERICANS WITH DISABILITIES ACT OF 1990 - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

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

The contractor and the Borough of Keyport, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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 <u>not</u> 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 - MONMOUTH

Craft: Air Conditioning & Refrigeration - Service and Repair **PREVAILING WAGE RATE**

	03/07/25
Journeyman (Mechanic)	W46.23 B31.42 T77.65

Craft: Air Conditioning & Refrigeration - Service and Repair **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair **COMMENTS/NOTES**

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

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Boilermaker **PREVAILING WAGE RATE**

	01/12/24
Foreman	W54.11 B47.08 T101.19
General Foreman	W56.11 B48.14 T104.25
Journeyman	W49.11 B45.31 T94.42

Craft: Boilermaker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker **COMMENTS/NOTES**

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

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

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

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

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 - MONMOUTH

Craft: Boilermaker - Minor Repairs **PREVAILING WAGE RATE**

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

Craft: Boilermaker - Minor Repairs **COMMENTS/NOTES**

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

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Bricklayer, Stone Mason **PREVAILING WAGE RATE**

	05/09/24
Deputy Foreman	W51.60 B37.68 T89.28
Foreman	W56.35 B37.68 T94.03
Journeyman	W48.60 B37.68 T86.28

Craft: Bricklayer, Stone Mason **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	5.61	6.88	7.50	8.13	28.95	30.86	32.78	34.67		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason **COMMENTS/NOTES**

The regular workday shall consist of 8 hours, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

OVERTIME:
- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Carpenter **PREVAILING WAGE RATE**

	05/01/25
Foreman	W66.03 B39.70 T105.73
Journeyman	W57.42 B34.60 T92.02

Craft: Carpenter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage Rate	for all	intervals	+ $0.58			

Ratio of Apprentices to Journeymen - 1:3

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

Craft: Carpenter **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES
Yearly 40% 55% 65% 80%
Benefits 59.25% of apprentice wage rate for all intervals + $0.58

FOREMAN REQUIREMENTS:
- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.
- All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Carpenter - Resilient Flooring **PREVAILING WAGE RATE**

	05/01/25
Foreman	W66.03 B39.62 T105.65
Journeyman	W57.42 B34.52 T91.94

Craft: Carpenter - Resilient Flooring **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25%	of	Appren	tice	Wage Rate	for all	intervals	+ $0.50		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES
Yearly 40% 55% 65% 80%
Benefits 59.25% of apprentice wage rate for all intervals + $0.50.

FOREMAN REQUIREMENTS:
- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

FOR SYNTHETIC TURF INSTALLATION ONLY:
- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:
- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

County - MONMOUTH

Craft: Cement Mason **PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason **COMMENTS/NOTES**

See " Bricklayer, Stone Mason" Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Commercial Painter **PREVAILING WAGE RATE**

	05/01/25
Foreman	W50.11 B31.61 T81.72
General Foreman	W54.66 B31.61 T86.27
Journeyman	W45.55 B31.61 T77.16

Craft: Commercial Painter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	9.84	9.84	12.55	12.55	13.65	13.65	16.55	16.55		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter **COMMENTS/NOTES**

* Commercial Painters perform work on all commercial structures such as offices, schools, hotels, shopping malls, restaurants, condominiums, etc.

Spraying, sandblasting, lead abatement work on commercial buildings, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day,

Veterans' Day, Thanksgiving Day, Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Diver **PREVAILING WAGE RATE**

	05/01/25
Diver	W65.97 B53.74 T119.71
Tender	W54.23 B53.74 T107.97

Craft: Diver **COMMENTS/NOTES**

NOTE: All dive crews must consist of a Tender, a Diver, and a standby Diver (standby Diver is the same rate as a Diver).

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:
0-59 feet: No additional wage
60-74 feet: + $0.25 per foot
75-125 feet: + $0.78 per foot

MIXED GAS DIVES:
0-74 feet: No additional wage
75-125 feet: + $1.00 per foot
126-200 feet: + $2.00 per foot

PENETRATION DIVES:
126-200 feet: + $1.50 per foot
201-275 feet: + $1.75 per foot
276-350 feet: + $2.00 per foot
351-425 feet: + $2.50 per foot

SHIFT DIFFERENTIAL:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Dockbuilder/Pile Driver **PREVAILING WAGE RATE**

	05/01/25
Foreman	W62.36 B53.74 T116.10
Foreman (Concrete Form Work)	W61.26 B40.39 T101.65
Journeyman	W54.23 B53.74 T107.97
Journeyman (Concrete Form Work)	W53.27 B40.39 T93.66

Craft: Dockbuilder/Pile Driver **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	21.69	27.12	35.25	43.38						
Benefits	35.34	for all	intervals							

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders/Pile Drivers on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders/Pile Drivers, there may be 1 apprentice for every 5 Dockbuilders/Pile Drivers.

Craft: Dockbuilder/Pile Driver **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL PERIOD AND RATES
Yearly 21.31 26.64 34.63 42.62
Benefits 27.41 for all intervals

NOTE: The following shall be required for type of work indicated-
- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an appprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one foreman and one journeyman on drilled or bored soldier piles.
- There shall be one foreman and not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be one foreman and not less than one journeyman per rig on all earth retention tie-back and anchors.
- There shall be one foreman and three joruneymen for driving of piles 60 feet or less. As part of the crew, one may be an apprentice.

CREOSOTE HANDLING:
When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional $0.25 per hour.

HAZARDOUS WASTE WORK:
- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional $1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional $1.00 per hour.

FOREMAN REQUIREMENTS:
The first Dockbuilder/Pile Driver on the job shall be designated a Foreman.

SHIFT DIFFERENTIAL:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Drywall Finisher **PREVAILING WAGE RATE**

	05/29/24
Foreman	W47.75 B31.11 T78.86
General Foreman	W49.92 B31.11 T81.03
Journeyman	W43.41 B31.11 T74.52

Craft: Drywall Finisher **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	11.90	Intervals	3 to 4 =	15.03	Intervals	5 to 6 =	18.84	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher **COMMENTS/NOTES**

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Electrician **PREVAILING WAGE RATE**

	06/03/24	06/02/25	06/01/26
Assistant General Foreman	W68.31 B53.97 T122.28	W72.04 B54.39 T126.43	W74.47 B56.23 T130.70
Foreman (2 to 4 Journeymen)	W63.27 B49.99 T113.26	W66.73 B50.37 T117.10	W68.98 B52.08 T121.06
Foreman (5 to 10 Journeymen)	W64.39 B50.87 T115.26	W67.91 B51.26 T119.17	W70.20 B53.00 T123.20
General Foreman (101+ Journeymen)	W78.39 B61.93 T140.32	W82.67 B62.41 T145.08	W85.46 B64.52 T149.98
General Foreman (24 to 100 Journeymen)	W72.79 B57.51 T130.30	W76.76 B57.96 T134.72	W79.35 B59.92 T139.27
Journeyman, Cable Splicer	W55.99 B44.24 T100.23	W59.05 B44.58 T103.63	W61.04 B46.09 T107.13
Lead Foreman (11 to 23 Journeymen)	W67.19 B53.09 T120.28	W70.86 B53.50 T124.36	W73.25 B55.31 T128.56
Plan Reader	W60.47 B47.78 T108.25	W63.77 B48.15 T111.92	W65.92 B49.78 T115.70

Craft: Electrician **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	30%	40%	50%	60%	80%					
Benefits	12.59	16.79	20.99	25.18	33.57					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 6-3-24:

INTERVAL	PERIOD AND RATES				
Yearly	30%	40%	50%	60%	80%
Benefits	13.27	17.69	22.12	26.54	35.39

APPRENTICE RATE SCHEDULE AS OF 6-2-25:

INTERVAL	PERIOD AND RATES				
Yearly	30%	40%	50%	60%	80%
Benefits	13.37	17.83	22.29	26.75	35.66

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

INTERVAL	PERIOD AND RATES				
Yearly	30%	40%	50%	60%	80%
Benefits	13.83	18.43	23.05	27.65	36.87

THESE RATES ALSO APPLY TO THE FOLLOWING:
- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 instruments or more.

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):
- 2 to 4 Journeymen- 1 must be a Foreman (2 to 4 JW).
- 5 to 11 Journeymen- 1 must be a Foreman (5 to 10 JW).
- 12 to 22 workers- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JW).
- 23 workers- 1 must be a Lead Foremen and 2 must be a Foreman (5 to 10 JW).
- 24 to 34 workers- 1 must be a General Foreman (24 to 100) and 3 must be a Foreman (5 to 10 JW).
- 35 to 36 workers- 1 must be a General Foreman (24 to 100) and 4 must be a Foreman (5 to 10 JW).
-37 to 46 Journeymen- 1 must be a General Foreman (24 to 100), 1 must be an Assistant General Foremen and 4 must be a Foreman (5 to 10 JW)
- For each additional 10 Journeymen- 1 additional Foreman (5 to 10) shall be added.
- For each additional 40 Journeymen- 1 additional Assistant General Foreman shall be added.
- 101+ Journeymen- 1 must be a General Foreman (101+).

- The regular workday shall be 8 hours, between the hours of 7:00 am and 4:30 pm.

HEIGHT WORK:
- Work performed 50 feet above ground or floor - additional $2.00 per hour.
- Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceding Friday. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Electrician - Teledata (15 Instruments and Less) **PREVAILING WAGE RATE**

	12/02/24
Journeyman Technician (1-2 workers on job)	W50.93 B25.73 T76.66
Master Tech./Gen. Foreman (26+ workers on job)	W66.21 B33.45 T99.66
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W60.61 B30.62 T91.23
Technician A/Foreman (9-15 workers on job)	W58.06 B29.33 T87.39
Technician B/Foreman (4-8 workers on job)	W55.51 B28.05 T83.56
Technician C/Foreman (3 workers on job)	W52.97 B26.76 T79.73

Craft: Electrician - Teledata (15 Instruments and Less) **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
* 6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefit	9.00	9.00	10.29	11.06	12.35	13.90	15.69	17.24	19.04	20.84

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less) **COMMENTS/NOTES**

* The apprentice wage rate is paid at the percentage of the Journeyman Technician wage rate .

NOTES:
1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work .
2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HEIGHT WORK (work performed 50 feet above ground/floor): +$2.00 per hr.

The regular workday consists of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, per hour, inclusive of benefits
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate, per hour, inclusive of benefits

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Satrurday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked Monday thru Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working the four 10-hour day schedule.

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. Saturday holidays will be observed the preceding Friday.

County - MONMOUTH

Craft: Electrician - Teledata (16 Instruments & More) **PREVAILING WAGE RATE**

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More) **COMMENTS/NOTES**

See ELECTRICIAN Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Electrician- Outside Commercial **PREVAILING WAGE RATE**

	06/03/24	06/02/25	06/01/26
Assistant General Foreman	W68.60 B53.68 T122.28	W72.35 B54.08 T126.43	W74.79 B55.91 T130.70
Cable Splicer & Equipment Operator	W56.23 B44.00 T100.23	W59.30 B44.33 T103.63	W61.30 B45.83 T107.13
Foreman (2 to 4 Journeymen)	W63.54 B49.72 T113.26	W67.01 B50.09 T117.10	W69.27 B51.79 T121.06
Foreman (5 to 10 Journeymen)	W65.96 B49.30 T115.26	W68.20 B50.97 T119.17	W70.50 B52.70 T123.20
Foreman- (5-10 Journeymen)	W64.66 B50.60 T115.26	W0.00 B0.00 T0.00	W0.00 B0.00 T0.00
General Foreman (101+ Journeymen)	W78.72 B61.60 T140.32	W83.02 B62.06 T145.08	W85.82 B64.16 T149.98
General Foreman (24 to 100 Journeymen)	W73.10 B57.20 T130.30	W77.09 B57.63 T134.72	W79.69 B59.58 T139.27
Groundman	W39.36 B30.80 T70.16	W41.51 B31.03 T72.54	W42.91 B32.08 T74.99
Journeyman Lineman	W56.23 B44.00 T100.23	W59.30 B44.33 T103.63	W61.30 B45.83 T107.13
Lead Foreman (11 to 23 Journeymen)	W67.48 B52.80 T120.28	W71.16 B53.20 T124.36	W73.56 B55.00 T128.56
Plan Reader	W60.73 B47.52 T108.25	W64.04 B47.88 T111.92	W66.20 B49.50 T115.70

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Electrician- Outside Commercial **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	65%	70%	75%	80%	85%	90%			
Benefits	25.04	27.13	29.21	31.30	33.28	35.48	37.56			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician- Outside Commercial **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 6-3-24:

INTERVAL	PERIOD AND RATES						
Yearly	60%	65%	70%	75%	80%	85%	90%
Benefits	26.40	28.60	30.80	33.00	35.20	37.40	39.60

APPRENTICE RATE SCHEDULE AS OF 6-2-25:

INTERVAL	PERIOD AND RATES						
Yearly	60%	65%	70%	75%	80%	85%	90%
Benefits	26.60	28.81	31.03	33.24	35.46	37.68	39.90

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

INTERVAL	PERIOD AND RATES						
Yearly	60%	65%	70%	75%	80%	85%	90%
Benefits	27.50	29.78	32.08	34.37	36.66	38.95	41.24

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):
- 2 to 4 Journeymen Lineman- 1 must be a Foreman (2 to 4 JL).
- 5 to 11 Journeymen Lineman- 1 must be a Foreman (5 to 10 JL).
- 12 to 22 Journeymen Lineman- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JL).
- 23 Journeyman Lineman- 1 must be a Lead Foremen and 2 must be a Foreman (5 to 10 JL).
- 24 to 34 Journeyman Lineman- 1 must be a General Foreman (24 to 100) and 3 must be a Foreman (5 to 10 JL).
- 35 to 36 workers- 1 must be a General Foreman (24 to 100) and 4 must be a Foreman (5 to 10 JL).
- 37 to 46 Journeymen Lineman- 1 must be a General Foreman (24 to 100), 1 must be and Assistant General Foreman and 4 must be a Foreman (5 to 10 JL).
- For each additional 10 Journeymen- 1 addtional Foreman (5 to 10) shall be added.
- For each additional 40 Journeymen- 1 additional Assistant General Foreman shall be added.
- 101+ Journeymen- 1 must be a General Foreman (101+).

HAZMAT WORK:
- Work is to be performed by a Journeyman Lineman who is qualified to perform HAZMAT work - additional 10% per hour.

SHIFT DIFFERENTIALS:
2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.
3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceding Friday. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Electrician-Solar **PREVAILING WAGE RATE**

	06/03/24	06/02/25	06/01/26
Assistant General Foreman (66+ Journeymen)	W68.31 B53.97 T122.28	W72.04 B54.39 T126.43	W74.47 B56.23 T130.70
Foreman (1 to 16 Journeymen)	W64.39 B50.87 T115.26	W67.91 B51.26 T119.17	W70.20 B53.00 T123.20
General Foreman (101+ Journeymen)	W78.39 B61.93 T140.32	W82.67 B62.41 T145.08	W85.46 B64.52 T149.98
General Foreman (33 to 100 Journeymen)	W72.79 B57.51 T130.30	W76.76 B57.96 T134.72	W79.35 B59.92 T139.27
Journeyman, Cable Splicer	W55.99 B44.24 T100.23	W59.05 B44.58 T103.63	W61.04 B46.09 T107.13
Solar Lead Foreman (17 to 32 Journeymen)	W67.19 B53.09 T120.28	W70.86 B53.50 T124.36	W73.25 B55.31 T128.56

Craft: Electrician-Solar **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	30%	40%	50%	60%	80%					
Benefits	12.59	16.79	20.99	25.18	33.57					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician-Solar **COMMENTS/NOTES**

* These rates apply to all aspects of a SOLAR project.

APPRENTICE RATE SCHEDULE AS OF 6-3-24:

INTERVAL	PERIOD AND RATES				
Yearly	30%	40%	50%	60%	80%
Benefits	13.27	17.69	22.12	26.54	35.39

APPRENTICE RATE SCHEDULE AS OF 6-2-25:

INTERVAL	PERIOD AND RATES				
Yearly	30%	40%	50%	60%	80%
Benefits	13.37	17.83	22.29	26.75	35.66

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

INTERVAL	PERIOD AND RATES				
Yearly	30%	40%	50%	60%	80%
Benefits	13.83	18.43	23.05	27.65	36.87

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):
- 1 to 6 Journeymen - 1 must be a Foreman (1 to 16 JW).
- 17 to 32 Journeymen- 1 must be a Solar Lead Foreman and 1 must be a Foreman (1 to 16 JW).
- 33 Journeymen- 1 must be a General Foreman (33 to 100) and 2 must be a Foreman (1 to 16 JW).
- 34 to 49 Journeymen- 1 must be a General Foreman (33 to 100) and 3 must be a Foreman (1 to 16 JW).
- 50 to 66 Journeymen- 1 must be a General Foreman (33 to 100), 1 must be an Assistant General Foreman and 4 must be a Foreman (1 to 16 JW).
- 67 to 82 Journeymen- 1 must be a General Foreman (33 to 100), 1 must be an Assistant General Foreman and 5 must be a Foreman (1 to 16 JW).
- For each additional 16 Journeymen- 1 additional Foreman (1 to 16) shall be added.
- For each additional 40 Journeyman- 1 additional Assistant General Foreman shall be added.
- 101+ Journeymen- 1 must be a General Foreman (101+).

- The regular workday shall be 8 hours, between the hours of 7:00 am and 4:30 pm.

HEIGHT WORK:
- Work performed 50 feet above ground or floor - additional $2.00 per hour.
- Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceding Friday. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Electrician-Utility Work (North) **PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North) **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North) **COMMENTS/NOTES**

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

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

County - MONMOUTH

Craft: Electrician-Utility Work (South) **PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South) **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	33.69	36.50	39.31	42.11	44.92	47.73	50.54			
Benefits	29.97	31.72	33.46	35.21	36.96	38.71	40.45			

Craft: Electrician-Utility Work (South) **COMMENTS/NOTES**

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Elevator Constructor **PREVAILING WAGE RATE**

	01/01/25
Helper-Over 5 Years	W50.30 B44.05 T94.35
Helper-Under 5 Years	W50.30 B43.05 T93.35
Mechanic (Journeyman) over 5 years	W71.85 B45.78 T117.63
Mechanic (Journeyman) under 5 years	W71.85 B44.37 T116.22
Mechanic in Charge (Foreman) over 5 years	W80.83 B46.50 T127.33
Mechanic in Charge (Foreman) under 5 years	W80.83 B44.88 T125.71
Probationary Helper (1st 6 months)	W35.93 B42.19 T78.12

Craft: Elevator Constructor **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyman	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

* Total number of helpers and apprentices shall not exceed the number of mechanics on the job except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed under the direction of a mechanic in wrecking old plants, handling and hoisting material, and on foundation work. When replacing cables on exisiting elevators, employer may use 2 helpers or apprentices to 1 mechanic.

Craft: Elevator Constructor **COMMENTS/NOTES**

SHIFT DIFFERENTIALS:
- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Glazier **PREVAILING WAGE RATE**

	05/01/25
* Leadman	W54.68 B33.23 T87.91
Foreman	W56.68 B33.47 T90.15
General Foreman	W58.68 B33.71 T92.39
Journeyman	W52.68 B32.99 T85.67

Craft: Glazier **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	13.67	13.67	15.45	15.45	18.92	18.92	20.65	20.65		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier **COMMENTS/NOTES**

Hazard/Height Pay: +$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:
- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

The regular workday shall consist of 8 hours, between 7:00 AM and 5:30 PM, Monday to Friday.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular

rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Heat & Frost Insulator **PREVAILING WAGE RATE**

	09/25/24
Foreman	W61.97 B39.22 T101.19
General Foreman	W64.31 B40.33 T104.64
Journeyman	W59.44 B38.66 T98.10

Craft: Heat & Frost Insulator **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	27.89	33.09	39.84	46.51						
Benefits	22.35	26.53	29.50	32.61						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator **COMMENTS/NOTES**

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:
The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Heat & Frost Insulator - Asbestos Worker **PREVAILING WAGE RATE**

	09/25/24
Asbestos Helper Abatement	W36.89 B24.92 T61.81

Craft: Heat & Frost Insulator - Asbestos Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULATOR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker **COMMENTS/NOTES**

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Industrial Painter- Bridges **PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W64.80 B37.40 T102.20	W0.00 B0.00 T104.20
General Foreman	W67.30 B37.40 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.80 B37.40 T97.20	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.62	21.61	28.11							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges **COMMENTS/NOTES**

* Industrial Painters perform work on all industrial structures, such as bridges.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Industrial Painter- Structural Steel **PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W53.54 B35.05 T88.59	W0.00 B0.00 T90.59
General Foreman	W56.04 B35.05 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.54 B35.05 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel **COMMENTS/NOTES**

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilitites, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Industrial Painter- Water Tanks **PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W54.59 B34.70 T89.29	W0.00 B0.00 T91.29
General Foreman	W57.09 B34.70 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.59 B34.70 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.62	21.61	28.11							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks **COMMENTS/NOTES**

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilitites, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Ironworker **PREVAILING WAGE RATE**

	04/15/25
Rod /Fence Foreman	W53.29 B50.87 T104.16
Rod/Fence Journeyman	W48.44 B50.87 T99.31
Structural Foreman	W55.82 B50.87 T106.69
Structural Journeyman	W50.74 B50.87 T101.61

Craft: Ironworker **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	50%	60%		Yearly	70%	80%	90%			
Benefits	same as	journeyman	amount							

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker **COMMENTS/NOTES**

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + $3.00 per hour

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:
When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod /Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

- 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 - MONMOUTH

Craft: Laborer - Asbestos & Hazardous Waste Removal **PREVAILING WAGE RATE**

	08/21/24
Foreman	W45.88 B26.21 T72.09
Journeyman (Handler)	W40.78 B26.21 T66.99

Craft: Laborer - Asbestos & Hazardous Waste Removal **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	22.47	28.55	32.62	36.70						
Benefit	22.31	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additonal three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal **COMMENTS/NOTES**

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

OVERTIME:
- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Laborer - Building **PREVAILING WAGE RATE**

	05/01/25
Class A Journeyman	W40.45 B33.87 T74.32
Class B Journeyman	W39.45 B33.87 T73.32
Class C Journeyman	W33.53 B33.87 T67.40
Foreman	W45.51 B33.87 T79.38
General Foreman	W50.56 B33.87 T84.43

Craft: Laborer - Building **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
Benefit	30.62	30.62	30.62	30.62						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building **COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.
CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.
CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Laborer - Heavy & General **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

As of 3-1-25, benefits shall be 26.13.
As of 3-1-26, benefits shall be 27.13.

Craft: Laborer - Heavy & General **COMMENTS/NOTES**

Heavy & General Laborer rates are located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Laborer-Residential and Modular Construction **PREVAILING WAGE RATE**

	04/01/25	04/01/26	04/01/27
* Skilled Tradesman (only applies to Modular Construction)	W36.00 B5.45 T41.45	W36.50 B5.45 T41.95	W37.00 B5.45 T42.45
Foreman (person directing crew, regardless of his skill classification)	W38.00 B5.45 T43.45	W38.50 B5.45 T43.95	W39.00 B5.45 T44.45
Residential and Modular Construction Laborer	W32.00 B5.45 T37.45	W32.50 B5.45 T37.95	W33.00 B5.45 T38.45

Craft: Laborer-Residential and Modular Construction **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction **COMMENTS/NOTES**

* SKILLED TRADESMAN-
any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation

to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:
Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOILDAYS:
New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Millwright **PREVAILING WAGE RATE**

	05/01/25
Foreman	W67.67 B40.72 T108.39
Journeyman	W58.84 B35.49 T94.33

Craft: Millwright **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	Rate	for all	intervals	+ $0.63		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 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.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:
- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Operating Engineer **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

Ratio of Apprentices to Journeymen - *

* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

Craft: Operating Engineer **COMMENTS/NOTES**

Operating Engineer rates are located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Operating Engineer - Field Engineer **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer **COMMENTS/NOTES**

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Painter - Line Striping **PREVAILING WAGE RATE**

	12/03/24
Apprentice (1st year)	W31.33 B16.18 T47.51
Apprentice (2nd year)	W35.74 B27.13 T62.87
Foreman (Charge Person)	W45.12 B27.91 T73.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W40.35 B27.91 T68.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W44.12 B27.91 T72.03

Craft: Painter - Line Striping **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping **COMMENTS/NOTES**

OVERTIME:
Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Paperhanger **PREVAILING WAGE RATE**

	05/01/25
Foreman	W55.12 B31.61 T86.73
Journeyman	W50.11 B31.61 T81.72

Craft: Paperhanger **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMMER	CIAL	PAINTER						

Craft: Paperhanger **COMMENTS/NOTES**

FOREMEN REQUIREMENTS:
- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans Day, Thanksgiving Day, Christmas Day

County - MONMOUTH

Craft: Pipefitter **PREVAILING WAGE RATE**

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Craft: Pipefitter **COMMENTS/NOTES**

See PLUMBERS Rates

County - MONMOUTH

Craft: Plasterer **PREVAILING WAGE RATE**

See "Cement Mason" Rates

Craft: Plasterer **COMMENTS/NOTES**

See CEMENT MASON Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Plumber **PREVAILING WAGE RATE**

	07/10/24
Assistant General Foreman	W61.61 B46.07 T107.68
Foreman	W61.04 B46.07 T107.11
General Foreman	W64.43 B46.07 T110.50
Journeyman	W56.52 B46.07 T102.59

Craft: Plumber **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
Yearly	35%	45%	55%	65%	75%					
Benefits	28.75	31.41	34.08	36.74	39.41					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber **COMMENTS/NOTES**

The regular workday shall consist of 8 hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS (number of Plumbers on site):
- (1to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5 gangs) and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional 10 cents per hour.

SHIFT DIFFERENTIALS:
-The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.
- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

OVERTIME:
- Hours in excess of 8 per day, or before of after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on

Saturdays, and all hours on Sundays and holidays, shall be paid at double time, inclusive of benefits.
- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, inclusive of benefits.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Roofer **PREVAILING WAGE RATE**

	06/01/24
Foreman	W47.52 B32.34 T79.86
Journeyman	W44.52 B32.34 T76.86

Craft: Roofer **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	17.80	22.26	26.71	28.94	31.16	33.39	35.62	40.07		
Benefits	2.19	2.19	28.34	28.34	28.34	28.34	28.34	28.34		

Ratio of Apprentices to Journeymen - *

* [A] For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
[B] For roofing jobs on new built up roofs 1:3 or fraction thereof
[C] For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
[D] For re-roofing jobs (not requring complete removal of existing systems, installation done over existing roof): 1:3 or fraction thereof.

Craft: Roofer **COMMENTS/NOTES**

Pitch: +.50 per hour

Mop Man: +.30 per hour

The regular workday consists of 8 hours between 8:00 AM and 4:30 PM.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Sheet Metal Sign Installation **PREVAILING WAGE RATE**

	04/03/25
Foreman	W46.50 B46.30 T92.80
Journeyman	W43.50 B46.30 T89.80

Craft: Sheet Metal Sign Installation **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	15.35	17.52	19.67	21.83	24.51	26.71	28.93	31.12	33.34	35.53

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 though Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Sheet Metal Worker **PREVAILING WAGE RATE**

	06/01/24
Foreman	W62.92 B47.79 T110.71
Journeyman	W59.08 B47.79 T106.87

Craft: Sheet Metal Worker **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	14.79	16.52	18.26	19.97	21.70	30.58	32.87	35.13	37.41	39.96

Ratio of Apprentices to Journeymen- 1:3, except for the following types of work where the ratio shall be 1:1 (architectural metal work, testing and balancing, lockers, shelving and toilet partitions).*
* For work performed in a fabrication shop, the ratio will be applied on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company).

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Craft: Sheet Metal Worker **COMMENTS/NOTES**

JOB SITE FOREMAN REQUIREMENTS:
- When there are 2 to 9 Sheet Metal Workers on a jobsite, 1 must be designated a Foreman.
- When there are 10 to 16 Sheet Metal Workers on a job site, 2 must be designated Foremen.
- When there are 17 to 23 Sheet Metal Workers on a job site, 3 must be designated Foremen.
- For every 7 addtional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

SHOP FOREMAN REQUIREMNTS (For custom fabrication):
- When there are 1 to 10 Sheet Metal Workers in the shop, 1 must be designated a Foreman.
- For every 10 additional Sheet Metal Workers in the shop, 1 must be designated a Foreman.

The regular workday consists of 8 hours, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- There must be a day shift worked in order to have a 2nd and/or 3rd Shift.
- Shop work does not satisfy shift requirements.
- 2nd Shift (4:30 PM-12:30 AM) shall be paid an additional 15% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7.5 hours of work.
- 3rd Shift (12:30 AM-8:00 AM) shall be paid an additional 25% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7 hours of work.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all

hours on Saturday, shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Benefits on overtime hours are as follows:
Time and one-half = $55.09.
Double-time = $62.39.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceding Friday, Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Sprinkler Fitter **PREVAILING WAGE RATE**

	01/01/25
Foreman	W72.47 B40.30 T112.77
General Foreman	W76.12 B40.30 T116.42
Journeyman	W67.97 B40.30 T108.27

Craft: Sprinkler Fitter **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
1000 hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter **COMMENTS/NOTES**

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval Period and Rates
1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%
Ben. 14.90 14.90 31.30 31.30 31.30 31.30 Intervals 7-10 Journy. Ben.

Apprentice rate schedule for those apprentices registered as of 7-1-22:

Interval Period and Rates
1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95%
Ben. 14.90 14.90 31.30 31.30 31.30 31.30 Intervals 7-10 Journy. Ben.

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:
- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:
The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be

paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.
Four 10 hour days may be worked, Monday through Friday, at straight-time.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Tile Finisher-Marble **PREVAILING WAGE RATE**

	01/08/25
Finisher	W50.22 B37.84 T88.06

Craft: Tile Finisher-Marble **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble **COMMENTS/NOTES**

OVERTIME:
Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Tile Setter - Ceramic **PREVAILING WAGE RATE**

	12/03/24
Finisher	W49.21 B33.44 T82.65
Setter	W64.16 B36.72 T100.88

Craft: Tile Setter - Ceramic **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic **COMMENTS/NOTES**

OVERTIME:
Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Tile Setter - Marble **PREVAILING WAGE RATE**

	01/08/25
Tile Setter	W64.21 B40.66 T104.87

Craft: Tile Setter - Marble **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble **COMMENTS/NOTES**

OVERTIME:
Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Tile Setter - Mosaic & Terrazzo **PREVAILING WAGE RATE**

	01/01/25
Grinder or Assistant	W59.72 B42.19 T101.91
Mechanic	W61.33 B42.20 T103.53
Terrazzo Resinous Worker	W51.02 B34.49 T85.51

Craft: Tile Setter - Mosaic & Terrazzo **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 Hours	35%	45%	60%	70%	80%	90%				

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo **COMMENTS/NOTES**

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:
- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Truck Driver **PREVAILING WAGE RATE**

	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W47.56 B40.88 T88.44
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W47.56 B40.88 T88.44
Euclid-type vehicles (large off-road equipment)	W47.71 B40.88 T88.59
Helper on Asphalt Distributor truck	W47.56 B40.88 T88.44
Low Boy Driver	W49.21 B40.88 T90.09
Slurry Seal, Seeding/Fertilizing/Mulching truck	W47.56 B40.88 T88.44
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W47.61 B40.88 T88.49
Tractor-Trailer truck (all types)	W47.71 B40.88 T88.59
Vacuum or Vac-All truck (entire unit)	W47.56 B40.88 T88.44
Winch Trailer Driver	W47.81 B40.88 T88.69

Craft: Truck Driver **COMMENTS/NOTES**

Foreman: + $.75 cents per hour. Overtime rate shall be increased accordingly.

HAZARDOUS WASTE REMOVAL WORK:
- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + $3.00 per hour.
- On a hazardous waste site not designated Level A, B, or C: + $1.00 per hour.

The regular workday consists of 8 hours starting between 6:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional $3.00 per hour.

BLENDED RATE:
- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Benefits on overtime shall be $48.74.

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - MONMOUTH

Craft: Truck Driver-Material Delivery Driver **PREVAILING WAGE RATE**

	05/01/24
Driver	W38.05 B40.88 T78.93
New Hires: 1st Year	W38.05 B40.88 T78.93

Craft: Truck Driver-Material Delivery Driver **COMMENTS/NOTES**

NOTE: These rates may only be used for the delivery of *materials TO the job site (*building materials that will become a permanent part of the job site, such as sand, stone, aggregates, asphalt, sheetrock, 2x4's, etc.). In addition, only the following types of truck may be used for such deliveries (Dump Truck or Flat-bed truck). Please note that this rate does not apply to material suppliers or their employees (who do not perform services at the job site), and for the delivery of equipment and/or items that will not become a permanent part of the job site.

OVERTIME: Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate. Benefits on overtime shall be $46.29.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

County - MONMOUTH

Craft: Welder **PREVAILING WAGE RATE**

Welder

Craft: Welder **COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental.

STATEWIDE RATES

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
58.88	39.15	98.03	100.53

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an addtional $1.00 per hour on 100 ft. up to 199 ft. total height, and an additional $2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
58.88	39.15	98.03	100.53

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
56.97	39.15	96.12	98.62

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System - Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
51.63	39.15	90.78	93.28

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
49.05	39.15	88.20	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY

ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2024		**07/01/2025**
Rate	Fringe	Total	Total
59.21	39.15	98.36	100.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.47	39.15	99.62	102.12

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.47	39.15	99.62	102.12

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
55.34	39.15	94.49	96.99

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
55.34	39.15	94.49	96.99

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
62.29	39.15	101.44	103.94

CLASSIFICATIONS:

Helicoptor Pilot/Engineer

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
66.97	39.15	106.12	108.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
65.97	39.15	105.12	107.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
62.47	39.15	101.62	104.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.97	39.15	104.12	106.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
61.47	39.15	100.62	103.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

	07/01/2024		**07/01/2025**
Rate	Fringe	Total	Total
64.10	39.15	103.25	105.75

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
60.04	39.15	99.19	101.69

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

	07/01/2024		**07/01/2025**
Rate	Fringe	Total	Total
57.38	39.15	96.53	99.03

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
55.85	39.15	95.00	97.50

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
52.09	39.15	91.24	93.74

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
59.66	39.15	98.81	101.31

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
49.05	39.15	88.20	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
60.80	39.15	99.95	102.45

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
68.99	39.15	108.14	110.64

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
67.33	39.15	106.48	108.98

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. abovr ground), Derricks (all derricks. land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
64.49	39.15	103.64	106.14

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

	07/01/2024		07/01/2025
Rate	Fringe	Total	Total
62.83	39.15	101.98	104.48

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
64.49	39.15	103.64	106.14

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

	07/01/2024		**07/01/2025**
Rate	Fringe	Total	Total
60.47	39.15	99.62	102.12

CLASSIFICATIONS:

Driller

Effective Dates:

	07/01/2024		**07/01/2025**
Rate	Fringe	Total	Total
53.63	39.15	92.78	95.28

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

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

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

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

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

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

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive $.75 above their current rate of pay.

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
67.13	39.13	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
66.75	39.13	105.88	109.57

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
66.13	39.13	105.26	108.94

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
69.25	39.13	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
65.44	39.13	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
65.00	39.13	104.13	107.82

CLASSIFICATIONS:

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

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

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
64.81	39.13	103.94	107.63

CLASSIFICATIONS:

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

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

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.31	39.13	103.44	107.13

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
59.22	39.15	98.37	100.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2024			07/01/2025
Rate	Fringe	Total	Total
52.38	39.15	91.53	94.03

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.
Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.
OVERTIME:
Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
47.07	15.34	62.41	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
40.71	14.90	55.61	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
38.31	14.73	53.04	54.27	55.75

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
37.26	14.66	51.92	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
36.07	14.57	50.64	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
29.96	14.15	44.11	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/03/2024			10/01/2025	10/01/2026
Rate	Fringe	Total	Total	Total
41.94	14.99	56.93	58.27	59.89

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:
Any shift starting at 3:30 PM or later shall receive an additional $0.35/hr

OVERTIME:
Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.75	39.13	90.88	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Screedman

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.35	39.13	90.48	93.73

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen, Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.45	39.13	90.58	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.60	39.13	90.73	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total

CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:
Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional $2.00 per hour.

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:
1st year on the job - 70% of Helper wage rate
2nd year on the job - 80% of Helper wage rate
3rd year on the job - 90% of Helper wage rate
All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2024

Rate	Fringe	Total
37.58	34.49	72.07

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2024

Rate	Fringe	Total
47.88	34.49	82.37

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2024

Rate	Fringe	Total
54.50	34.49	88.99

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

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

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

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

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

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

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:
basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:
pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:
concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

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

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

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

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:
basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:
pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/03/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:
concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:
In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: $80.50; Pipeline Journeyman Welder: $140.50; and Pipeline Helper: $64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:
- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive $1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid $1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid $2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive $3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate $1.00 per hour above the regular
helper rate for the days involved.
- Welders working on "hot work" shall be paid $2.00 per hour above the regular rate for each day engaged in such work. "Hot work' is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:
Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/13/2024

Rate	Fringe	Total
57.34	35.90	93.24

CLASSIFICATIONS:

Pipeline Journeyman Welder

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

Effective Dates:

06/13/2024

Rate	Fringe	Total
57.34	35.90	93.24

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/13/2024

Rate	Fringe	Total
33.84	25.02	58.86

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:
An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:
Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

11/04/2024

Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/04/2024

Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/04/2024

Rate	Fringe	Total
41.73	24.77	66.50

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

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

Electrician-Utility Work (North)
(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).
These rates apply to work contracted for by the following utility companies:
Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.
These rates do not apply to work on substations or switching stations.
For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.
3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:
New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/01/2024

Rate	Fringe	Total
64.83	44.73	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Journeyman Lineman

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
58.71	40.50	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
51.37	35.44	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
76.45	52.75	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
70.33	48.52	118.85

CLASSIFICATIONS:

Assistant General Foreman

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
68.50	47.26	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
49.54	34.18	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.75	27.42	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.70	25.32	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Line Equipment Foreman

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

Electrician-Utility Work (South)
(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).
These rates apply to work contracted for by the following utility company:
Atlantic City Electric.
These rates do not apply to work on substations or switching stations.
For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
When two (2) or three (3) shifts are worked the following shall apply:
1st shift (between the hours of 8:00 AM and 4:30 PM)
2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

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

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

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

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

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

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.
A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.
There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/01/2024

Rate	Fringe	Total
71.87	59.12	130.99

CLASSIFICATIONS:

General Foreman

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
64.01	54.22	118.23

CLASSIFICATIONS:

Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.64	52.12	112.76

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Welder

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/01/2024

Rate	Fringe	Total
44.92	42.36	87.28

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.31	38.86	78.17

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.50	37.12	73.62

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
33.69	35.37	69.06

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
30.88	33.62	64.50

CLASSIFICATIONS:

Groundman 1st Year

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

Effective Dates:

12/01/2024

Rate	Fringe	Total
24.71	29.80	54.51

CLASSIFICATIONS:

Flagman

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

THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY

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

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

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

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

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

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive $.75 above their current rate of pay.

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
80.55	39.13	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
80.10	39.13	119.23	123.36

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
79.35	39.13	118.48	122.61

CLASSIFICATIONS:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
83.10	39.13	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.53	39.13	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.00	39.13	117.13	121.26

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.78	39.13	116.91	121.03

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.18	39.13	116.31	120.43

CLASSIFICATIONS:

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

SECTION H

ENUMERATION OF PLANS AND SPECIFICATIONS

The following are plans (also called drawings) which form part of this contract:

GENERAL TITLE

BOROUGH OF KEYPORT
MONMOUTH COUNTY, NEW JERSEY

IMPROVEMENTS TO SECOND STREET

Contract No. HKP00614.01

FILE NUMBER HKP00614.01

SHEET NUMBER	SPECIFIC TITLE
1	COVER & INDEX SHEET
2	LEGEND & GENERAL NOTES
3	DISTRIBUTION OF QUANTITIES
4-8	SECOND STREET CONSTRUCTION PLANS AND PROFILES
9	WAVERLY STREET CONSTRUCTION PLAN AND PROFILE
10	ADA CURB RAMP DETAILS
11-13	CONSTRUCTION DETAILS
14-19	NJDOT TRAFFIC CONTROL DETAILS

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SP-1	SPECIAL PROVISIONS
SP-2	SPECIAL PROVISIONS FOR STATE AID PROJECTS

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S P E C I F I C A T I O N S

DIVISION 1 - GENERAL REQUIREMENTS

1-2.07 POGRESS SCHEDULE - Supplement to General Conditions Article F 2.07

Within ten (10) days after the award of the Contract, the Contractor shall submit in writing a proposed program of operation, showing clearly how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when each part of his work will be completed. The work under this Contract shall, in general, be so scheduled that the work will be coordinated with work by others on adjacent contracts, if any.

The Contractor shall accompany this schedule with a list of delivery dates for materials and equipment.

This plan of operation may be adjusted and revised as the work progresses, but such changes must have at all times the approval of the Engineer.

In any event it shall be the purpose of the progress schedule to guide the course of the work, and strict adherence to it will be demanded by the Engineer.

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

1-4.01 BOUNDARIES OF THE WORK - Supplement to General Conditions Article F 4.01

The Contractor shall obtain from the Owner all information regarding the areas that may be available for his operations and to what extent and for what period of time he may occupy them.

He shall also obtain from the Municipality, County and/or NJDOT required provisions to provide and maintain traffic along Municipal or County Roads and/or State or Federal Highways approaching or within the site or sites of his work, and he shall comply with the requirements of these public agencies.

1-4.05 LINES AND GRADES - Supplement to General Conditions Article F 4.05

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

Primary reference points for the laying out of the work shall be provided by the Owner in accordance with N.J.A.C. 7:14-2.5.

Lines and grades will be set by a N.J. Licensed Land Surveyor employed by, or retained by the Contractor as the work progresses and will be located to cause as little inconvenience to the prosecution of the work as possible. The Contractor shall so place excavation and other materials so as to cause no inconvenience in the use of the lines and grades established. He shall remove any obstructions placed by him contrary to this provision.

The Contractor shall furnish and maintain at his own expense, stakes, and other such materials, and give such assistance, including qualified helpers, as may be required for setting line and checking grade marks.

The Contractor shall provide grade sheets at least two (2) working days in advance of the time same will be needed for review, and shall keep the Engineer informed of daily work schedules so that all necessary measurements may be made for record and payment with a minimum of inconvenience to the Engineer or of delay to the Contractor.

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

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, re-established them and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization such established points, stakes, and marks. Replacement of disturbed or destroyed Principal reference points shall be completed by a N.J. Licensed Land Surveyor, acceptable to the Owner and Engineer, and at the Contractor's expense.

1-6.03.01 WORK IN BAD WEATHER - Supplement to General Conditions Article F 6.03

During freezing, stormy or inclement weather, the Contractor shall provide heat, shelter, and other facilities as directed and necessary to maintain the progress schedule and all work shall be done in a manner to secure first class construction throughout.

1-6.03.03 WATER AND ELECTRICITY - Supplement to General Conditions Article F 6.03

The Contractor shall unless specified, provide the necessary water supply at his own expense and shall pay for all water used.

The Contractor shall unless otherwise specified, provide, at his own expense, adequate temporary lighting and electrical power facilities if required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor shall provide facilities which are satisfactory to the Engineer.

1-6.03.04 HEATING - Supplement to General Conditions Article F 6.03

The Contractor shall provide temporary heat, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work. Heat shall be furnished when and as directed and at the Contractor's own expense.

1-6.03.05 TRAFFIC PROTECTION AND PARKING OF CARS - Supplement to General Conditions Article F 6.03

The Contractor shall protect all traffic and parked cars, when lawfully parked, and shall see to it that the cars belonging to his workmen are parked in areas permitted by the municipal authorities.

He shall take particular care to provide access to adjacent property, both for ordinary traffic and emergency vehicles. Access to fire hydrants shall be kept clear at all times.

Unless expressly authorized in advance and in writing, the Contractor shall maintain a minimum of one lane of traffic through the project area controlled by competent Flagmen as necessary. IMMEDIATE clearance through the project area shall be furnished for Fire/Rescue/Police Vehicles and School Buses. If necessary, work shall be temporarily suspended to permit the immediate passage of Fire/Rescue/Police or other emergency vehicles and/or school buses.

Local and through traffic shall be maintained at all times unless the Owner approves a detour route

for a duration of time. Whenever it is necessary to maintain only a single line of traffic, the Contractor shall furnish and employ sufficient competent traffic directors during the day and night to adequately guide and protect traffic.

The Contractor will be required to prevent the formation and flying of dust to the satisfaction of the Engineer. The use of chemicals, calcium chloride or other petroleum products is prohibited as per N.J.A.C. 7:22-10.11(m), a copy of which is included in these specifications.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to the completed work as directed and approved by the Engineer. Each barricade shall be provided with red flashing lights battery operated not more than five feet apart and not less than three lights shall be used.

Where specific detour routes or traffic protection signs and equipment are specified or required by the plans, the Contractor will provide same along with all other signage equipment and flagmen necessary to satisfactorily protect and safely coordinate traffic.

Vehicular and pedestrian traffic on streets shall be maintained and protected at all times, and all operations in or adjacent to streets, sidewalks, and walkways shall be conducted and controlled accordingly.

The Contractor shall, for the protection of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these Specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

The cost of protection of traffic as above described shall be included in the prices bid for the various items scheduled in the Proposal.

1-6.03.06 SURFACE DRAINAGE - Supplement to General Conditions Article F 6.03

The Contractor shall furnish all necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any surface drainage occurring during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be deemed included in the unit or lump sum prices for the various items of work to be done under the Contract.

1-6.03.08 DOMESTIC MATERIAL - Supplement to General Conditions Article F 6.03

The Contractor during the course of this Contract agrees to use, supply or deliver only such manufactured articles, materials and supplies as have been manufactured in the United States substantially from articles, materials and supplies mined, produce or manufactured in the United States, wherever available.

1-6.03.09 SANITARY-REGULATIONS - Supplement to General Conditions Article F 6.03

Toilet accommodations properly secluded from observation shall be erected and maintained by the Contractor, in such a manner and in such locations as approved by the Board of Health, and their use shall be strictly enforced.

The building of shanties or other structures for housing the men, tools, machinery or supplies, will be permitted only at approved places and the sanitary conditions of the ground in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

1-6.11 FINAL CLEANING - Supplement to General Conditions Article F 6.11

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

The Contract shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

1-6.13.01 PROTECTION OF WORK UNTIL COMPLETION - Supplement to General Conditions Article F 6.13

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

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

The Contractor shall provide for the removal of all dirt spilled from the trucks on existing pavements over which it is hauled, or which is washed or otherwise deposited thereon by reason of his work, whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage or to create a traffic hazard.

Costs incidental to the maintenance of existing roadways as herein described, shall not be paid for under any specific item but shall be included in the unit prices bid for other items scheduled in the Proposal. In the event that the Contractor fails to maintain safe traffic conditions and job conditions, the Municipality may after failure of the Contractor to provide safe traffic conditions, hire guards or take such precautions to safeguard traffic, and the cost of same shall be deducted from payment due the Contractor.

1-6.13.02 CARE OF PUBLIC AND PRIVATE PROPERTY - Supplement to General Conditions Article F 6.13

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Plans. This applies to the public utilities, railroads, trees, monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a first class condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, upon forty-eight hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under this Contract.

Nothing in this clause shall prevent the Contractor from receiving proper compensation for his costs incurred because of the removal or replacement of any public or private property, when this is made necessary by alteration of grade or alignment, or any such work authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

1-6.13.03 PROTECTION AND REPLACEMENT OF SUBSURFACE STRUCTURES AND UTILITIES – Supplement to General Conditions Article F 6.13

The plans may show certain but not all subsurface structures known to exist in the working area. The Contractor shall particularly note that the indicated locations of subsurface water, gas, electric, telephone, sewerage and drainage systems in the area may be quite different from their actual locations and that there may be some subsurface structure or utility encountered that is not shown on the plans. Therefore, it shall be his responsibility to proceed with caution in executing the work, so as to prevent undue interruptions of utility service to property owners and damage to structures or utilities, or injury to workmen or others.

The Contractor will be held responsible FOR ALL DAMAGES to all utilities or other underground or surface structures whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them IF THEY ARE DAMAGED AS A RESULT OF OPERATIONS UNDER THIS CONTRACT.

In the event that UNDERGROUND STRUCTURE OR UTILITIES are disclosed by the Contractor's operations THAT OCCUPY THE SAME SPACE AS REQUIRED BY INSTALLATIONS UNDER THIS CONTRACT, the Contractor shall notify the Engineer and await his orders concerning the removal and replacement of said structures or utilities. The procedures regarding compensation in this event will be as follows:

a. Where it develops that the utility company will remove and relocate the structure or utility at its own expense and with its own forces, no compensation therefore will be due the Contractor.

b. Where the utility company will not assume the expense but exercises its right to perform the work with its own forces, the Contractor shall pay the cost incurred upon being presented with a bill for the same, and will in turn be reimbursed by the Owner for the amount paid thereon plus five percentum (5%).

c. Where the Contractor has to perform the work of removal and relocation with his own forces, he shall be reimbursed for an agreed compensation for any authorized extra work. This provision shall likewise apply to instances under (a) and (b) above, where the Contractor's forces or equipment are required for only a portion of the work.

Wherever gas mains, petro-chemical mains, electrical or heating ducts, electric, telephone, or telegraph poles or ducts, private or municipal water mains are encountered and service may be interrupted, the Contractor shall keep the Owner, utility company or department fully informed in advance of any changes he desires to make. The Contractor shall cooperate with the utility company or department in the removal, relocation, and replacement of such structures, so as to avoid all unnecessary interruption of service. He shall arrange with the owners of the utilities for this work to be done.

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

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

Where the Owner's storm drains, sewer lines, or water mains are encountered and repair,

replacement, or relocation is necessary before work can proceed, the Contractor shall carry out the work promptly as directed by the Engineer.

1-6.13.04 ACCIDENT PREVENTION AND FIRST AID - Supplement to General Condition F 6.13

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions and applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and Health Standards (29CFR 1926/1910), including amendments and supplements to date, published by the U.S. Department of Labor, Occupational Safety and Health Administration, to the extent that such provisions are not in contravention of applicable law. The Contractor shall provide suitable barricades, red lights, "Danger" or "Caution" signs and watchmen at all places where the work constitutes in any way a hazard to the public, or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work.

1-6.13.05 CONTRACTOR'S SIGNS - Supplement to General Conditions Article F 6.13

The Contractor shall erect and maintain safety signs, temporary barricades, temporary fences, and take all precautions to guard against all dangers and hazards, as are necessary in the opinion of the Engineer in the interest of the public health and safety.

Signs shall be of suitable size to be readily seen and shall be black letters on orange background. Barricades, drums and like items shall be standard orange and white stripped. Warning and detour signs and barricades and other safety devices shall be reflectorized painted or lighted, and maintained.

1-6.13.06 WATCHMEN & FLAGMEN - Supplement to General Conditions Article F 6.13

Watchmen and/or Flagmen shall be furnished and shall be on duty appropriate to carry out the Contractor's responsibility for safety and protection.

1-6.17 WORKING DRAWINGS - Addition to General Conditions Article F 6.17

The Contractor shall promptly prepare and submit layout, detail, and shop drawings for such parts of the work as specified hereafter under the specifications for materials, workmanship and Contract Items. These drawings will be known as "Working Drawings".

The drawings shall be numbered to coincide with the Division and article of the specifications related to same, and consecutively numbered for all individual drawings for a particular item or items related to the particular division and article and shall accurately and distinctly present the following:

a. All work and erection dimensions.

b. Arrangement and sectional views.

c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

Each drawing shall be dated and shall contain the name of the project, contract number, Contract Item and paragraph number, names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work. The Engineer may decline to consider any working drawing that

does not contain complete data on the work and full information on related matters.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and on the subject drawing or drawings. Otherwise, approval of such submittals shall not constitute approval of the departures. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material equipment or apparatus shown or indicated. The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

The procedure in seeking approval of working drawings shall be as follows:

a. The Contractor shall submit for approval two prints and one reproducible sepia copy, or six prints in the case of manufacturer's catalogue "cuts" and similar items, of each of the drawings to the Engineer. The submission of drawings shall be accomplished by letter of transmittal in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles, and other requirements.

b. When a drawing is satisfactory to the Engineer, it will be stamped "NO EXCEPTIONS TAKEN", be dated, and two copies thereof will be returned to the Contractor by letter.

c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "REVISE AND RE-SUBMIT", or "REJECTED", and will return one copy thereof to the contractor with the necessary corrections and changes indicated. The Contractor must make such corrections and changes and again submit two prints and one reproducible sepia copy of the drawing for approval, within five (5) working days of the date of rejection.

   The Contractor shall revise and resubmit the working drawings as required by the Engineer, until "NO EXCEPTIONS TAKEN" thereof is obtained.

1-13.02 INSPECTION - Supplement to General Conditions Article F 13.02

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefore.

Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the Owner, neither shall it be construed as barring the Owner at any subsequent time, from the recovery of damages or of such a sum of money as may be needed to build anew any portion of the work in which fraud was practiced or improper materials hidden, or used, wherever found.

In addition to the above requirements, the owner’s representative will ensure that the requirements of the specification relating to environmental and cultural resource protection and restoration are carried out in accordance with N.J.A.C. 7:22-10.12(a).

1-13.03 NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR - Supplement to General Conditions Article F 13.03

Certain items in the work will require special inspection by the Engineer and/or his inspectors. The Engineer will so specify these items to the Contractor during the course of the work; whereupon the Contractor, before proceeding with such specified items, shall give two working days written notice in advance to the Engineer, for the purpose of scheduling and providing such inspection service.

1-13.05 STOPPING WORK - Supplement to General Conditions Article F 13.05

The Engineer, acting as the Owner's representative, may stop, by written order, or a verbal order confirmed in writing within twenty-four hours, any work or any part of the work under the Contract if in his opinion the methods or materials employed are unsafe, improper or defective. When work is so stopped, it shall not be resumed until the methods or conditions are revised to the satisfaction of the Engineer, which must be signified in writing. Work may also be stopped by the Engineer or required to be postponed for an adequate period of time if the work interferes with, or unduly interrupts the operation of existing utilities. The Contractor is required to fully inform himself as to the nature and location of existing utilities within the project area, all locations of actual or potential interference, and coordinate the activities of affected utilities regarding any necessary temporary or permanent relocations to minimize possible or actual delay to planned progress.

1-18.1 PROJECT PHOTOGRAPHS

AS REQUIRED BY THE TERMS OF THE PROPOSAL and Contract Agreement, the Contractor shall provide three (3) CDs of acceptable, un-retouched TIFF or JPG format digital photographs. Digital photos shall be a minimum of 1.0 megapixel. Each of the photos shall be identified as pre-construction, progress, and final construction comprising not less than the total number of individual prints stipulated in the proposal, with the cost of same included in the various prices bid. Special attention shall be given to environmentally critical areas and areas outside of the public right-of-way. Photographs shall be labeled by station so that upon completion of the construction, or during construction, if necessary, subsequent photographs can be taken from the same control points.

1-18.2 PROJECT VIDEOS

As required by the terms of the proposal and contract agreement, the Contractor shall provide three (3) DVD’s (one original and two copies) of the project before construction begins as directed by the Engineer. The camera shall be of professional quality and be outfitted with auto-focus, zoom and sound recording capabilities. The DVD’s shall be new, high quality, standard DVD’s so that the project can be viewed on a standard DVD player. The cameraman shall walk the entire project in each direction to reveal the pictures from both the up-stationing and down-stationing perspective. In the case of site construction, the cameraman shall provide a slow moving panoramic view of the entire site from as many locations as required to provide complete coverage.

The feature to be viewed shall include, but not be limited to the following: pavement; curbs; sidewalk; trees; signs; parking meters; manholes; inlets; valve boxes; fire hydrants; striping; lawns; park areas; recreation areas; fences; yard improvements; steps; handrails; guiderails; utility poles; guide wires; overhead wires and buildings which are in the path of the proposed work or that might be affected by the contract operation.

The sound recording shall identify stationing at each 100 feet; the direction of view, i.e. N, S, E or W, as well as up-stationing or down-stationing; and the names of streets, buildings and businesses shall also be recorded for clarity. In the case of site construction, the sound recording shall identify direction of view.

1-19.1 ABBREVIATIONS

Where any of the following abbreviations are used in the Specifications they shall have the meaning set forth opposite each.

ACI	American Concrete Institute
ASTM	American Society for Testing Materials
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
ASME	American Society of Mechanical Engineers
NBS	National Bureau of Standards
AIEE	American Institute of Electrical Engineers
AASHO	American Association of State Highway Officials
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code, latest edition
AISC	American Institute of Steel Construction
ASA	American Standards Association
AWS	American Welding Standards

FEDERAL SPECIFICATIONS

Federal Specifications issued by Federal Supply Service of the General Services Administration, Washington, D.C.

125 LB. AMERICAN STANDARD

American Standard (ASA B16.1-1948) for Cast Iron Pipe Flanges and Flanged Fittings, Class 125

USS GAGE	United States Standard Gage
N.J.S.H.D.S.S.	New Jersey State Highway Department Specifications, 1983 (as amended)
GPD	Gallons per day
MGD	Million gallons per day
GPM	Gallons per minute
CFS	Cubic feet per second

SPECIFICATION ABBREVIATIONS

Omission in wording. For brevity, some sentences are incomplete and such words and phases as "the contractor shall", "in conformity there-with", "shall be", "as noted on drawing", "according to the drawings", "a", "an", "the" and "all" which clutter up most specifications are sometimes omitted. They shall be supplied by the reader.

The contractor shall provide all items, articles, materials, operating methods listed, mentioned or scheduled on drawings or in specifications, including all labor, materials, equipment, incidentals necessary and required for their completion.

Approvals, etc., wherever the words "approved", "satisfactory", "direct", "submitted", "inspected" or similar words or phrases are used, it shall be assumed that the word "Engineer" or one of their representatives follows the verb as the object of the clause, such as "approved by the Engineer" and "submitted to the Engineer".

References to the Standard Specifications or manufacturer's installation directions shall mean to the latest edition thereof, as published prior to the date of the agreement unless otherwise indicated.

Terminology: Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

1. "Acceptable", "equal to", "proper", and other qualifying terms imply the judgment by the Architect/Engineer.

2. "Approved" or "Approval" means any equipment, item or material approved by the Architect/Engineer.

3. "Or equal" means any equipment, item or material approved by the Architect/Engineer as equivalent to the specified equipment, item or material.

4. "Concealed" means work which is not exposed to view when the project is complete.

5. "Exposed" means work which remains exposed to view when the project is complete.

6. "Delivery" means unloading and storing at the site.

7. "Furnish" means to supply and deliver to the job.

8. "Governmental" means all Municipal, State and Federal government agencies.

9. "Install" means complete erection and connection of work.

10. "Piping" includes piping and all fittings, valves, hangers and other accessories related to piping.

11. "Provide" means "furnish" and "install" as defined above.

12. Words in singular form shall include as many such devices as are required to complete the work.

1-20.1 MATERIALS AND EQUIPMENT

In order to establish standards of quality, the Engineer, in the detailed Specifications, may have referred to certain products by name and/or catalog number. This procedure is not to be construed as eliminating from completion other products of equivalent or better quality by other suppliers or manufacturers where fully suitable in design and manufacture. For any named manufactured item in the specification or on the drawing, it shall be understood that these items shall be followed by the term "or equal," which will allow for substitute items of equal or better quality. Anywhere the term "or approved equal" is used, it shall be understood to mean "or equal".

The Contractor's bid must be based upon the materials and equipment named in the Specifications, or materials and equipment of equivalent quality and effectiveness. The first named supplier shall be considered as the standard or reference, for the Engineer's design and for the equivalency determination to be made by the Engineer.

1-21 EXISTING UTILITIES

Prior to the start of any excavation work, the contractor shall contact the following in order to obtain firsthand information of underground piping and conduits:

JERSEY CENTRAL POWER & LIGHT
101 Crawfords Corner Road
Holmdel, NJ 07733
(732) 212-4242

NEW JERSEY NATRAL GAS COMPANY
1415 Wyckoff Road
Wall, NJ 07719
(732) 938-1179

VERIZON – NEW JERSEY
5100 Belmar Boulevard
Farmingdale, NJ 07727
(732) 751-8756

CABLEVISION OF MONMOUTH
40 Pine Street
Tinton Falls, NJ 07753
(732) 681-8222

One recommended number to call for various private utilities is 1-800-272-1000.

The following are to be notified at least two working days in advance of any temporary restriction to traffic, or detours related to construction activity:

BOROUGH OF KEYPORT POLICE DEPARTMENT
70 West Front Street
Keyport, NJ 07735
(732) 264-0706

BOROUGH OF KEYPORT
MONMOUTH COUNTY, NEW JERSEY

IMPROVEMENTS TO SECOND STREET

SPECIAL PROVISIONS

1. Existing Utilities

The Contractor shall coordinate all work with the utility companies in the areas of construction. Information regarding existing utilities has been collected from various sources and the contractor is advised that underground object locations, elevations, or types are not warranted to be approximately correct. Nor can they be assumed to be the only subsurface objects, proposed or existing, which may be encountered during the excavation of the work. The Contractor shall make all necessary investigations prior to bidding to satisfy himself as to the existing conditions.

Any fees from the utility company for the relocation of utility poles or guy wires shall be borne by the Borough.

2. Contractor's Progress Schedule and Schedule of Values

The Contractor shall submit a proposed program of operation for the project prior to commencement of construction that clearly indicates how he proposes to conduct the work to bring about the completion of the projects. It is anticipated that the work for the project shall commence within 15 days after the award of the project. The Contractor is hereby advised that TIME IS OF THE ESSENCE for the project.

The Contractor shall also provide a Schedule of Values detailing an itemized breakdown of all lump sum bid items for progress payment purposes. Said Schedule shall be submitted to and approved by the Engineer prior to the first request for payment submittal.

3. Construction Contingencies

The Contractor's attention is specifically directed to the fact that various items and extra quantities have been included in the bid form for contingency purposes due to the nature of the work to be performed in conjunction with this project.

Accordingly, the Contractor is hereby advised prior to submitting his bid that he shall take into account the fact that contingencies have been included in the items and that portions of certain items or entire items may not be utilized by the Owner, depending upon the conditions encountered during the work.

To that end, the initial contract award amount may be significantly higher than the final contract amount, depending upon the actual conditions encountered.

The Contractor must satisfy himself by personal examination of location of the proposed work and surroundings thereof, and by such other means that he prefers, and shall not at any time after submission of the bid, dispute the original estimate of the work, nor assert that there was any misunderstanding in regard to the contingencies included in the quantities.

4. Asbestos Cement Pipe Removal/Disposal

When disturbing, removing and/or disposing of asbestos cement pipe, the contractor shall comply with all applicable federal, state and local requirements, including, but not limited to: current USEPA regulations (NESHAP 40 CFR 61 Subpart M); OSHA regulations (29 CFR 192658); the current New Jersey Asbestos Hazard Abatement Subcode (NJAC 5:23-8); the current NJDEP regulations (NJAC 7:26-1 et. seq.); and notification regulations (NJAC 5:23-8.6, 40 CFR 61 Subpart M, and NJAC 7:26-2:12).

5. Permits

The Contractor shall be responsible for obtaining all permits necessary for construction in accordance with existing local, county and state regulations and any other agency having jurisdiction (other than NJDEP) in these matters.

6. Tree Removal

The Contractor shall make every effort to protect all trees which are to remain within the limits of construction. Removal of additional trees will be performed only if and where directed by the Engineer. Trees marked for removal on the plans shall be included under the price bid for clearing site.

7. Resident Notification

The Contractor is hereby advised that prior to any work, proper notification must be provided to residents in the associated work areas. Resident notifications shall be provided to the Engineer for review and approval prior to distribution. Pedestrian access in accordance with all ADA requirements, as well as emergency vehicle access must be maintained at all times throughout the construction process. All driveways must be temporarily ramped with hot mix asphalt during construction to provide access to residents.

8. Staging

The Contractor must coordinate staging and stockpiling locations. Equipment and materials must be coordinated at all times outside of the travel way and a clean, secure, and orderly site must be maintained at all times to the satisfaction of the Engineer and Owner. All open trenches must be closed and repaired with asphalt at the end of each working day.

9. Maintenance and Protection of Traffic Control

The Contractor shall limit work to one block segments in order to minimize disruption to traffic and resident access. Detour routes shall be established by the Contractor, in coordination with the Borough, Engineer, and Police Department, including signage and control devices utilizing cross streets and parallel streets to route traffic around closed blocks.

The Contractor shall re-open streets at the end of each working day. Streets shall be swept to remove loose debris, and all trenches shall be temporarily paved at the end of each working day. Steel plates, RCA, or DGA trench repair are not acceptable to left overnight.

The Contractor shall coordinate with the Borough when working in the vicinity of Lincoln Hose (corner of Second Street and Waverly Street) and the Keyport Senior Center (110 Second Street) to ensure emergency access routes are maintained at all times.

The Contractor shall coordinate with the Monmouth County Road Department for any work within First Street, Stone Road, and Green Grove Avenue. The Contractor shall provide all necessary traffic control, signage, and control devices, including VMS boards if required by the County.

The Contractor shall coordinate with the Police Department to schedule police traffic directors for work. Cost of same shall be paid under the Traffic Director, Municipal Police allowance.

10. Asphalt Testing

The Contractor shall be responsible for contracting with a certified asphalt testing laboratory. Testing shall include the extraction and repair of six-inch cores at the quantity specified in NJDOT specification section 401. Testing shall include air voids, compaction, and thickness. A certified report shall be provided to the Engineer. All testing and reporting shall conform to Section SP-2. Cost of same shall be included in the Unit Price Bid for Clearing Site. Testing shall be scheduled to ensure extraction within the required NJDOT time frame following paving.

11. Stake Out

Curb and utility stakeout shall be provided by the contractor's licensed land surveyor. Copies of cut sheets shall be provided to the Engineer for review and approval prior to construction. Cost for same shall be included in the price bid for all items requiring same.

12. Water Service Replacements

In the event water service replacement work will impact existing residential landscaping retaining walls, the bid proposal includes Trenchless Water Service Replacement items to be utilized on a basis if and where directed by the Engineer in order to limit disturbance of existing improvements.

State of New Jersey
Department of Transportation

Special Provisions For
State Aid Projects

FY 2019 Edition
Revised 28 April 2024

SPECIAL PROVISIONS

The project generally consists of the resurfacing of 0.50 miles of Second Street between Atlantic Street and Stone Road, including 8" and 12" sanitary sewer main and 8" water main and service replacements. Approximate quantities include 8,000 SY of hot mix asphalt milling, 5,000 LF of concrete curb, 1,750 SY of concrete sidewalk, 1,000 tons of hot mix asphalt surface course, 1,300 tons of hot mix asphalt base course, 3,330 LF of 8" DIP water main, 2,000 LF of 8" and 12" PVC sanitary sewer, 400 LF of 15" and 18" RCP storm sewer, restoration, and associated work. The bid includes a bid alternate scope of work for the resurfacing of 0.10 miles of Waverly Street between First Street and Third Street, including curbing, sidewalks, and the replacement of 8" sanitary sewer and water mains and services within said limits.

Contact: Trevor J. Taylor, PE, PP, CME, CFM
CME Associates
1460 Route 9
Howell, NJ 07731
732-462-7400 x1039
ttaylor@cmeusa1.com

AUTHORIZATION OF CONTRACT

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Pages 1 to 73 inclusive.

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

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 information is located at the end of these Special Provisions:

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

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

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION
THE FOLLOWING IS ADDED:

2023-MA-00403 – IMPROVEMENTS TO SECOND STREET (PHASE I)
2024-MA-00134 – IMPROVEMENTS TO SECOND STREET (PHASE II)

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

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

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

The approved project has received funds from the NJDOT Local Aid Office for the construction of the Project.

101.03 TERMS
THE FOLLOWING TERM IS ADDED:

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

Completion. When all of the following have occurred**:**
PART (1) IS CHANGED TO:

1. The Work has been satisfactorily completed in all respects according to the Contract including landscaping Items listed in 811.04, removal of SESC measures, FINAL CLEANUP, and repair of unacceptable work.

INQUIRIES REGARDING THE PROJECT

2. After Award of Contract.

Central Region
Mr. Carl Kneidinger, Regional Construction Engineer
1035 Parkway Avenue
Trenton, NJ 08625
Telephone: 732-496-9490

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID
THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1*, et seq*.
2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq*.
5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by "Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48, *et seq*.

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

Project Manager: Matthew Zwingraf
Email Address: mzwingraf@cmeusa1.com
Mailing Address: 1460 Route 9, Howell, NJ 07731

1. Evaluation of Subsurface and Surface Conditions.
THE FOLLOWING IS ADDED:

Existing subsurface and subsurface conditions have not been evaluated. The Bidder is herein advised that portions of Second Street are believed to contain a concrete base.

3. Existing Plans and As-Builts.

Existing Plans including structural plans, contour maps, and as-built plans used are as follows:

a. Not applicable.

102.10 SUBMISSION OF BIDS
THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach

or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

102.13 CONSIDERATION OF BIDS

102.13.01 Bidder Pre-Award Requirements

PART C IS CHANGED TO:

C. All Projects. Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at www.nj.gov/njbgs.

2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

THE FOLLOWING IS ADDED IN PART C:

3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, Bidders must register in SAM at https://www.sam.gov and the Department will verify the successful Bidder's registration in SAM prior to contract award.

THE FOLLOWING IS ADDED IN PART C:

4. On the “Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form” provided by the Department, certify pursuant to N.J.S.A. 52:32-60.1, that neither the Bidder nor its affiliates are engaged in prohibited activities in Russia or Belarus as defined therein.

THE FOLLOWING IS ADDED IN PART C:

5. Submit proof of valid Public Works Contractor Registration issued by the New Jersey Department of Labor, Division of Wage and Hour Compliance according to N.J.S.A. 34:11-56.48, *et seq*.

102.15 DISQUALIFICATION OF BIDDERS
THE SECOND PARAGRAPH IS CHANGED TO:

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include, but are not limited to:

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.

3. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,
4. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
5. Lack of competency or lack of adequate machinery, plant, or other equipment.
6. Unsatisfactory performance on previous or current contracts.
7. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
8. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
9. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
10. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at https://www.sam.gov/SAM/ for federally assisted contracts.
11. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.04 EXECUTION OF THE CONTRACT

THE FIRST PARAGRAPH IS CHANGED TO:

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in 103.05.
2. Performance bond and payment bond as specified in 151.03.01.
3. Proof of the registrations specified in 102.01 for the Department of Treasury and the Department of Labor.
4. If the case of non-resident Bidders, the completed form regarding "Appointment of Agent" for compliance with N.J.S.A. 14A:15-2, *et seq*.

SECTION 104 – SCOPE OF WORK

104.02 VALUE ENGINEERING

104.02.01 Purpose and Scope

THE FOLLOWING IS ADDED:

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

104.03 CHANGES OF THE CONTRACT

104.03.01 Authority to Make Changes

The Department has the right to make changes to the Work at any time, including altering the Contract, altering the requirements of an Item, increasing, or decreasing the quantities of any Item, or deleting any Item. Such changes neither invalidate the Contract, nor release the Surety. The Contractor agrees to perform the Work as changed. If the Contractor does not perform, or refuses to perform the Work as changed, the Department may perform the work with its own forces. If the Department mobilizes its forces to perform the work, the Contractor agrees to pay the Department's cost of performing the work including the cost of material

and labor used and the actual costs for police traffic protection and maintenance and protection of traffic as specified in 107.16.

104.03.02 Protests to Change Orders
THE SUBPART IS CHANGED TO:

If the Contractor disagrees with any terms or conditions set forth in a Change Order, submit a written protest to the Department within 30 days after the date of receipt of the Change Order.

A protest is notice that the terms and conditions for proposed work are not in accordance with the Contract, quantity adjustments are incorrect, or that the modification for Contract Time is incorrect. A protest is not a substitute for notice as specified in 104.03.04. Providing a protest within 30 days after the date of the receipt of a Change Order may not meet the requirements of 104.03.04 or N.J.S.A 59:13-5 and the Department will not make payment for the costs of a claim if recovery is barred by other provisions in the Contract.

In the protest, list the points of disagreement, and, if possible, the specification references, quantities, and costs involved. Ensure that the protest is a specific, detailed statement of the points of disagreement. The Department will reject general protests. If the Department rejects a protest for being a general protest, provide a specific, detailed statement within 7 days of such rejection.

Regardless of whether the Contractor's assent is required, if the Contractor refuses to sign the change order or submit an acceptable written protest within 30 days after the date of receipt of the Change Order or within 7 days of the initial rejection of a protest, the Department will make payment and modify Contract Time as set forth in the Change Order. Such payment is full payment for all work included or required by the Change Order and is conclusive as to any Contract Time modifications provided for therein or in establishing that no Contract Time modification was warranted.

When the Contractor signs a change order and the Department processes the Change Order within 15 days of receiving the Contractor's signature, the Contractor is barred from protesting the Change Order.

Protest does not relieve the Contractor from the obligation to proceed with work directed by an approved Change Order.

104.03.03 Types of Changes

1. Quantity Increases and Decreases.
THE SECOND PARAGRAPH IS CHANGED TO:

> For minor changes in quantity, the Department will make payment for the quantity of the Item performed at the bid price for the Item. Construction layout is included in the price of the original work.

3. Changes in the Character of Work.
THE THIRD PARAGRAPH IS CHANGED TO:

> If a modification cannot be reached by agreement, the Department will make payment, only for the change in work, by force account as specified in 104.03.08.

104.03.07 Tracking Costs
THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

For all work directed to be paid for by force account, track and maintain complete records to provide a clear distinction between the costs for the Force Account work and the costs for other operations. For costs which the Contractor will pursue reimbursement through a Notice or Claim, track and maintain complete records in Force Account style making a clear distinction between Contract work and the work related to the alleged changed condition.

104.03.08 Force Account
THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Payment made for the work directed to be performed by force account represents full payment for that work including layout.

THE FIRST PARAGRAPH OF PART 7 IS CHANGED TO FOLLOWING:

7. Equipment. The Department will make payment for Contractor-owned or rented equipment required for the force account work. The Department will not provide payment for equipment that is determined to be more than necessary or unsuitable by the RE for the force account work or that is inoperable due to breakdown or during periods of repair. In the event the Contractor proposes to use equipment of a higher cost, including equipment with one or more of the following: specialized functionality, features, trim levels, options, or accessories than that suitable and necessary for the work, the Department will make payment at the rate applicable to the suitable and necessary equipment. The Department will make payment for Contractor-owned or rented equipment as follows:

PART 7.B IS CHANGED TO THE FOLLOWING:

b. Rented Equipment. In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, submit in writing to the RE for approval the need to rent the equipment and the rental rate for that equipment before using it on the work. Ensure the rental company does not rent equipment exclusively to a single Contractor. The Department will make payment for the rental of the equipment as specified in the rental agreements and as evidenced by paid invoices for the time that the equipment is used to accomplish the work, plus the cost of moving the equipment to, on, and away from the work site.

104.03.09 Delay Damages

1. Non-Productive Activity. The Department will make payment for the following non-productive activities:

PART E IS CHANGED TO:

e. Equipment. If as the result of the delay, the equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5. If as the result of the delay, the RE determines that the equipment cannot be used for any active work, the RE may request the Contractor to remove the equipment. The Contractor may remove the equipment from the work site or allow it to remain. If the equipment is removed from the work site, the Department will make payment for labor and equipment costs to remove the equipment and to return it to the work site at the end of the delay period. If the equipment remains, the Department will not make payment for the equipment as specified in 104.03.08.7.

If the equipment is required for additional maintenance within the Project Limits, maintenance of traffic control devices, maintenance of SESC measures, and similar activities resulting from the delay and approved by the RE, the Department will make payment as specified in 104.03.08.7.

THE FOLLOWING IS ADDED:

4. Equipment Escalation. If, as the result of the delay, equipment use, which had a planned late-finish date occurring before an equipment rate increase date, is required to start after the equipment rate increase date, the Department will make payment for the following:

a. Contractor owned equipment. Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of the Blue Book rate between the planned late finish date for the work and the Blue Book rate when the work was required because of the delay.

b. Rented equipment. Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of rental agreements, including paid invoices, between the planned late finish date for the work and the date the work was required because of the delay. If rental

agreements and paid invoices are not available, provide quotes from the rental company for both dates.

SECTION 105 – CONTROL OF WORK

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.05 WORKING DRAWINGS

TABLE 105.05-1 IS CHANGED TO:

Table 105.05-1 – Working Drawing Submission Category

Certified	Approved
Breakaway I-Beam GA Sign Support Posts	Catalog Cuts (related to landscape Items)
Bridge Drainage	Change in Structural Steel Details
Bridge Railing and Fencing Anchorage System	Change of Prestressed Concrete Strand Patterns
Catalog Cuts	Demolition Plans
Composite Piles	Erection Plans
DMS Sign Support Structure	High Load Multi-Rotational (HLMR) Bearings
DMS Standard Ground Mounted	Isolation Bearings
Elastomeric Bearings Pads	ITS System Drawings, including Block Diagrams
Electrical Items Not Pre-Qualified	Machinery and Electrical Items for Movable Bridges
Expansion Joint Assemblies (except Modular Expansion Joint Assemblies)	Mechanically Stabilized Earth (MSE) Walls
Precast Prestressed Concrete Beams and Piles Fabrication	Modular Expansion Joint Assemblies
Reinforced Elastomeric Bearings	Other work shown on the Plans as conceptual
Sign Legends	Precast Concrete Arch Structures
Sign Support Structures	Precast Concrete Box Culverts
Structural Steel Fabrication	Prefabricated Modular Walls
	Stay-In-Place Forms
	Temporary Sheeting and Cofferdams
	Temporary Shielding
	Temporary Structures
	Value Engineering Plans

1. Certified Working Drawings.

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

2. Approved Working Drawings.

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

105.07.02 Work Performed by Utilities – N/A

Company Name & Address	Contact Person	Number of Day/s Advance Notice

Stage # _____

Utility Company Name	Work Description	Work Duration (Day/s)	Restriction

Stage Total _____

105.09 LOAD RESTRICTIONS – N/A
THE FOLLOWING IS ADDED:

Material Transfer Vehicles Structural Load Restriction

Route	Bridge Structures		Structure Name	Material Transfer Vehicles				
	Number	Mile Post		MTV SB-2500C by Roadteck	MTV MC-330 by Blaw-Knox	MTV SB-1500B by Roadteck	MTV SB-1000B by Roadteck	
				Gross Weight 125,500 lbs	Gross Weight 114,100 lbs	Gross Weight 92,000 lbs	Gross Weight 74,000 lbs	

THE FOLLOWING SUBSECTION IS ADDED:

105.11 CONSTRUCTION LAYOUT
THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Perform a site investigation within the Project Limits to locate existing ROW markers, property markers, survey control markers, and monuments. Before beginning construction operations, protect ROW markers, property markers, survey control markers, and monuments from disturbance and destruction. Notify the RE of the location of property markers and monuments that are in danger of being removed or disturbed and tie to fixed points or locate from established contract control. Do not remove or disturb existing ROW markers, property markers, survey control markers, and monuments until obtaining RE approval. Record and provide a report of the findings of the site investigation to the RE.

Before removing a monument that is not owned by the Department, notify the agency to which the monument belongs of the need to remove the monument. Provide the RE with copies of correspondence with the agency, as well as the agency's written requirements or guidelines for setting monuments.

If a monument or marker is disturbed or removed without RE approval, the Contractor is responsible for reimbursing the Department for the cost to replace the monument.

Perform layout for the construction of the Contract using the control points and data shown on the Plans. Perform layout under the direct supervision of a licensed land surveyor. Preserve control points throughout the duration of the Project. Reset control points that are damaged, lost, displaced, or removed.

Before beginning construction operations, verify the vertical and horizontal controls provided in the Plans using, at a minimum, third-order, Class I accuracy procedural standards and equipment. Notify the RE in

writing of discrepancies or errors and obtain resolution before proceeding with the work. Upon request, provide the RE with survey notes and calculations related to the field control verification.

Before beginning construction operations, establish lines for ROW, easement, and other restrictions, such as boundaries for environmentally sensitive areas to define the limits of construction and temporary operations. Establish limits of tree protection and other vegetation to be preserved. Do not encroach on private property, except as allowed by easements. Document existing site conditions, including vegetation, in areas to be used for excavation, temporary construction, storage, parking, movement of equipment, field office, etc. which will have to be later restored to pre-existing conditions. Provide documentation, including photographs, to the RE.

Provide the Utilities with the layout needed to install relocated utility facilities and coordinate the Work. Ensure that relocated facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts.

Establish the exact location of the Work from the control points. Reference the Work to baselines that are established from the control points. Maintain baselines until Completion.

Provide and maintain offset baseline stakes for roadways, ramps, jughandles, and turnarounds outside the limits of grading and construction. Set offset stakes at a maximum interval spacing of 50 feet. Where baselines have a radius of less than 475 feet, provide offset stakes at a maximum interval spacing of 25 feet. Identify and mark each stake to show the offset distance from the baseline and provide grade sheets to the RE showing the cut or fill to the finished profile lines with reference to the offset stakes. Provide grade sheets for construction of subbase that include calculations to establish the typical cross section from the profile grade stake. Provide adequate and accurate offset lines during construction that requires occupation of the baseline points by construction operations. Provide the RE with assistance as requested for verification of lines, grades, boundaries, dimensions, and elevations.

Construct the Work to the dimensions and tolerances noted within the Contract. Except where otherwise noted, construct subbase, base courses, pavements, and structures to within 1/4 inch of the elevations, stations and offsets noted in the Contract. If work does not conform to the tolerances allowed, the Department may consider the work to not be in conformance with the work as specified in 105.03.

For each bridge and sign structure within the Project Limits, provide the RE as-built measurements of the minimum vertical underclearance at each lane line, shoulder line, curb line, and edge of pavement line under a structure to the nearest hundredth of a foot. For each bridge structure, provide vertical underclearance measurements at each fascia beam and the portions of the structure that govern the minimum vertical underclearance. Provide minimum vertical underclearance measurements prior to the completion of each stage of construction. Notify the RE in writing of any discrepancies, errors, or deviations from plan dimensions and clearances prior to opening any bridge or structure or any portion thereof to traffic.

Upon request, provide the RE with survey notes and calculations related to the alignment and horizontal and vertical control, and field notes to document the ROW, including easements and monument locations. Maintain survey notes in a bound field notebook in a professional manner.

The Department will not make payment for survey, stakeout, and layout. The cost is to be distributed across the various items of work and to be included in extra work as may be added to the Contract.

If the Department discovers survey errors, including errors that should have been detected during verification of controls provided in the plans, the Department will deduct the costs of checking and correcting these errors from any money due to the Contractor.

SECTION 106 – CONTROL OF MATERIAL

THE SECTION HEADING IS CHANGED TO:

SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

THE FIRST PARAGRAPH IS CHANGED TO:

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

SECTION 107 – LEGAL RELATIONS

107.11 RISKS ASSUMED BY THE CONTRACTOR

107.12.01 Satisfying the Notice Requirements

THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Upon request, provide the RE with 5 copies of all documentation submitted in support of the claim.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

1. Values and Quantities.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

There are no Specialty Items in this Project.

2. Limits and Restrictions.

PART C IS CHANGED TO:

c. The Contractor is barred from subcontracting to firms and individuals suspended or debarred by the Department or included in the State of New Jersey Consolidated Debarment Report maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, joint venture, or limited liability corporation applying to do subcontract work nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government's System for Award Management (SAM), located at: https://sam.gov/content/exclusions.

108.10 CONTRACT TIME

A. Complete all work required for Substantial Completion in 150 days.

B. Achieve Completion in 180 days.

108.11.01 Extensions to Contract Time

B. Types of Delays.

2. Excusable, Non-Compensable Delays.

b. Utilities.

THE LAST PARAGRAPH IS CHANGED TO:

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

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

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

1. Fails to begin construction operations within 45 days of execution of the Contract.

THE THIRD PARAGRAPH IS CHANGED TO:

If the Department directs the Surety to complete the Contract, the Department will provide to the Surety the Contract as defined in 101.03 and the completion status of the Contract. If the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the Department a request for approval of the proposed completion-contractor as a subcontractor as specified in 108.01 within 45 days of receipt of the Contract provided by the Department pursuant to this Section. The Department, in its sole discretion, has the right to reject a request by the Surety to use the Contractor or another contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH:

If the Department approves the Surety's request to use the Contractor as the completion-contractor, the Surety shall cause the Contractor to begin Work, as defined in 101.03, within 45 days of notice of the Department's approval or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

If the Department does not approve the Surety's proposed completion-contractor, the Surety must submit to the Department a request for approval of an alternative completion-contractor within 60 days of notice of the Department's disapproval. If the Department does not approve the Surety's alternative completion-contractor, the Department may continue to request approval of another alternative completion-contractor. Within 60 days of notice of the Department's approval of the Surety's proposed completion-contractor, the Surety shall cause the completion-contractor to begin Work, as defined in 101.03, or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion but has completed the work as specified for Full Traffic Access, the Department will assess liquidated damages in the amount of $500.00 per calendar day

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES
THE LAST PARAGRAPH IS CHANGED TO:

The Department does not typically measure quantities for Proposal Items, except quantities designated on the Plans as "if and where directed," for payment. The Contractor or the RE can measure Proposal Items for payment. If making a measurement for a change in payment, submit drawings, calculations, and other information demonstrating the as-built quantity to the party not initiating measurement. If the difference between the measured quantity and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will make payment based on the Contract quantity. If the difference is more than 10 percent of the Contract quantity, the Department will make payment based on the measured quantity. For each Item that the Contractor requests a Proposal Item be measured, and it is determined that the difference between the quantity measured and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will deduct $500.00. The Department will measure quantities for Proposal Items that are designated on the Plans as "if and where directed" for payment when the RE directs work using the "if and where directed" quantity.

109.03 PAYMENT FOR FORCE ACCOUNT
PART (11) IS CHANGED TO:

11. For each subcontractor, provide and certify the subcontractor's documentation for items 1 through 10 above to be complete, accurate, and true.

109.04 PAYMENT FOR DELAY DAMAGES
PART (10) IS CHANGED TO:

10. Documentation in the same format as above for each subcontractor with certification by the Contractor that the documentation is complete, accurate, and true**.**

THE FOLLOWING IS ADDED TO THE LIST:

11. Certification stating that all costs submitted have been incurred because of the delay, and all vendor invoices have been paid.

109.05 ESTIMATES
THE FOURTH PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, whether:

A. On State Funded Projects

1. No subcontractor or supplier was used on the project; or
2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment, and
3. Each subcontractor and supplier used on the project will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier's work that was paid by the Department; or
4. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier. Therefore, the subcontractors and suppliers listed on the DL-72 Contractor Certification of Payment to Subcontractors and Suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

THE TWELFTH PARAGRAPH IS CHANGED TO:

The Department will deduct and withhold 2 percent in retainage from the total Estimate amount for State Funded Projects. On State Funded Projects, the Contractor may not withhold subcontractor retainage that exceeds the amount of retainage that the Department withholds from the Contractor.

Regarding Federally Funded Projects, the Department will deduct and withhold 2 percent in retainage from the total Estimate amount, excluding amounts for subcontracted work, until Substantial Completion. Pursuant to 49 C.F.R. § 26.29(b)(1), the Contractor may not withhold retainage from a subcontractor on Federally Funded Projects.

109.06 MATERIALS PAYMENTS AND STORAGE

THE SUBSECTION IS CHANGED TO:

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds $25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.

PART 3 IS CHANGED TO:

3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials, a certification from the supplier that the material was paid for, and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

109.09 AUDIT

THE FIRST SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

All claims filed as specified in 107.12 and force account work are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, *et seq*.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.03.01 Performance Bond and Payment Bond
THE FIRST SENTENCE IS CHANGED TO:

Using bond forms issued by the Department, provide a performance bond and a payment bond to the Department within 14 days of the date of Award or Conditional Award.

151.04 MEASUREMENT AND PAYMENT
THE DEFINITION FOR THE VARIABLE C_F IS CHANGED TO:

C_F = Final Contract Price excluding adjustments for PERFORMANCE AND PAYMENT BOND.

SECTION 153 – PROGRESS SCHEDULE

Provide a bar chart progress schedule and update as requested by the RE.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office
THE FIRST PARAGRAPH IS CHANGED TO:

No field office is required.

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

158.03.04 Measurement and Payment
Measurement and payment will be made under:

Pay Item	Pay Unit
SILT FENCE	LINEAR FOOT
INLET FILTER, TYPE 2, 4'X4'	UNIT

SECTION 159 – TRAFFIC CONTROL

159.02.01 Materials
THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22.....902.01.01

159.02.02 Equipment
THE FOLLOWING EQUIPMENT IS CHANGED TO:

Arrow Board 1001.01
THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

Portable Variable Message Sign w/Remote Communication 1001.04
Portable Trailer Mounted CCTV Camera Assembly 1001.05

159.03.01 Traffic Control Coordinator
THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

159.03.02 Traffic Control Devices
THE FIRST PARAGRAPGH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

2. Construction Barrier Curb.
THE SECOND PARAGRAPH IS CHANGED TO:

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

PART 3 IS CHANGED TO:

3. Arrow Board. Provide an arrow board as specified in 1001.01.

PART 5 IS CHANGED TO:

5. Temporary Crash Cushion. Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department, will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor's lack of response to a damage notification, the Contractor agrees to pay the Department a sum of $3,000 for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all

times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

Upon removal of the crash cushion, cut anchor bolts at least 3 inches below the surface of the surrounding roadway. Repair HMA pavement as specified in 401.03.03. Repair concrete pavement as specified in Section 452.

PART 6 IS CHANGED TO:

6. **Traffic Control Truck with Mounted Crash Cushions.** Provide the RE with a copy of the crash cushion manufacturer's recommendations. Provide the RE a certified weigh ticket of the Traffic Control Truck with arrow board and mounted Crash Cushion. Position the traffic control truck to ensure that there is adequate stopping distance after impact and to prevent errant vehicles from traveling around the truck and endangering workers. When used in a fixed position, place manual transmission vehicles in second gear and place automatic transmission vehicles in park. Ensure that the parking brake is set and the wheels are set straight. Do not use traffic control trucks in place of other temporary impact attenuators for more than 24 hours. Relocate the traffic control truck as specified by the TCP, or as directed by the RE. Do not use the truck to carry additional equipment, materials, or debris. When using ballast, ensure that it is secured to the truck. Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.

159.03.03 Removable Black Line Masking Tape
THE ENTIRE SUBSECTION IS CHANGED TO:

Apply black line masking tape over existing traffic stripes as specified in 159.03.05. Ensure that the black line masking tape completely covers existing stripes. Replace black line masking tape that becomes loose after placement within 2 hours. When black line masking tape is no longer required or directed by the RE, carefully and completely remove without using heat, solvents, grinding, sanding, or water.

159.03.05 Temporary Pavement Marking Tape
THE ENTIRE SUBSECTION IS CHANGED TO:

Install tape according to the manufacturer's recommendations when the weather is favorable as determined by the RE. Do not install the tape during wet conditions. Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.

Install tape on dry surfaces having a surface temperature between 50 °F and 150 °F, when the ambient temperature is at least 50 °F and rising as determined by the National Weather Service (http://www.nws.noaa.gov/). When splicing is required, install the tape using butt splices. Do not overlap the tape.

Tamp the tape for initial adhesion and then apply pressure by driving a truck slowly over the tape several times. Maintain tape by replacing loose or damaged tape within 2 hours. Remove tape when no longer required or when directed by the RE.

The surface must be dry. Do not install tape when precipitation is imminent as determined by the RE. The RE will coordinate with the Contractor to install the tape when there is no anticipated precipitation. Install the tape in continuous lengths of 20 feet or less. Any continuous length of more than 20 feet must be removed and replaced at no cost to the Department. Ensure that the removable tape is capable of being removed manually, intact or in large pieces, at temperatures above 40°F, without the use of solvents, burning, grinding, or blasting and without damage to the underlying surface.

If conditions do not allow for the proper adhesion of the tape, use Latex Traffic Stripes, Latex Traffic Markings Lines, and Latex Traffic Markings Symbols as specified in 159.03.06.

159.03.06 Traffic Stripes, Latex ,Traffic Markings Lines, Latex and Traffic Markings Symbols, Latex
THE SUBPART IS CHANGED TO:

Apply latex traffic stripes and latex markings when they are required for 14 days or less. Apply epoxy traffic stripes and thermoplastic markings as specified in 610.03.01 and 610.03.02 when they are required for more than 14 days. For Contractor convenience, on pavement preservation projects, the Department will allow the Contractor to refresh latex traffic stripes and latex markings for stripes and markings required to be in place for more than 14 days and for each 14 day period thereafter. Do not refresh these stripes with epoxy or thermoplastic material. Apply latex traffic stripes and latex markings when the ambient and surface temperatures are at least 45 °F and rising and the surface temperature is no more than 140 °F. Apply the latex paint in a wet film thickness of 6 ± 1 mil. Apply glass beads to the wet paint in a uniform pattern and at the rate of 12 pounds per gallon of paint.

159.03.08 Traffic Direction
PART A IS CHANGED TO:

A. Flagger. Provide a flagger that has received formal training in flagging operations and the proper use of the STOP/SLOW paddle. The flagger must be able to demonstrate the abilities indicated in the current MUTCD and, when requested, demonstrate competency to the RE. Immediately replace flaggers who fail to demonstrate competency with a competent flagger. Ensure that flaggers wear a 360 degree high-visibility retroreflective orange safety garment meeting ANSI/ISEA Class 3, Level 2 standards. Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

PART B IS CHANGED TO:

B. Police. Police will be on-duty Law Enforcement Officers. Police are provided by the local government. The use of police services by the RE does not relinquish or diminish the Contractor's responsibilities for work zone safety.

Submit a request for police services to the Local Police Department at least 72 hours before beginning construction operations through Jobs4Blue or as directed by the Local Police Department.

Activities requiring police services include:

1. Traffic direction through signalized intersections, where the integrity of the existing traffic signal system is impacted or where an override of the signal is required.
2. Temporary closure of any lanes on Municipal or County roadways.

Emergency situations may prevent police from arriving at the scheduled date or time. The RE will not permit construction operations that, by law, require police services if police are unavailable. The Department will not accept claims for interruptions or delays resulting from any failure of police to arrive as requested.

The Contractor must notify State and local police of cancellations 24 hours in advance. At least 24 hours before the scheduled start of work, notify the RE of any work cancellation for which police services were requested.

159.04 MEASUREMENT AND PAYMENT
Measurement and payment will be made under:

Pay Item	Pay Unit
BREAKAWAY BARRICADE	UNIT
DRUM	UNIT
TRAFFIC CONE	UNIT
TRAFFIC DIRECTORS, MUNICIPAL POLICE	DOLLAR
CONSTRUCTION SIGNS	SQUARE FOOT

SECTION 160 – PRICE ADJUSTMENTS

THE ENTIRE SECTION 160 IS CHANGED TO:

160.01 DESCRIPTION

This Section describes the requirements for price adjustments for fuel and asphalt usage.

160.02 MATERIALS

(Intentionally Blank)

160.03 PROCEDURE

160.03.01 Fuel Price Adjustment

The Department will make price adjustments for fuel usage for Items listed in Table 160.03.01-1. Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting within period one and continuing past midnight of the fourteenth day into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing past midnight of the last day of the month into the first day of the next month will be included in period two.

The Department will calculate fuel price adjustments based on the pay quantities of listed Items using the fuel usage factors listed in Table 160.03.01-1.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the Estimates and the as-built quantity cannot be readily distributed among the time periods that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item's Estimate quantity is to the total of the Item's time period estimates.

Table 160.03.01-1 Fuel Price Adjustments

Items	Fuel Usage Factor
EXCAVATION, UNCLASSIFIED	0.50 Gallons per Cubic Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
DENSE-GRADED AGGREGATE BASE COURSE, 6 " THICK	1.00 Gallon per Cubic Yard
HOT MIX ASPHALT 9.5M64 or 12.5M64 SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT 19M64 BASE COURSE	2.50 Gallons per Ton
CONCRETE SIDEWALK, 4" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 8" THICK	0.25 Gallons per Square Yard
9" BY 18" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot

If an item listed in Table 160.03.01-1 has a payment unit which differs from that listed in Table 160.03.01-1, the Department will apply an appropriate conversion factor to determine the number of gallons of fuel used.

The Department will calculate fuel price adjustment using the following formula:

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

Where:

F = Fuel Price Adjustment
MF = Fuel Price Index for work performed in the time period immediately before the estimate cutoff date.
BF = Basic Fuel Price Index
G = Gallons of Fuel for Price Adjustment

The Department will post the Fuel Price Index every month on the Department's website: https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm.

THE LAST PARAGRAPH IS CHANGED TO:

The Basic Fuel Price Index is the Index which is listed for the month prior to the receipt of bids. For new work added that is eligible for Fuel Price Adjustment, the Basic Fuel Price Index is the index which is listed for the month the new work was added to the Contract. If the month prior to the receipt of bids or the month the new work was added has two Indices, the Index in effect for the first day of that month will govern for the Basic Fuel Price Index. If the Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

160.03.02 Asphalt Price Adjustment

The Department will make price adjustments for asphalt binder usage. The Department will calculate asphalt price adjustments based on the quantities of Items containing asphalt binder constructed.

Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting on the fourteenth day of the month and continuing past midnight into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing through midnight of the last day of the month into the first day of the next month will be included in period two.

The Asphalt Price Adjustment will be separated between asphalt binder grades PG 64S-22 and PG 64E-22. The price used for both the Basic and Monthly Price Indexes will be determined based on the performance grade of asphalt binder in the approved mix design for the asphalt mixture.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

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

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

Where:

A = Asphalt Price Adjustment

MA = Asphalt Price Index for work performed in the time period immediately before the estimate cutoff date.

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder[1]

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

For Tack Coat, Prime Coat, MICRO SURFACING EMULSION, SLURRY SEAL EMULSION, and FOG SEAL SURFACE TREATMENT, the Department will calculate the weight of asphalt as follows:

$$T = G \times C \times 0.00428$$

C = Petroleum content of the product

Use 100% for Tack Coat 64-22 and Tack Coat 64E-22

Use 60% for Polymer Modified Tack Coat, and all other emulsified asphalts

G = Gallons furnished

The constant 0.00428 is derived from the conversion factor of tons per gallon using 8.345 lbs/gallon for water and a factor of 1.025 for the specific gravity of asphalt binder.

The Department will not calculate an asphalt price adjustment for FOG SEAL STRIP.

The monthly asphalt price index, as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department. The Department will post the asphalt price index every month on the Department's website: https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm.

The Basic Asphalt Price Index will be the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of the month will govern for the Basic Asphalt Price Index.

The Monthly Asphalt Price Index will be that for the month that the work is constructed in. If work is constructed over the course of two or more months for a particular pay estimate, then multiple Monthly Indexes will be used corresponding to the date that the work was performed.

If the Asphalt Price Index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the RE.

160.04 MEASUREMENT AND PAYMENT

THE SUBSECTION IS CHANGED TO:

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

Pay Item	Pay Unit
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

THE SECOND PARAGRAPH IS CHANGED TO:

The Items FUEL PRICE ADJUSTEMENT and ASPHALT PRICE ADJUSTMENT must be included in the Proposal or added to the Contract to qualify for payment.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

PART A IS CHANGED TO:

A. Preparation. Construct SESC measures, as specified in 158.03.02, before clearing site.

THE FIRST PARAGRAPH IN PART B IS CHANGED TO:

B. Clearing and Grubbing. Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

201.04 MEASUREMENT AND PAYMENT
THE FOLLOWING IS ADDED:
Measurement and payment will be made under:

Pay Item	Pay Unit
CLEARING SITE	LUMP SUM
REMOVE EXISTING WALKS	SQUARE YARD
REMOVE EXISTING CURB	LINEAR FOOT

The Department will not make payment for the Item CLEARING SITE in excess of 95% of the lump sum bid until Completion.

SECTION 202 – EXCAVATION

202.03.01 Stripping
THE SECOND PARAGRAPH IS CHANGED TO:

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

202.04 Measurement and Payment

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
EXCAVATION, UNCLASSIFIED, TEST PIT	CUBIC YARD
EXCAVATION, UNCLASSIFIED (ONLY IF AND WHERE DIRECTED)	CUBIC YARD

Excavation unclassified, in the areas other than "boxed out" areas will be measured in the original position of the excavated materials by the cross section method, and the volumes of excavated material will be computed by averaging the end areas. The distance between cross sections for the purpose of averaging end areas will be measured as the distances between the points of intersection of the cross section and the base line, profile line, center line, curb line, or other such line on which the stationing for the cross sections is carried. The quantities of excavation for which payment will be made will be those shown in the Contract for the various items, provided the project is constructed essentially to the lines and grades shown on the plans.

If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities in any balance, or the entire project, either party shall have the right to request and cause the quantities involved to be measured as specified hereinafter.

When payment is made on a volume basis, all excavation will normally be measured into original position by using cross sectional measurements photogrammetry or electronic computing methods.

When cross sectional measurements are used, the preliminary or construction cross sections will be used as the base cross sections and the final cross sections plotted therein. Additional intermediary cross sections may be interpolated at points where necessary to more accurately determine the quantities.

The average end areas method will be used for computing the volume of earthwork except where it is impractical to measure material by the cross sectional method due to the erratic type or location of the work. In the event of such situation, the excavation may be measured by acceptable method involving three-dimensional measurements.

Computations for excavation in intersection areas and abandoned drainage systems will not be done by the average end areas method, but rather by a suitable method selected by the Engineer to provide an accurate quantity.

Computations for the excavation of "boxed out" areas in an existing roadway shall be based on the actual dimensions of the excavations ordered excavated and measured by the engineer or his representative.

Separate measurement and payment will not be made for saw cutting of any kind. The cost for this work shall be included in the unit price bid for each item requiring same.

Separate payment will not be made for escape ramps provided at the edges of pavement lifts or excavations but all costs thereof shall be included in the price bid for each item requiring same.

Unstable material disclosed in an embankment which was not constructed properly, in the Engineer's opinion, shall be removed and replaced at no additional cost to the owner.

Payment for excavation of unstable materials in cut sections disclosed by proof rolling and ordered by the Engineer shall be made based on the unit price bid for excavation, unclassified.

Payment for the removal of unsuitable material at the bottom of a bedding or other subsurface structure excavation shall be made based on the unit price bid for excavation, unclassified as listed in the bid form.

No separate payment will be made for the following but cost thereof shall be included in the respective unit prices submitted for the various items listed in the Proposal:

1. All excess and unsuitable excavation for which no use is shown on the plans or prescribed in the specifications shall be disposed of by the Contractor at sites to be provided by the Contractor outside the contract limits of the project.

2. Providing sheeting, shoring, bracing which would be pulled away or left in place as per direction of the Engineer.

3. Dewatering, if necessary, of whatever means.

No separate payment will be made for excavation required to install underground improvements or to provide bedding for all subsurface structures but the cost thereof shall be included in the respective unit prices submitted for the various items of subsurface structures listed in the Proposal.

No separate payment will be made for Pipe Bedding; rather the cost thereof shall be included in the unit prices of the various pipes in the proposal.

Backfill for the EXCAVATION OF TEST PITS and in the trenches for the various pipes, outside the roadway, shall be with suitable excavated material from the site (as approved by the Engineer) and will not be measured separately for payment rather all costs thereof shall be included in the respective items in the proposal.

Backfill for Excavation of Test Pits and in the trenches for the various pipes within the roadway shall be with suitable excavated material from the site, with Dense Graded Aggregate or Coarse Aggregate NJDOT Type 57 granular backfill, as directed by the Engineer. Backfill with suitable excavated material from the site will not be measured for payment rather all costs thereof shall be included in the respective items in the proposal. The quantity for Dense Graded Aggregate and Coarse Aggregate NJDOT Type 57 granular backfill that will be paid for will be the amount of material placed as directed by the Engineer and shall be measured in place by the cubic yard and paid for as specified in Section 302 and 601.

Separate payment will not be made for cut, removal and disposal of existing concrete roadway base.

Separate payment will not be made for disposal of concrete roadway base or any unsuitable material to the disposal facility.

Separate measurement or payment will not be made for residential hot mix asphalt driveway excavation and disposal associated with driveway or apron removal and replacement. Cost of same shall be included in the bid price for all items requiring same.

Separate measurement and payment will not be made for the removal of existing pipes and structures called out to be removed on the plan. Cost of same shall be included in clearing site.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 302 – AGGREGATE BASE COURSES

302.01 DESCRIPTION

The following is added to this Article of the Standard Specifications:

The Contractor is herein advised that the use of imported recycled material as an alternate to dense graded aggregate is subject to the submission of gradation test results and priority pollutant plus forty test results indicating the material is acceptable for the intended use in accordance with NJDEP criteria and requirements. One set of test results per source shall be provided for every 1000 cubic yards of imported material provided that a minimum of one set of results is submitted per street. Further, any recycled material to be utilized must come from a State licensed recycling facility.

302.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
DENSE-GRADED AGGREGATE BASE COURSE, 6” THICK	CUBIC YARD

Measurement by the cubic yard shall be based on the compacted thickness as determined in accordance with 302.03.1D.

Dense graded aggregate by the cubic yard will not be measured for bedding or backfill of proposed storm sewer, sanitary sewer, or water lines. Cost of same shall be included in all items requiring same.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials
THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22, PG 64S-22.....902.01.01

401.03.01 Milling

A. HMA Milling.

Stage	Max. Time Interval Allowed
Milling and final paving	72 hours

C. Micro-Milling and Profile Milling.
THE FOLLOWING IS ADDED AT THE END:

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

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

Stage	Max. Time Interval Allowed
Milling and final paving	72 hours

401.03.03 HMA Pavement Repair
THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

401.03.03 HMA Repair

A. HMA Pavement Repair. Arrange a project site meeting with the RE to establish the limits of HMA pavement repair. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

If potholes are discovered, notify the RE immediately. The RE may immediately direct repairs of small areas. The RE may require further evaluation of a large area to determine the need for additional milling and paving.

Perform HMA repairs as a separate operation before milling, paving, and other surface treatments. The Contractor may request approval of the RE to perform the repair work as one operation with the paving or surface treatment.

HMA repairs may be performed on full depth HMA pavement or on composite pavement (HMA over concrete pavement). For full depth HMA pavement, sawcut existing HMA pavement to a depth of 8 inches. For composite pavement, sawcut existing HMA to a depth of 8 inches or up to the top of concrete, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material within the boundary of the sawcuts to form rectangular openings with vertical sides to a depth of 8 inches for HMA pavement, or to the top of concrete for composite

pavement. A milling machine may be used to remove damaged pavement to form the repair areas if approved by the RE.

After the existing damaged HMA and loose material has been removed, the RE will examine underlying material to determine its condition.

If the base of the repair area is unbound material, then shape and compact the unbound material to produce a firm and level base.

If water exists in the area, remove the underlying material to the depth as directed by the RE. Place geotextile, then place and compact coarse aggregate to required grade to provide for a minimum 8 inch thick HMA pavement repair. Compact coarse aggregate as specified in 203.03.02.B.3.

If the base of the repair is HMA or concrete pavement, then ensure that the remaining pavement is cleaned and dry prior to applying tack coat.

Apply tack coat at an application rate of 0.15 gallons per square yard to the vertical surfaces and base of the opening. Spread and grade HMA surface course mix in the opening as specified for the roadway surface or a HMA surface course mix approved by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.07.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with, or 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

B. HMA Longitudinal Joint Repair. Arrange a project site meeting with the RE to establish the limits of HMA longitudinal repair areas. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

Mill 2 feet wide, unless directed otherwise by the RE, centered over the HMA longitudinal joint, rumble strip, longitudinal distress areas or any combination of the three, as shown on the Plans and as directed by the RE. Mill to a minimum 2 inches in depth, or as required to remove the damaged pavement. For distress areas wider than 4 feet, the RE may direct the use of HMA pavement repair as specified in 401.03.03.A.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the repair area before proceeding with the repair.

Apply polymerized joint adhesive to the vertical surfaces of the repair area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to the bottom surface of the repair area. Obtain RE approval of the repair area before proceeding with the repair. Spread and grade Hot Mix Asphalt 9.5M64 Surface Course in the repair area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 ºF. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

401.03.07 HMA Courses

A. Paving Plan.
PART (4) IS CHANGED TO:

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

D. Transportation and Delivery of HMA.
THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.

J. Ride Quality Requirements.

4. Quality Acceptance.

a. Pay Adjustment.

401.04 MEASUREMENT AND PAYMENT
REPLACE THIS SUBSECTION WITH THE FOLLOWING:

Measurement and payment will be made under:

Pay Item	Pay Unit
HOT MIX ASPHALT MILLING, 3” OR LESS	SQUARE YARD
HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2” THICK	TON
HOT MIX ASPHALT 12.5M64 SURFACE COURSE, 2” THICK	TON
HOT MIX ASPHALT 19M64 BASE COURSE, 6” THICK	TON
TACK COAT	GALLON
POLYMERIZED JOINT ADHESIVE	LINEAR FOOT

Separate payment will not be made for asphalt cement in hot mix asphalt.

HMA base course, 6” thick has been specified for trench repair on municipal roadways to meet existing grades. Following 90 day trench settling period (or length as directed by Engineer, upper 2” of HMA base shall be included in curb to curb milling, leaving a minimum 4” of HMA base ultimately incorporated into the improvements.

Separate payment will not be made for hot mix asphalt utilized for driveway and casting ramps, temporary trench repair, walkways and access drives. The cost thereof shall be included in the unit prices bid for those items as listed in the Bid Form. Asphalt used for permanent trench repair shall be measured and paid for under items for Hot Mix Asphalt Base Course.

The quantity of milling for which payment will be made will be the actual area milled without deduction of areas occupied by manholes and similar structures within the payment area.

No separate measurement and payment shall be made for sawcutting. Cost of same shall be included in all items requiring same.

Should the Engineer direct additional passes of hot mix asphalt milling, the area of additional depth below 3 inches will also be measured for payment for each pass required up to 3 inches in depth.

Bidder is advised the sections of the roads within the project limits include concrete road base. No separate pavement shall be made for profile milling of concrete base, if and where required. Cost of same shall be included in HMA milling, 3” or less.

SECTION 513 – RETAINING WALLS

513.04 MEASUREMENT AND PAYMENT
REPLACE THIS SUBSECTION WITH THE FOLLOWING:

Measurement and payment will be made under:

Pay Item	Pay Unit
MODULAR BLOCK RETAINING WALL (ONLY IF AND WHERE DIRECTED)	SQUARE FOOT
CAST IN PLACE RETAINING WALL (ONLY IF AND WHERE DIRECTED)	SQUARE FOOT

Above items will be utilized if and where directed by the Engineer for the reconstruction of residential landscape and retaining walls, generally measuring four (4) feet in height or less shall be provided if necessary for the replacement of water and sewer service lines. The Contractor shall take all steps to mitigate the need to disturb walls, including trenchless utility installation where feasible.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.02 MATERIALS
THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe 909.02.02

601.03.01 Pipe

B. Excavating.
THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP) pipe. Backfill the undercut with Class C bedding.

D. Installing Pipe
THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

Before the installation of HDPE and polypropylene (PP) pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE and polypropylene (PP) pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

E. Joining Pipe.
THE LAST PARAGRAPH IN PART E IS CHANGED TO:

Do not use split couplings to join field-cut HDPE and polypropylene (PP) pipe unless approved by the RE. Ensure that joints are bell and spigot type, or bell and spigot type with a gasket, according to ASTM F 477, to provide a silt-tight seal. Construct pipe connections according to the manufacturer's recommendations for assembly of joint components, lubrications, and making of joints. Ensure that the pipe fittings are free of inclusions and visible defects. Cut the ends of the pipe squarely so as not to adversely affect joining.

F Backfilling.
THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

When using corrugated aluminum pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with Class C bedding. When using HDPE and polypropylene (PP) pipe, backfill from the bottom of the trench to 1 foot above the top of the pipe with Class C bedding. When using pipe other than corrugated aluminum, HDPE or polypropylene (PP) pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with suitable excavated material free from stones and rock larger than 2 inches in any dimension. For distances 2 feet above the top of the pipe, backfill using suitable excavated material.

601.03.03 End Section
THE SECOND PARAGRAPH IS CHANGED TO:

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE and polypropylene (PP) pipe.

601.03.04 Underdrain

A. Excavating.
THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP). Backfill the undercut with Class C bedding.

601.03.06 Video Inspection of Pipe
THE SECOND PARAGRAPH IS CHANGED TO:

Perform the video inspection in dry pipe conditions to ensure viewing of the entire pipe circumference. Ensure that a visual numerical registration of the distance the video camera is traveling from the starting point to the ending point within the pipe drainage structure is recorded on the digital footage at all times. Also, ensure that the name of the pipe run and the name of the structure is recorded on the digital footage at all times. Stop the video camera at all joints, lateral connections, breaks, and irregularities to ensure full view at these locations. Ensure that the video provides clear, sharply focused pictures. The Department will not accept blurred or out of focus footage. Submit color digital footage of the inspection to the RE to become the property of the Department. Number the files sequentially and provide a corresponding index for all videos, listing the location, date, size and type of pipe, cross or longitudinal drains, berm, slope, and similar identifying information.

601.03.07 Deflection Inspection of HDPE Pipe
THE SUBPART HEADING IS CHANGED TO:

601.03.07 Deflection Inspection of HDPE Pipe and Polypropylene (PP) Pipe
THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Test approximately 25 percent of the length of HDPE and polypropylene (PP) pipe for deflection no sooner than 30 days after installation.

601.04 MEASUREMENT AND PAYMENT
THE FOLLOWING ITEMS ARE ADDED:

Pay Item	Pay Unit
15” REINFORCED CONCRETE PIPE, CLASS V	LINEAR FOOT
18” REINFORCED CONCRETE PIPE, CLASS V	LINEAR FOOT

SECTION 602 – DRAINAGE STRUCTURES

602.03.03 Set Casting, Reset Casting, and Reconstructed Inlet and Manhole
THE FIRST PARAGRAPH IS CHANGED TO:

When modifying less than 1 foot of an inlet or manhole, set a new casting, or reset the existing casting. When modifying 1 foot or more of an inlet or manhole, reconstruct the inlet or manhole.

Existing inlet and manhole castings which are no longer required, due to replacement or reconstruction, shall become the property of the Owner unless otherwise directed by the Engineer.

The work associated with the reconstruction of existing inlets and manholes shall include, but is not necessarily limited to, the removal and replacement of existing deteriorated ladder rungs, installation of absent ladder rungs, the replacement of missing bolts, the removal and reconstruction of deteriorated walls or portions of walls and walls constructed of materials other than concrete or concrete block and concrete brick,

the disposal of deteriorated masonry, the grouting of all open joints and plastering of block walls, the filling of all block cells with concrete, the reconstruction of deteriorated channels and inverts, the trimming of pipes flush with walls, the resetting and regrouting of existing castings and backplates, the replacement of damaged castings, grates or covers where damaged or ordered, the removal of all sedimentation and debris and all else necessary to make the inlet water tight and structurally sound.

602.03.09 Sewer As-Built Plan

Upon completion of the storm sewer work, submit to the Engineer a scaled as-built plan noting the location of the items of storm sewer construction. On the plan, show stationing, distance references to the curb line, and 3 ties for each structure type, casting elevations, pipe sizes, materials, inverts, length, diameters, and slopes. As-built plans shall be provided in electronic AutoCAD format and be tied into New Jersey State Plane Coordinates and NAVD88 vertical datums.

602.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
INLET, TYPE 'B'	UNIT
RECONSTRUCT INLET, TYPE B, USING EXISTING CASTING	UNIT
STORM SEWER AS-BUILT PLAN	LUMP SUM

SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Measurement and payment will be made under:

Pay Item	Pay Unit
CONCRETE SIDEWALK, 4" THICK	SQUARE YARD
CONCRETE DRIVEWAY, 6" THICK, REINFORCED	SQUARE YARD
CONCRETE SLOPE GUTTER, 8" THICK	SQUARE YARD
HOT MIX ASPHALT DRIVEWAY, 2" THICK (ONLY IF AND WHERE DIRECTED)	SQUARE YARD
DETECTABLE WARNING SURFACE	SQUARE YARD
RESET PAVERS	SQUARE YARD

The following is added:

Separate payment will not be made for welded steel wire fabric provided in concrete walks and driveways, or for the dense graded aggregate under the concrete and HMA driveways and sidewalks.

Payment for sidewalks shall also include all grading of adjacent turf areas necessary to provide a minimum slope of 2% and a maximum slope of 3:1.
Add the following to this Article:

Causes for Rejection of Concrete Walks and Driveways

Concrete walks and driveways shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

A. Staining or discoloration of concrete sidewalk.

B. Walk or driveway is out of alignment.

C. Walk or driveway is out of grade.

D. Joints and surfaces are improperly finished.

E. Expansion joints protrude from concrete.

F. Cracks, chips, or other damages occur during construction or maintenance period.

G. Settlement of walk or driveway.

H. Inspection not asked for prior to pouring of concrete.

I. Improper vibration of concrete.

J. Vandalism during initial setup of concrete.

Payment for the removal and disposal of existing walks and driveways shall be made as specified in Sections 201 and 202.

Separate payment will not be made for removal, disposal, and replacement of walks and driveways rejected due to the causes of rejection listed above.

SECTION 607 – CURB

607.01 DESCRIPTION
THE PARAGRAPH IS CHANGED TO:

This Section describes the requirements for constructing concrete curb, granite curb, and HMA curb, for resetting granite curb, and for cutting concrete vertical curb.

607.02.01 Materials
THE FOLLOWING IS ADDED:

Epoxy Waterproofing.....912.02.02

607.02.02 Equipment
THE FOLLOWING IS ADDED:

Concrete Vertical Curb Saw.....1008.07
THE FOLLOWING SUBPART IS ADDED:

607.03.08 Sawcut Vertical Curb

The RE will determine if the existing concrete vertical curb is suitable for sawcutting. Construct cast in place curb as specified in 607.03.02 if the existing curb exhibits visible cracking or deterioration or both.

Provide a concrete vertical curb saw as specified in 1008.07. Construct erosion control measures as specified in 158.03.02. Set the concrete vertical curb saw height to the desired vertical curb face height. Sawcut the vertical curb to within ±1/2 inch of the desired curb face dimension. Sawcut grooves as specified in 507.03.02.L to transition height differentials.

Finish the sawcut concrete vertical curb as specified in 607.03.01.E. Seal sawcut concrete with epoxy waterproofing as specified in 504.03.03. Prepare sawcut surface of concrete vertical curb according to manufacturer's directions before applying epoxy waterproofing.

Dispose of cut material as specified in 201.03.01.H.

607.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
9" x 18" CONCRETE VERTICAL CURB	LINEAR FOOT
8" x 20" CONCRETE VERTICAL CURB	LINEAR FOOT
CONCRETE CURB AND GUTTER	LINEAR FOOT

Separate measurement and payment will not be made for steel plate curb treatment or for grinding roots where necessary in order to install curb whether or not steel plate curb treatment is ordered. The same shall be measured as concrete curb.

Separate measurement and payment will not be made for expansion joints nor for dense graded aggregate base course provided under concrete curb and gutter sections.

Add the following to the Article:

Causes for Rejection of Curb

Concrete curb or curb and gutter shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

A. Staining or discoloration of curb.

B. Curb is out of alignment.

C. Curb is out of grade.

D. Expansion joints are not perpendicular to roadway.

E. Joints and surfaces are improperly finished.

F. Expansion joints protrude from curb.

G. Cracks, chips, or other damage occur in construction or maintenance period.

H. Settlement of curb.

I. Inspection not asked for prior to pouring curb.

J. Improper vibration of concrete.

K. Vandalism during initial setup of concrete.

L. Excessive laitance or efflorescence

Payment for asphalt impregnated expansion joints in concrete curbing and along the face of concrete curbing abutting Portland cement concrete pavement shall be included in the unit price bid for concrete curb as listed in the bid form.

Payment for the regrading of adjacent turf areas to provide a minimum slope of 2% and maximum slope of 3:1 shall be included in the unit prices bid for the various types of curb as listed in the bid form.

Separate payment will not be made for dense graded aggregate under proposed curb and/or curb and gutter sections.

Payment for the removal and disposal of existing curb shall be made as specified in Section 201.

Separate payment shall not be made for the saw cutting of roadway or for excavation of roadway material within the specified limits for the installation of curb. Same shall be included in the linear foot price for the various types of curbs.

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

610.04 MEASUREMENT AND PAYMENT
This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
TRAFFIC STRIPES, 4”, THERMOPLASTIC	LINEAR FOOT
TRAFFIC MARKINGS	SQUARE FOOT

SECTION 612 – SIGNS

612.02 MATERIALS
THE FOLLOWING MATERIAL IS CHANGED TO:

Steel “U” and Square Tube Post Sign Supports 911.02.01

612.04 MEASUREMENT AND PAYMENT
Measurement and payment will be made under:

Pay Item	Pay Unit
REGULATORY AND WARNING SIGN	SQUARE FOOT

Separate payment will not be made for sign relocation. Payment for same shall be included in unit price bid for clearing site.

Payment for sign relocation included in clearing site shall include posts, installation, hardware, and all other associated work and materials for a complete installation.

All signs set or relocated shall be installed on breakaway U-posts. Cost of same shall be included in all items requiring same.

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.01 DESCRIPTION

The following is added:

The Contractor shall provide all labor, all pipe, fittings, valves, gaskets, bolts, nuts, polyethylene encasement, and other materials, equipment, special services and all else necessary to furnish, install, flush, test, and disinfect all buried water lines on the site as required by the plans and Specifications to fulfill the intent of same. Excavation, bedding, backfill, and disposal of excess material shall conform to Section 207.

All buried water lines shall be cement lined cast iron or cement lined ductile iron.

The Contractor shall provide all labor, materials, and equipment necessary to construct new water services or relocate existing water services at the locations indicated on the plan or as directed by the engineer and as detailed in the applicable sections of these specifications. The Contractor shall furnish all necessary adapters, connections, and fittings to connect new or relocated services to the existing building services.

The Contractor shall furnish and install new fire hydrant assemblies at the locations shown on the contract plans and in accordance with construction plan details. Each hydrant shall be provided with a 6-inch buried isolation gate valve as specified elsewhere. The work may also include the relocation of existing hydrant assemblies.

This work shall consist of resetting or raising existing water valve boxes and water service boxes to the finished grade only if and where ordered.

651.02 MATERIALS
The following is added:

Roadway trench repair materials shall conform to the following:

Dense Graded Aggregate Base Course	901.10
Hot Mix Asphalt	902.02

Pipe materials shall conform to the following:

DUCTILE IRON PIPE

Ductile iron pipe shall be centrifugally cast cement-lined, shall be suitable for water service, and shall conform with the ANSI A21.51 (AWWA C-151) Ductile Iron Pipe. Cement linings shall conform with ANSI A21.4-1964 and shall also receive a bituminous seal coat. The pipe exterior shall receive a standard foundry coal tar dip coating. All ductile iron pipe shall be minimum pressure Class 200 psi and pipe thickness shall be minimum Class 52 for sizes 8" through 20" with depth of cover from 4' to 10' except for flanged pipe which shall be Class 53 and grooved pipe and pipe within railroad right-of-way which shall be Class 56. Pipe thickness classes for larger sizes or greater depths shall be as required by the Engineer. All pipe shall be furnished in 18 to 20 feet nominal lengths.

JOINTS

All main pipe joints shall be the "Push-on" type with rubber gasket conforming to ANSI A21.11 (AWWA C-111) or of the mechanical joint type. Mechanical joints will be required when connecting to existing mains. Pipe plain ends shall be suitably beveled to permit easy entry into the bell. EACH JOINT SHALL BE

PROVIDED WITH TWO BRONZE WEDGES SECURELY DRIVEN BETWEEN THE OUTSIDE OF PIPE AND INSIDE OF BELL IN ACCORDANCE WITH MANUFACTURER`S RECOMMENDATIONS IN ORDER TO PROVIDE ELECTRICAL CONTINUITY.

All jointing shall be in strict accordance with the manufacturer's recommendations.

FITTINGS (UNDERGROUND)

All water main fittings shall be cast iron or ductile iron fittings with cement lining, interior bituminous seal coat and standard exterior coal tar dip coating. Cast and ductile iron fittings shall conform to ANSI 21.10. Mechanical joints and push-on joints shall conform with ANSI 21.11.

All mechanical joint fittings and push-on joint fittings shall be installed strictly in accordance with both the pipe and fitting manufacturer's recommendations specifically with regard to permissible torque of bolts and the effective sealing of the joint. If effective sealing is not attained at the maximum recommended torque the joint shall be disassembled and reassembled after thorough cleaning and if necessary with a new gasket. Overstressing the torque of bolts to compensate for poor installation procedures will not be permitted.

GATE VALVES (UNDERGROUND)

Gate valves shall conform with all applicable provisions of standard Specification AWWA C-509-87 (as amended) for Resilient Seal Wedge Gate Valves. Buried gate valves shall be iron body, inside manganese bronze mounted disk parallel seat and "O" ring seals. The interior of the valve and gate shall be coated with a synthetic rubber or epoxy compound to provide a durable gate seating surface and protection against abrasion, tuberculation, scale, etc. The valve shall have a full bore, unobstructed flow path for full flow capacity. All valves shall open counter clockwise, shall be set plumb, and shall be furnished with a 2 inch square operating nut. Valves shall be of the non-rising stem type and shall be as manufactured by U.S. Pipe Co., Kennedy Valve Co., Mueller Co., or approved equal.

All valves up to 12" diameter shall be supplied with mechanical joint ends, shall be suitable for working pressures to 200 PSI and shall be installed in the vertical position. Valves larger than 12" diameter shall be suitable for working pressures to 150 psi, shall be installed in the horizontal position and shall be provided with bevel gear operator and enclosed grease case. All valves larger than 12" diameter shall also be provided with a 3 inch bypass valve (with separate valve box) and rollers, horizontal tracks and scrapers. Lubrication instructions and parts lists shall be furnished in triplicate for each type of valve provided. No valves shall be ordered without first obtaining the approval of the manufacturers and style from the Engineer.

VALVE BOXES

All buried valve boxes shall be 2 piece sliding type cast iron valve boxes. Where valves are deeper than 4'-0" extension stems shall be provided to within 2'-0" of the ground. All extension stems shall be of heavy duty construction, shall be coated with 2 coats of asphaltum varnish, and shall be provided with a self centering ring to maintain the stem in the center of the valve box. Each valve box shall be Catalog Figure 120 as manufactured by Kennedy, Mueller Company Catalog No. H-10364, U.S. Pipe Company, or approved equal.

All valves boxes and extension stems shall be set plumb. All valve box covers shall have the word "water" and an arrow indicating the direction of valve opening cast on. Concrete block shall be poured around all valve boxes not set in paved area as shown on the detail sheet.

After completion of the project, the Contractor shall furnish the owner with two (2) adjustable valve wrenches suitable for operating all valves.

FIRE HYDRANT ASSEMBLIES

The hydrant shall be a three way hydrant with two (2) 2 1/2 inch hose nozzles and one (1) 4 1/2 inch pumper nozzle. The nozzles shall have the Municipality's Standard threads. The operating nut shall be a 1 1/8 inch pentagon. The hydrant main internal valve opening shall be 5 1/4 inches. The hydrant shall be a traffic model with hydrant barrel made up of two sections with a break feature flange. Each hydrant shall be Mueller Company, No. A-423 or approved equal.

The hydrant shall be suitably restraint rodded to the isolation valve and the valve shall be restraint rodded to the water main tee.

The hydrant shall have a 150 psi working pressure and a 300 psi test pressure rating. The hydrant shall meet the requirements of AWWA C 502, latest revision and be enamel painted in accordance with the Owner's color code.

WATER SERVICE CONNECTIONS AND RELOCATIONS

Pipe: Copper piping for underground service shall be Type "K" soft annealed seamless copper water tube, ASTM B88 72, with approved brass flared joint fittings.

Service Fittings: All service fittings shall be forged of waterworks bronze alloy and be as manufactured by the Mueller Company or approved equal.

Corporation Stops:	Mueller 15000 (or approved equal)
Curb Stop:	Mueller No. 15204 (or approved equal)
Curb Box:	Mueller cast iron extension type with arch pattern base (or approved equal)
Connectors:	Mueller 110 flared type (or approved equal)

651.03 Construction

651.03.01 Water Pipe
The following is added to this sub section:

CONNECT PROPOSED MAIN TO EXISTING MAIN

At the locations shown on the Contract Drawings where the water line tie-ins are to be made, the Contractor shall excavate a test pit in order to determine the exact location and size of the existing water mains and to verify that the existing water mains and valves are adequately restrained.

The size of the existing water mains shall be confirmed prior to the ordering of any materials. Any discrepancies between actual conditions and the Construction Drawings shall be brought to the immediate attention of the Engineer.

At the locations shown on the Contract Drawings where the proposed water mains are to be connected to the existing water mains, the Contractor shall utilize the appropriate size bends, fittings, reducers/increasers, offset type bends, restrained joints and/or couplings necessary to complete the required connections.

For connections between different types or outside diameter pipes, the existing main shall be connected to the proposed ductile iron pipe by means of a transition coupling manufactured by Dresser Style 62/162 or approved equal. For connections between same type and outside diameter pipes, couplings shall be Dresser Style 38/138 or approved equal. Said coupling shall be installed in accordance with the manufacturer’s recommendations.

The flexible couplings shall be of a gasketed, sleeve-type, with diameter to properly fit the pipe. Each coupling shall consist of one (1) steel middle ring, two (2) steel followers, two (2) Grade 27 rubber-compounded wedge section gaskets and sufficient hot dip galvanized track-head steel bolts to properly compress the gaskets.

The middle ring followers of the coupling shall be factory prime and top epoxy coated of true circular sections free from irregularities, flat spots, or surface defects. They shall be formed from mill sections with the follower-ring section of such design as to provide confinement of the gasket. After welding, they shall be tested by cold expanding a minimum of 1% beyond the yield point.

The coupling bolts shall be hot dip galvanized of the elliptic-neck, track-head design with rolled threads. The manufacturer shall supply information as to the recommended torque to which the bolts shall be tightened. All bolt holes in the followers shall be oval for greater strength.

The gaskets of the coupling shall be Grade 27 rubber composed of a crude or synthetic rubber base compounded with other products to produce a material which will not deteriorate from age, from heat, or exposure to air under normal storage conditions. It shall also possess the quality of resilience and ability to resist cold flow of the material so that the joint will remain sealed and tight indefinitely when subjected to shock, vibration, pulsation and temperature or other adjustments of the pipe line.

The couplings shall be assembled on the job in a manner to insure permanently tight joints under all reasonable conditions of expansion, contraction, shifting and settlement, unavoidable variations in trench gradient, etc.

Pipe cutting methods that produce a smooth, square cut end without damage to the pipe cutters, rotating blades, or other approved equipment when properly used, are acceptable. Abrasive disks are not recommended unless special precautions are taken. The ends of the cut pipe to remain shall be machined by utilizing field lathes designed for this purpose to insure that the diameter profile, and roundness meet the pipe manufacturer's specifications. Joint restraint shall be installed in accordance with the direction of the Engineer.

The Contractor shall coordinate any shut-down of the existing water mains with the municipality prior to making any connections.

All fittings used to connect the existing and proposed water mains shall be as approved by the Engineer and in accordance with the requirements of the Specifications.

A. Scheduling of Work and Interruption to Water Service

B. Existing Utilities and Structures

C. Excavating

D. Handling of Pipe and Accessories

This sub section is amended as follow:

Pipe and other accessories shall be handled with care to avoid damage. The interior of all pipe and accessories shall be kept free of dirt and other foreign material at all times.

Pipe will be lowered into the trench by means of ropes, slings or other suitable means. In no case shall pipe or accessories be dumped or dropped into the trench. Pipe and accessories will be inspected for damage or defects prior to installation. Ends of the pipe and flanges will be wiped clean prior to joining the pipes.

E. Installing Water Pipe

This subsection is amended as follow:

1. WET TAP INSTALLATION

Where shown on the drawings or as required by the specifications, the Contractor shall connect to existing water mains under system pressure utilizing tapping sleeves, valves and a water main drilling machine. Prior to ordering the sleeves, the Contractor shall be responsible for determining the size and material of the water main to be connected to.

The tapping sleeves shall be of the split sleeve bolt-on type with mechanical joint end connections. The mechanical joint connections shall be provided with totally confined end duck tipped gaskets to resist cold flow and creep. The sleeves shall be rated for working pressure of 200 psi. Prior to placing the sleeve onto the main to be drilled, the main shall be thoroughly cleaned down to the original pipe material in order to insure the water and pressure tight fit of the sleeve. The tapping sleeve shall be Mueller Company Model H-615 for sleeve less than 10" diameter and H-616 for sleeves 10" and larger, Kennedy Square Seal, U.S. Pipe, Smith Dual Compression Seal, or approved equal.

Where shown on the drawings, tapping sleeves shall be compatible for use with the material of the existing water mains.

The tapping valve shall be a non-rising stem gate valve, as described in a previous section of the Specification. The tapping valve shall have flanged to mechanical joint end connections. Valves shall comply with AWWA C509-87 (as amended) for resilient seal wedge gate valves. The water main tapping shall be made by a drilling machine specifically designed for water main connections under pressure. Upon the attachment of the tapping sleeve and valve and drilling machine to the main, the entire assembly shall be pressure tested in accordance with Subsection 651.03.01.F prior to making the cut. The drilling machine shall be air or gasoline motor operated. The use of manually operated machines will not be permitted. The drilling machine shall be equipped with a tungsten-carbide tipped shell cutter and pilot drill.

The Contractor shall provide competent and qualified personnel, completely familiar with the operation of the drilling machine, and thoroughly familiar with the operation of tapping water mains under pressure.

A concrete slab shall be poured under the body of the tapping valve AFTER the completion of the tapping operation in such a manner that will not affect any future work on the joints or of valve parts.

All equipment and materials shall be sterilized before installation.

2. PIPE INSTALLATION

A. OPEN TRENCH METHOD

Pipe laying shall start at the low end unless otherwise approved by the Engineer. Excavation for the pipeline will conform to the lines and grades shown on the drawing. The width of the trench at the point six inches above the top of the pipe will be no more than two feet plus the diameter of the pipe. The width of the trench at the ground surface may vary depending on the depth of the excavation and character of material, but shall be kept to a minimum.

The pipe shall be bedded and covered with suitable granular material as shown on the construction detail drawings.

Each section of pipe will be laid so that it is in contact with the bedding material for its full length. Recesses will be excavated for couplings. Pipe will not be supported by couplings, blocks, bricks, or similar devices.

Cutting of pipe sections shall be done only by experienced men using methods recommended by the manufacturer in a manner that will result in a smooth end normal to the axis of the pipe.

Prior to connecting pipe sections all plain ends shall be beveled in accordance with the manufacturer's recommendations.

Pipe shall be laid to the grade shown on the contract drawings and shall have a minimum cover of 4.0 feet. The Contractor shall take all necessary precautions to insure that the pipeline is laid at a continuous grade upward from low points to high points in order to insure that intermittent high points are not created which would require the installation of additional means of air release.

E. POLYETHYLENE ENCASEMENT

Where shown on the drawings the Contractor shall provide ductile iron pipe and fittings with an 8 mil thick polyethylene film encasement. The polyethylene film encasement shall be effective in isolating the pipe surface from contact with corrosive environments.

Polyethylene encasement shall be as manufactured by Clow Corporation or U.S. Pipe or approved equal.

F. Hydrostatic Pressure Testing and Leakage Testing

Delete the entire article and substitute the following:

TEST REQUIREMENTS

The entire pipeline will be tested for water tightness by exfiltration test in conformance to AWWA C600-05 except as modified herein. Length of pipe sections to be tested will be determined in advance in conjunction with the engineer or his inspector.

The Contractor shall provide all labor and equipment necessary to perform the testing of the pipeline including the installation of corporation cocks where necessary for testing or for bleeding air from the test section. The pipe shall be tested in the presence of the engineer and representatives of the New Jersey Department of Environmental Protection if required as stipulated in Division 1 of the specifications.

The Contractor shall fill the line completely with water; all air shall be expelled and an exfiltration test made. The pipeline will be tested under a minimum hydrostatic pressure of 150 psi based on the lowest elevation of the pipeline. Test pressure shall not be less than 100 psi at the highest point along the test section when allowed by the Engineer. The maximum leakage permitted will be 11.65 gallons per inch diameter per mile per day while maintaining the test pressure with an allowable tolerance of 5 psi maximum. The duration of the test shall be 2 hours.

Should the test indicate a leakage rate greater than that permitted, the Contractor shall at his own expense locate and repair or rebuild the defective portion of the main responsible for the leak.

The test shall then be repeated until it is found that the leakage is within the allowable limit. The Contractor shall furnish all water, hose, pumps, test plugs, measuring devices and all other items that may be required for test purposes.

All tests must be witnessed by the engineer or his representative before the pipeline will be accepted. THE CONTRACTOR IS CAUTIONED THAT A WATER TIGHT PIPELINE IS OF PRIME IMPORTANCE.

G. Backfilling

H. Disinfection/Bacteriological Testing

The following is added to this article:

FLUSH MAINS

All mains shall be flushed thoroughly with water after backfilling is complete. All dirt, rubbish and debris shall be removed from the mains. The Contractor shall furnish and install all temporary piping and hose which may be necessary to properly flush the pipeline.

The Contractor shall be responsible to make his own arrangements for water and if necessary obtain permission from the water department in the event he wishes to obtain flushing water from the municipal water system. No hydrants shall be opened without prior approval of the water department. Standard hydrant wrenches shall be used to open and close hydrants.

STERILIZATION

All piping shall be thoroughly cleaned, flushed, and sterilized in accordance with the requirements of AWWA C651-05 (as amended) "Standard for Disinfecting Water Mains" latest edition. After the pipeline has been sterilized in accordance with the aforementioned specifications, all chlorinated water shall be completely flushed from the new pipeline and appurtenances specifically from all reaches of the line, until the water throughout the line is equal in chemical and bacteriological quality with the water in the existing mains, or as requested by the Engineer.

The Contractor is responsible to provide all materials, equipment and labor to perform the flushing and sterilization of the new water lines as many times as necessary if the initial treatment is not adequate and until tests show the waterline meet the aforementioned requirements.

Following the completion of the flushing and sterilization procedures, samples, shall be taken and analyzed by a recognized testing laboratory and a certified report shall be submitted to the Engineer for approval.

ALL WATER LINES AND APPURTENANCES SHALL BE THOROUGHLY FLUSHED AND STERILIZED IN ACCORDANCE WITH THESE SPECIFICATIONS AND NO LINES SHALL BE PUT INTO SERVICE WITHOUT THE APPROVAL OF THE ENGINEER.

I. Thrust Blocks

The following is added to this sub section:

J. Roadway Trench Repair

Temporary and permanent roadway trench repair, if and where ordered by the Engineer shall be constructed in accordance with Section 631 of the specifications.

Bituminous concrete materials shall conform to Sections 902 and 401 of this specification.

Dense graded aggregate, if and where ordered by the Engineer, shall be installed and compensated for in accordance with Section 302 and 901.

K. Abandoning Existing Water Mains and Services

Upon completion of testing of the proposed water main and submission of satisfactory bacteriological test results to the engineer, the Contractor shall provide a mechanical joint cap, concrete thrust block and concrete pipe plug at the locations directed by the Engineer and indicated on the Contract Drawings to cap the portion of the water main that will remain active and to completely seal the existing water main to be abandoned.

Said cap shall be acceptable to the Engineer and shall be of a size equal to that of the existing water main.

Thrust blocks shall be in accordance with the requirements of other applicable sections of these Specifications.

The existing water valves shall be abandoned as directed by the Engineer. The Contractor shall close all existing valves located on the existing water main to be abandoned. The existing valve boxes and covers shall be removed upon completion of the proposed improvements and cap and thrust block installation.

Roadway trench repair shall be required as detailed in other applicable sections of these Specifications.

Upon completion and testing of the proposed water service connections, the existing water service connections shall be abandoned as directed by the Engineer.

651.03.03 Water Service Connection

The following is added to this sub section:

WATER SERVICE INSTALLATION

The Contractor shall install building water services in the location shown on the contract drawings or as directed by the engineer. Materials required for said installation will be as described in other applicable sections of this specification. Water services shall be installed by method of open cutting the existing roadway and shall be performed in accordance with the approval of the engineer. Upon completion of said crossing, the Contractor will proceed to install the service fittings as previously described and shown in detail on the contract drawings. The water main and service fittings shall be thoroughly tested as described in other applicable sections of these specifications prior to connection to existing building or dwelling water services.

Where existing services to be relocated are behind existing sidewalks or curbs, or embedded in existing sidewalks or driveway aprons, the Contractor shall relocate such existing water services, where directed and restore any disturbed area to its original condition in a manner approved by the engineer.

651.03.04 Fire Hydrant

The following is added to this sub section:

HYDRANT INSTALLATION

The fire hydrant shall be installed complete with auxiliary isolation gate valve, adjustable cast iron valve box, 6 inch tee off distribution main, restraining rods, thrust blocks, clean 1 1/2 inch crushed stone, polyethylene sheeting or filter fabric, granular backfill and all other material and labor needed to install the hydrant assembly as detailed on the contract plans. The hydrant, valve stem and valve box shall be set plumb. The valve box shall be centered and installed so that the auxiliary valve can easily be operated from street level by use of proper valve wrench. Cover of valve box shall be one (1) inch above surrounding ground level.

Before installing the fire hydrant, all foreign matter shall be removed from the interior of the barrel.

The hydrants shall be placed so that the center line of the hydrant is from 2' 0" to 2' 6" back of top of face of curb. The steamer hose nozzle shall face street and the hydrant elbow shall be placed on a solid block or concrete slab foundation not less than four (4) inches thick and fifteen (15) inches square. The back side of the hydrant opposite the pipe connection shall be firmly braced against the vertical face of the trench by means of a poured concrete thrust block or other means approved by the engineer and the department of public works to prevent the fittings from blowing off the line. Bracing shall be installed so as not to interfere with hydrant drains. The bottom of the ditch and lower part of the hydrant barrel shall be surrounded with coarse gravel so that water released from the standpipe by the drain valve may escape quickly.

The hydrants must be firmly supported underground all around the standpipe since the proper working of the safety breakable section depends on the unyielding support of the ground standpipe. Solid ground support shall be at the ground level line mark on the hydrant barrel, resulting in center line of hose and steamer nozzles being sixteen (16) to eighteen (18) inches above ground level. The preceding requires thorough and careful compacting of backfill after correct positioning of hydrant.

When the hydrant is ready for service, it shall be opened and closed to see that all parts are in working condition. After closing hydrant, the standpipe interior shall be inspected to make sure of proper drainage.

651.03.07 Reset Water Valve Box

Excavation and backfill shall be in accordance with Section 202.

Methods of construction shall be such that, when reset, the water valve boxes shall conform to the grade of the resurfaced or regraded area.

Care shall be exercised in resetting the valve boxes. After resetting, the valve boxes shall be protected until the final resurfacing course has been laid. Castings which are damaged because of construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the Owner without additional compensation.

During the time between the adjustment of the valve box and the resurfacing, the Contractor shall place pavement around the extended frame and to a suitable distance around the frame so as not to cause a traffic nuisance or be the cause of an accident. The Contractor shall remove this pavement prior to installation of permanent overlay.

Adjustment rings for valve boxes, are required on concrete roads, as directed and required by the Engineer.

651.03.08 Water As-Built Plan

Upon completion of the water utility work, submit to the Engineer a scaled as-built plan noting the location of the Items of water utility construction. On the plan, show stationing, distance references to the curb line, and 3 ties for each valve box, curb box, and hydrant within 50 feet to above-ground physical features. On the plans, show the depth of the water pipe and service connection at a minimum of 100-foot increments along the line or connection. As-built plans shall be provided in electronic AutoCAD format and be tied into New Jersey State Plane Coordinates and NAVD88 vertical datums.

651.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
8” DUCTILE IRON WATER PIPE, CLASS 52	LINEAR FOOT
WATER SERVICE CONNECTION, ¾”	UNIT
WATER SERVICE CONNECTION, ¾”, TRENCHLESS (ONLY IF AND WHERE DIRECTED)	UNIT

GATE VALVE, 8”	UNIT
INSERTION VALVE, 4” (ONLY IF AND WHERE DIRECTED)	UNIT
INSERTION VALVE, 6” (ONLY IF AND WHERE DIRECTED)	UNIT
INSERTION VALVE, 12” (ONLY IF AND WHERE DIRECTED)	UNIT
FIRE HYDRANT ASSEMBLY	UNIT
WATER AS-BUILT PLAN	LUMP SUM

Separate measurement and payment will not be made for fittings, bends, restraints, reducers, couplings, tees, crosses, thrust blocks, taps, and appurtenances required for the installation of proposed water mains. Cost of same shall be incldued in the unit price for water mains.

Separate measurement and payment will not be made for flushing, pressure testing, chlorination, or bacteriological testing. Cost of same shall be included in the unit price bid for water main.

Separate measure and payment will not be made for the 6” lateral, valve, fittings, and restraints associated with fire hydrant installation. Cost of same shall be included in the unit price by for Fire Hydrants.

Trenchless water service installation may be directed by the Engineer to limit disturbance to existing improvements on private property.

SECTION 652 – SANITARY SEWERS

652.01 DESCRIPTION

Delete the entire text of this Article and substitute the following:

This Section describes the requirements for the construction of sanitary sewers, replacement of sanitary sewers, and/or spot repairs of existing sanitary sewer, sanitary sewer connections, miscellaneous fittings and testing in accordance with these specifications.

652.02 MATERIALS

Delete the entire text of this Article and substitute the following:

Polyvinyl Chloride Gravity Sewer Pipe (PVC): Polyvinyl chloride sewer pipe and fittings shall be of the size and class shown on the plans and as set forth in the Proposal. Pipe with diameter to wall thickness ratio (SDR) of 35 shall be manufactured and tested to conform to the latest ASTM Specification D-3034 for Type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings.

PVC gravity sewer pipe shall be as manufactured by Johns-Manville "Ring-Tite"; Certain Teed "Fluid-Tite"; or equal.

Joints shall be the bell and spigot type with rubber "O" ring elastomeric gaskets of the composition and texture which is resistant to common ingredients of sewage, industrial waste, including oils and groundwater. The joints shall conform to the latest ASTM Specification F-477 and D-3212. The lubricant used for assembly shall have no detrimental effect on the gasket or on the pipe.

Ductile Iron Pipe (DIP): All ductile iron pipe shall be centrifugally cast pipe conforming to the American National Standard for Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds for Water or Other Liquids, ANSI/AWWA Designation A21.51/C-151, latest revision. The pipe sizes shall be shown on the contract drawings with a thickness class of 52 unless otherwise included on plans. All pipe fittings shall have joints with body thickness and radii of curvature conforming to latest ANSI/AWWA Designation A21.10/C110.

Joints shall employ a single, elongated gasket of such size and shape as to provide an adequate compressive force against the spigot and socket after assembly to effect a positive seal under all combinations of joint and gasket tolerances. Gaskets shall be vulcanized natural or vulcanized synthetic rubber, resistant to common ingredients of sewage, industrial wastes, including oils, and groundwater. Gaskets shall be free of porous areas, foreign material, and visible defects.

The lubricant shall be suitable for lubricating the parts of the joint assembly. The lubricant shall be nontoxic and shall not support the growth of bacteria and shall have no deteriorating effects on the gasket material. Joints shall be U.S. Pipe and Foundry Company's "Tyton" joint, Griffin Pipe Products Company's "Super Bell-Tite" joint, or equal conforming to American National Standard for Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings, ANSI/AWWA Designation A21.11/C111.

All ductile iron pipe shall be externally coated with a uniform thickness (approximately 1 mm thick) of hot-applied coal tar coating. The finished coating shall be neither brittle when cold, nor sticky when exposed to the sun, and shall be strongly adherent to the pipe. The inside shall have cement mortar linings and bituminous seal coating in accordance with the latest ANSI/AWWA Designation A21.4/C104 for Cement-Mortar Lining for Cast Iron and Ductile Iron Pipe and Fittings for Water.

Ductile Iron Fittings: All ductile iron fittings shall be Class 250 suitable for use with the pipe specified above conforming to the latest edition of American National Standard for Gray Iron and Ductile Iron Fittings, 3 in. through 48 in. for Water and Other Liquids. ANSI/AWWA Designation A21.10/C-110. Fittings shall be externally coated with a uniform thickness of hot applied coal tar coating and the inside shall be cement lined. End plugs shall be setscrew type, as manufactured by the United States Pipe and Foundry Company, or equal. Bolts and gaskets shall conform to ANSI/AWWA Designation A21.11/C-111.

Repair Clamps: Sanitary sewer repair clamps shall be Fernco, flexible elastomeric couplings with #316 stainless steel clamps, or equal. All repair clamps shall be of the manufacturer’s design that will match the outside diameters of the pipes being joined.

Inspection And Rejection of Pipe And Fittings: The quality of all materials, the process of manufacture, and the finished pipe and/or fittings, shall be subject to inspection and approval of the Engineer. Such inspection may be made at the place of manufacture, on the work site after delivery, or at both places. The pipe and/or fittings shall be subject to rejection at any time if it fails to meet any of the specification requirements even though sample pipes may have been accepted as satisfactory at the place of manufacture. The Contractor shall submit to the Engineer, for his approval, material certificates from this manufacturer indicating that the pipe and fittings meet the specifications set forth herein.

Any pipe or fittings which have been found to be damaged after delivery will be rejected and, if such pipe has already been laid in the conduit line, it shall be repaired in a manner acceptable and made good solely at the Contractor's expense. The ends of the pipe shall be free of dents and gouges which will affect the tightness of the joint. ASTM and ANSI/AWWA specifications require rejection of any pipes or fittings containing cracks, holes, foreign inclusions, or other injurious defects.

Manholes shall include factory applied or field-sprayed interior epoxy lining, Raven 405 or approved equal. Factory-applied linings shall be touched up following installation of pipes to ensure complete coverage.

Bedding Materials shall be Class I, II and III embedment materials as defined by Uni-Bell and ASTM D-2321, latest edition. Embedment materials include processed materials plus soil types listed under the Unified Soil

Classification System (USCS) (see the latest ASTM D-2487, Classification of Soils for Engineering Purposes; and ASTM D-2488, Recommended Practice for Description of Soils).

652.03 CONSTRUCTION

652.03.01 Sewer Pipe

B. Existing Utilities and Structures

Delete the entire text of this Article and substitute the following:

The Contractor's attention is called to its responsibility in verifying utilities shown on the plans.

Whenever a utility line is crossed or in any way exposed during this construction, the Contractor shall brace the utility line to the satisfaction of the Owner of the utility. The utility line shall be supported from the time the existing support is removed and until the trench is backfilled.

The Contractor shall attempt to maintain utility services to all residential and commercial users at all times. Only when no other means are practical and only with prior approval of the Engineer, may any area go without utility service. The area cannot be without utility service for periods of more than 8 hours per day, and then only with proper notification by the Contractor twenty-four (24) hours in advance to all persons affected.

A. Excavating.

Delete the entire text of this Article and substitute the following:

Where excavations are to be made on concrete roads, the existing concrete shall first be saw cut, and removed. All protruding reinforcing rods shall be cut off and removed. Any loose or broken longitudinal portions of adjacent existing lanes shall be removed and replaced at the direction of the Engineer and/or the Inspector of the applicable agency.

The Contractor is responsible to furnish, put in place, and maintain such trench support as necessary to support the sides of the excavation and to prevent any movement of earth other than that intended to be accomplished by the excavation which may otherwise injure or delay the work or endanger adjacent structures.

Trench support shall be provided by the Contractor as necessary for the protection of the work and for the safety of personnel and shall comply with the safety precautions outlined in the Federal Register as required by the Federal Occupational and Safety Health Act of 1970 (OSHA) and any subsequent amendments and/or revisions. The Contractor shall be responsible for the adequacy of all trench support used on the work.

Prior to any construction, the Contractor shall submit complete design details and computations of sheeting to be used in trenches, signed and sealed by a N.J. licensed professional Engineer. The sheeting design Engineer shall provide a signed and sealed certification stating that the design of the sheeting and bracing conforms to all applicable requirements of the Occupational Safety and Health Act (OSHA). The Contractor shall strictly adhere to this plan. Any deviation from the original plan must be preceded by the submission of a revised plan signed and sealed by a New Jersey licensed professional Engineer. Submission of the plan to the Engineer shall in no way relieve the Contractor of its responsibility to provide safe and adequate sheeting.

Sheeting shall consist of timber, steel sheet pilings or other interlocking materials. Whether left in place or removed, all voids which may occur behind the sheeting must be carefully refilled with suitable materials which shall be thoroughly compacted in accordance with backfilling requirements specified herein. The Contractor will be held responsible for any damage due to the failure or insufficiency of the sheeting or bracing.

All sheeting shall be pulled, except where plans indicate sheeting left in place, unless otherwise directed by the Engineer. Timber sheeting driven or placed below the spring line of the pipe CANNOT be removed once the pipe has been laid and alignment and grade have been established. No job conditions or circumstances will allow waiving of this requirement. The sheeting shall be cut off at the top of the pipe, unless otherwise ordered by the Engineer. All material cut off shall be removed and disposed of by the Contractor at a site approved by the Engineer.

Whenever possible, sheeting shall be driven ahead of the excavation to avoid loss of material from behind the sheeting. If it is necessary to excavate below the sheeting, care shall be taken to avoid trimming behind the face along which the sheeting will be driven. Care shall be taken to prevent voids outside the sheeting, but if voids are formed, they shall be immediately filled with sand and compacted.

Trench shields may be used in lieu of trench sheeting. The use of trench shields shall conform to all applicable requirements of OSHA. If the Contractor cannot maintain a trench width, that will adequately protect utilities, or for any other reason the trench shield is inadequate to provide a stable installation, the Owner shall have the right to require sheeting be used at no additional cost.

Trench shields may not be used in those areas specifically designated on the plans for sheeting to be used or for sheeting to be left in place.

The Contractor shall supply all labor and equipment to perform all excavation work, including the location and removal of existing sewers and appurtenances and location and disconnection of existing house connections, required for the new pipe and structures as shown on the contract drawings and details.

All service connections shall be located and disconnected from the existing sewer as the excavation work proceeds. Disconnections shall be performed in a manner that will allow for reconnection of the service connections to the new sewer maintaining service at all times.

All trench excavation work shall be considered unclassified excavation. Unclassified excavation shall consist of the removal of all earth, rock, boulders, stumps, stone, existing sewer pipe and appurtenances, disconnection of existing house connections, concrete encasement, structures such as buried manholes, trolley tracks, etc., that may or may not be indicated on the contract drawings, bedding materials, and other materials encountered of whatever nature.

Excavations which are necessary to repair shall be performed in accordance with this specification.

All excavations, except as otherwise approved by the Engineer, shall be made in the open. The extent of excavation shall conform to the dimensions provided in the construction details. If the Contractor exceeds these dimensions, it shall replace the specified pipe with a pipe of greater crushing strength, or install pipe in higher class bedding, or both, as directed by the Engineer at no increase in cost to the Owner. The extent of excavation open at any one time shall not exceed 200 linear feet per pipe crew.

If, in the opinion of the Engineer, the material at or below the grade to which the excavation would normally be carried is unsuitable for foundation, it shall be removed to such widths and depths as directed and replaced with materials as specified and paid for under Section “Bedding.” In general, all excavations shall be made to firm undisturbed bottom, removing all existing pipe, bedding and other unsuitable material. All costs for additional excavation to remove unsuitable material at or below grade shall be under “Excavation, Unclassified”.

If the bottom of any excavation is taken beyond the limits indicated on the drawings and details by Contractor negligence it shall be backfilled at the Contractor’s expense with embedment materials specified under Section “Bedding,” to the pipe subgrade designated on the plans. No payment will be made for excavation and/or backfill below the grade shown on the plan unless said excavation is specifically ordered by the Engineer.

All suitable excavated materials shall be temporarily stored on the site in such a manner to not unduly interfere with traffic or to cause overloading of the sides of the trench. All suitable surplus materials shall be stored by the Contractor at temporary storage areas approved by the Engineer. Whenever excavated material is to be stored off-site, the Contractor shall obtain and submit to the Engineer written permission from property Owners of areas to be used for temporary storage. The Contractor must obtain any permits necessary for this storage site, i.e. soil erosion certification. Prior to final payment of the project, the Contractor shall submit to the Engineer releases from property Owners on whose land excavated materials have been stored. It is expressly understood that no excavated materials shall be removed from the site of work, or disposed of by the Contractor without approval of the Engineers.

If, in the opinion of the Engineer, the material from a portion of the trench is unsuitable for backfill, it shall be removed and disposed of at an off-site location as described in the Item, “Clearing Site” at no additional cost to the Owner.

Dewatering of Trench: All pipes shall be laid on a solid, dry foundation. The Contractor shall furnish all equipment, plant and labor necessary to keep all trenches free from water that is above or below ground. Any pipe laid in water or wet trenches will be removed and reinstalled at the Contractor's expense.

The Contractor shall provide, maintain and operate such drains, percolation stone, trenches, sumps, pumps, hoses, piping, well-pointing systems, and other related approved means and equipment as may be necessary to keep the excavations free from water during all stages of the construction operations and course of work.

The Contractor shall provide such dikes, ditches, sumps and pumping that may also be required to prevent the flow of surface waters into excavated areas and into any and all areas where construction or installations are, in progress. All water pumped from the excavation shall be discharged in such manner as shall not cause injury to work completed, damage to property, health hazards or impediment to traffic.

Water shall be completely removed from all excavations promptly and continuously throughout the progress of the work, and the Contractor shall keep excavations absolutely dry at all times until the water mains have been properly joined and bedded and work completed. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes.

B. Handling of Pipe and Accessories.

Delete the entire text of this Article and substitute the following:

By-Pass Pumping and Maintenance of Sewer Service

Whenever existing sewers and manholes are to be removed or relocated, and the new sewers and manholes are to be constructed, the Contractor shall maintain the sewage flow by pumping the sewage between manholes. The Contractor shall bulkhead an existing upstream manhole and pump all sewage entering that manhole to a manhole downstream from the point of construction. The Contractor shall furnish and operate pumps whenever sewage flow cannot be maintained through a continuous pipeline.

Pumps shall have the capacity, under all conditions encountered on this project, to pump sewage flow according to the following schedule:

Existing Pipe Diameter (in.)	Pump Capacity (GPM)
8"	400
10"	500
12"	1500
15"	1600
18"	1800

24"	2700

Smaller capacity pumps may be used, if field conditions permit, and if approved by the Engineer.

The Contractor shall submit pump performance curves and a written plan of every by-pass pumping operation at least two weeks prior to construction to the Engineer for approval.

The Contractor shall have on hand a minimum of one (1) backup pump for every two operating by-pass pumps. If only one by-pass pump is being utilized, the Contractor shall have one backup pump. Backup pumps shall be of equal or greater capacity as the operating pumps.

Under no circumstances shall sewage be allowed to flow into the trench and mix with the groundwater to be diverted to drainage systems. Hoses for the pumping operation shall be of sufficient quality and strength to withstand vehicular traffic passing over them. Hose couplings shall be tight and free from leaks. Any hose that leaks shall be removed and replaced by a watertight hose.

By-pass pumping will be permitted only during normal working hours, unless otherwise approved by the Engineer.

At the end of each day's work, the Contractor shall temporarily reconnect all pipes disconnected during the course of the work so that there is a continuous pipeline similar to the existing line which was removed. Temporary piping shall be equal in diameter to the existing pipe, and the newly constructed line may be used. All temporary connections shall be watertight.

In many instances, it will become necessary to interrupt the service of one or more sewer customers. No interruption of service shall occur without prior approval of the Engineer, and the Contractor shall notify all homes and businesses in writing at least 24-hours prior to any service interruption. In no event shall any customer have service interrupted for more than a continuous 8-hour period.

C. Installing Sanitary Sewer Gravity and Force Mains.

Delete the entire text of this Article and substitute the following:

Pipe Laying: All pipe shall be laid on a solid, dry foundation. Pipe shall be laid true to the lines and grades shown on the contract drawings with the bell ends upstream. Each section of pipe shall rest upon the pipe bed the full length of its barrel and for a minimum of one-half its diameter with recesses excavated to accommodate bells and joints. Any pipe which has its grade or joints disturbed after laying shall be taken up and relaid at the Contractor's expense. The Contractor shall close the ends of all unconnected pipe with a waterproof stopper. Bedding shall be in conformance with the details and provisions of Section "Bedding."

All piping and appurtenances shall be cleaned of foreign matter before being lowered into the trench and shall be kept clean during the laying operations by plugging or other approved means. Cutting of pipe shall be done in a neat and workmanlike manner with an approved type of mechanical cutter without damage to the pipe or lining so as to leave a smooth end at right angle to the axis of the pipe.

In general the vertical separation at a crossing of sewer and water shall at least 18" with water on top. Where this is not possible the sewer shall be encased in concrete for a distance of at least 10 feet on either side of the crossing and in conformance with concrete encasement detail specifications outlined in Section "Concrete Encasement."

All joints of piping, couplings, fittings and specials, whether push-on type, flange, or mechanical type, shall be made up in accordance with the manufacturer's printed recommendations.

At all areas where ductile iron pipe runs parallel to cathodically protected utility lines on the same side of the road or where ductile iron pipe and utility lines cross, the ductile iron pipe shall be protected by encasing it with polyethylene plastic pipe encasement.

Contractor shall construct spot repairs of sanitary sewers at locations depicted on drawings or as directed by the Engineer. Contractor to verify by TV inspection, the locations of the spot repairs. Spot repairs shall generally consist of removal of existing sewer, installation of PVC pipe, and connection to existing sewer with appropriate repair clamps or to existing manholes as specified elsewhere herein. In the event service connections are encountered, they shall be disconnected from the existing main and reconnected to the new main.

SDR PVC 35 pipe shall be constructed on Class "B" bedding and shall use Class I embedment material. Ductile iron pipe shall be constructed on Class "C" bedding and may use Class I, II or III embedment material or existing material free of stones larger than 3" in diameter.

Class I embedment material shall not be used with Ductile Iron Pipe, unless directed by the Engineer.

Bedding shall be placed to the limits and depths shown on the Standard Detail, or as designated by the Engineer. The embedment material shall be compacted in layers not exceeding 6" thickness (loose measure) with approved flat faced vibratory tampers. After compaction, the surface of the bedding shall be roughly shaped to receive the pipe or other structure. Spaces shall be hollowed out to clear pipe bells so as to provide maximum bearing lengths.

Joining Pipe: All gaskets and mating surfaces shall be thoroughly cleaned and lubricated in accordance with the manufacturer's specifications. The pipe shall be aligned with the previously installed pipe and, with gasket in place, put together. After pipes are put together, the joint shall be inspected to verify that gasket is property positioned and that the joint has been properly made and is tight. If, while making the joint, the gasket becomes loose or misplaced, the pipe shall be removed and the joint remade watertight.

Voids under joints shall be filled with proper bedding material compacted thoroughly.

Connections to Existing Manholes

Where new pipe is to be connected into an existing manhole, the Contractor shall use existing openings or core drill holes into the manhole and perform all cutting, patching, and channel reconstruction necessary to remove existing pipe and to install seal and channel the flow of the new pipe. Any damage to the existing manhole caused by the construction operations shall be repaired to the satisfaction of the Engineer. PVC pipe shall be sealed using Fernco manhole adapters, CertainTeed asbestos cement manhole adapter, Kor-N-Seal boot, Link-Seal, or equal, and non-shrink grout. All exterior concrete work shall receive two (2) coats of Bitumastic (8 mil/coat). All costs for this work shall be included in the unit price bid for sewer lines.

The concrete used to construct benches and channels shall have a minimum 28-day compressive strength of 4,000 psi; and shall contain “Thorogard,” a liquid admixture to accelerate setting time, manufactured by Thoro Systems Products, or equal.

Waterproofing cement, masonry coating, and bonding agent to be used for manhole, channel or bench reconstruction shall be “Waterplug,” “Thoroseal Foundation Coating,” and “Acryl 60,” respectively, as manufactured by Thoro System Products, or equal.

Existing bench shall be chipped and cut away to allow for new channel to be constructed and provide a good, sound surface for bonding with new concrete channel and bench. In addition, all existing bench and channel concrete or masonry found to be cracked, spalled, or otherwise showing evidence of disintegration, leakage, or structural failure shall also be cut out to sound surface.

All loose concrete, rust on reinforcing rods, and other foreign materials shall be removed and the cavity cleaned with water or air under pressure, where necessary. Cavities shall be patched with waterproofing cement.

After all cavities have been patched and prior to pouring concrete for new channel and bench, the Contractor shall apply two brush coats of foundation coating to the repair area of the manhole. A bonding agent admixture shall be added to the foundation coating. All surfaces to be coated shall be structurally sound, clean, and free of dirt, loose mortar particles, paint, films, protective coatings, efflorescence, laitance, etc. Each foundation coat shall be applied in strict conformance with the manufacturer's requirements, and shall be applied at the minimum rate of 2 lbs. Per square yard.

H. Backfilling.

Delete the entire text of this Article and substitute the following:

Unless otherwise approved by the Engineer, the Contractor shall backfill all trenches at the end of each working day with suitable material from the trench excavation or temporary stockpile. Backfill shall be brought to elevations which will allow for temporary trench repair as specified by the Engineer. If, in the opinion of the Engineer, the excavated material is unsuitable, and material from temporary stockpile is unavailable, select off-site material shall be provided as described in the Section "Borrow Excavation." Bedding material shall be deposited and mechanically compacted to a minimum 90 percent Modified Proctor Density in layers not exceeding 6" in depth (loose measure) to a point 12" above the top of the pipe. From this point, all backfill shall be mechanically compacted to obtain a minimum 90 percent Modified Proctor Density to a point 3 feet below the road surface. From this point, a minimum 95 percent Modified Proctor Density is required. The backfill material shall be wet or dried as required to obtain the required density.

It shall be the Contractor's responsibility to demonstrate the adequacy of the equipment used for compaction by actual field tests and to pay all costs for soil testing necessary to satisfy the Engineer of the adequacy of the compaction method proposed.

In the event material from the trench is too wet to achieve specified soil densities, but is otherwise considered by the Engineer as acceptable, it shall be trucked to a temporary storage site for drying and later use as backfill.

The only methods of compacting the backfill material permitted shall be mechanical compaction in lifts as specified in the first paragraph. Consolidation, water-jetting or puddling will not be acceptable as a method of achieving the required soil densities.

The Engineer, at its discretion, may perform, or have performed soil density checks at randomly chosen lifts. Density testing will be performed at the completion of the compaction effort. The Contractor shall not dismantle or remove dewatering or other equipment involved in the compaction procedure until, in the opinion of the Engineer, density testing in the area has demonstrated compliance with the requirements of these specifications. Compaction requirements will be strictly enforced.

When the trench is not in or across a dedicated street or right-of-way, or any other place where pavement is not to be constructed, backfill shall be compacted to obtain a minimum 90 percent Modified Proctor Density.

The densities referred to above shall be based upon the latest Standard Test Methods for Moisture-Density Relations of Soil and Soil Aggregate Mixtures Using 10 lb. Rammer and 18" Drop, ASTM Designation D-1557. Density control in the field shall be based on the latest Test for Density of Soil in Place by the Sand/Cone Method, ASTM Designation D-1556. The Owner may retain and, except as otherwise specified, pay for the services of an independent testing laboratory to do such sampling and to make such tests as the Engineer may deem necessary to verify that work conforms to the requirements of the specifications. If compaction tests fail, the Contractor shall bear all costs for tests including Engineering.

Completion of the backfill and compaction effort described in these specifications is an absolute requirement of this contract. In the event the Contractor fails to achieve the soil density requirements of the specification, no payment will be made for the sanitary sewer borrow material used for backfill (if any), nor will payment be made for pavement repairs constructed on uncompacted backfill. In the event the backfill fails to meet the compaction requirements, the Contractor will not be relieved of its responsibility to provide a temporary pavement surface within 24 hours of backfilling and until such time as the specified density is achieved. The Contractor shall bear all costs involved with the installation and removal of temporary surfaces when compaction requirements are not satisfied.

Disposal of Excess Excavated Material

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

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

There are instances where the unacceptable backfill material can be disposed of on private property at the request of the property Owner and with permission of the Engineer. The following would then apply:

A written release and/or hold harmless must be obtained from the property Owner by the Contractor. The Engineer will require a copy of the above document prior to any dumping and will retain it on file during the course of the project.

Cleaning Pipelines and Appurtenances

Upon completion of construction, all dirt and other foreign material shall be removed from pipelines and their appurtenances.

652.03.04 Sanitary Sewer Service Connections

Delete the entire text of this Article and substitute the following:

Service connections shall be installed in accordance with specified methods and at locations compatible with existing sanitary sewer house connections. Connections to sewer mains 12" or less in size shall be made with a wye unless otherwise approved. The size of the lateral pipe shall be 4" unless otherwise indicated on the plans or directed by the Engineer.

All service connections shall be reconnected to the main line sanitary sewers the same day they are disconnected. No services will remain disconnected from the main line sewers overnight.

House connection service pipe shall be laid accurately to line and grade. Minimum slope shall be 2 percent, unless otherwise indicated on plans or determined by the Engineer. Blocking or supporting of pipe by concrete, stone, bricks, wooden wedges, or other similar methods will not be permitted. Pipe shall be supported in the same type of bedding as the main line sewer as specified. Each length of pipe shall be pushed home against the pipe previously laid and held securely in position until backfilled.

Where the vertical separation of the crossing of a sewer lateral and a water main is less than 18", a full concrete encasement shall be installed on the sewer lateral pipe for a distance of 10 feet on each side of the water main.

The Contractor shall keep accurate records of the location in plan. The records shall show the distance from the downstream manhole to the sewer wye or tee-branch connection. These records shall be submitted to the Engineer for filing.

Delete the entire text of this Article and substitute the following:

652.03.11 Sanitary Sewer Testing

Sanitary sewer testing shall include television inspection of all gravity sewers replaced. All repaired sewers shall also be televised to assure a complete repair.

The Contractor shall furnish all labor, power, electronic equipment, and technicians to perform the closed circuit television inspection of the sewers. Operation of the equipment shall be controlled from above the ground with a skilled technician at the control panel in the television studio controlling the movement of the television camera. The technician shall have the capability to adjust the brilliance of the built-in lighting system and to change the focus of the television camera by remote control. The built-in lighting system shall be capable of producing at least 100 footcandles of light. Picture quality shall be such as to produce a continuous 600 line resolution picture showing the entire inside periphery of the pipe. Manhole numbers and pipe footage shall be displayed on television monitor at all times.

The view seen by the television camera shall be transmitted to a monitor of not less than 14" measured diagonally. The monitor shall be located either inside a mobile TV studio or in a trailer type unit. The Engineer shall have access to view the television screen at all times.

The television inspection shall be performed in one section of sewer at a time between adjacent manholes. The inspection shall be performed by pulling the television camera through the section of the sewer along the axis of the pipe at a speed of approximately 1-1/2 fps, or as directed by the Engineer. The inspection shall be performed in a forward and/or backward direction as dictated by the line conditions at the time of the inspection. During the inspection of the sewer line, every possible means shall be taken to ensure total viewing of the inside periphery of the pipe. The inspection shall be conducted in such a manner so as to determine that the line is clean and to locate all leaking joints and breaks or faults in the line. The Contractor shall clean all lines prior to television inspection and, if necessary, shall plug or by-pass pump the upstream sanitary sewers to reduce the amount of flow in the sewer to be inspected and, therefore, allow full viewing of the inside periphery of the pipe.

Upon completion of television inspection, the sanitary sewer shall be considered acceptable if the line does not contain any visible leaks or defects and there are no dips in the line. If these defects are found, the Contractor shall repair or replace the portion of the line that contains these defects and re-televise the line at no additional cost to the Owner.

The Contractor shall furnish two (2) copies of videos of all televised sanitary sewers to the Engineer. The videos shall be clearly labeled with the date and time of the inspection and the section of sewer inspected. The Engineer shall have access to view the television screen at all times. Videos shall be provided on portable USB drive. In addition to the videos, computer generated television inspection log reports (two copies) shall be submitted to the Engineer. The log reports shall describe and locate all defects and service connections in sufficient detail to determine the condition of the pipe without having to review the videotape. The log reports shall be cross-referenced with videos with video number, manhole number, footage with respect to manhole section, actual distance from manholes to defects, service connections, and repairs. Numbering shall reflect existing numbering of municipal sewer structure.

652.03.13 Sewer As-Built Plan

Upon completion of the sewer utility work, submit to the Engineer a scaled as-built plan noting the location of the Items of water utility construction. On the plan, show stationing, distance references to the curb line, and 3 ties for each manhole box within 50 feet to above-ground physical features. On the plans, show the inverts and rim at each structure along the line or connection. As-built plans shall be provided in electronic AutoCAD format and be tied into New Jersey State Plane Coordinates and NAVD88 vertical datums.

652.04 MEASUREMENT AND PAYMENT

This Article of the Standard Specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
8” DUCTILE IRON SEWER PIPE, CLASS 52	LINEAR FOOT
8” PVC SDR-35 SEWER PIPE	LINEAR FOOT
12” PVC SDR-35 SEWER PIPE	LINEAR FOOT
4” PVC SDR-35 SANITARY LATERAL	LINEAR FOOT
4” PVC SDR-35 SANITARY SEWER LATERAL CLEANOUT	UNIT
SANITARY SEWER MANHOLE, 4’ DIAMETER	UNIT
RESET EXISTING MANHOLE, USING NEW CASTING	UNIT
RECONSTRUCT EXISTING MANHOLE, USING NEW CASTING	UNIT
SANITARY SEWER AS-BUILT PLAN	LUMP SUM

Cleanout protection boxes shall be required for all cleanouts installed within driveways. No separate measurement or payment will be made for same. Cost shall be included in unit price for cleanouts. Separate measurement and payment will not be made for flushing, testing bypass, pumping, jetting or video inspection. Cost of same shall be included in the unit price bid for sewer pipe.

The Contractor shall anticipate, at minimum, bypass pumping any temporary interruptions of sewer capacity between Manholes K1A and K7B. No separate measurement or payment shall be made. Cost of same shall be included in the unit price bid for sewer pipe. Additional bypass pumping may be required at the discretion of the Engineer, at no additional cost to the owner.

SECTION 653 – GAS

653.04 MEASUREMENT AND PAYMENT

This Article of the Standard Specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
RESET EXISTING GAS VALVE	UNIT

DIVISION 800 – LANDSCAPING

SECTION 803 – PREPARATION OF EXISTING SOIL

803.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Separate measurement payment shall not be made for preparation of existing soil. Costs of same shall be included in the unit price bid for all bid items requiring same.

SECTION 804 – TOPSOILING

804.01 DESCRIPTION

This subsection is amended as follows:

Add the following:

This work shall also consist of the fine grading of all disturbed areas.

804.02 MATERIALS

804.03 CONSTRUCTION

This Article of the Standard Specifications is amended as follows:

Add the following to this Article:

All topsoil shall be thoroughly cleared of all sticks, roots, branches, coarse sods, and other deleterious matter, and all stones larger than 1 inch in diameter before it is spread. Topsoil shall not be handled or spread when it is in a frozen or muddy condition, or otherwise unsuitable for handling.

No topsoil shall be spread before completion of all construction in the area or before all fills are fully stabilized, or before a sample has been submitted and approved by the Engineer. Before spreading topsoil, the subgrade shall be cleared of all stones and debris. Any portions of the subgrade which have been compacted to a hard surface shall be pulverized to a depth of 3 inches by plowing or other methods acceptable to the Engineer.

804.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
TOPSOIL SPREADING, 4” THICK	SQUARE YARD

SECTION 806 – FERTILIZING AND SEEDING

806.03 CONSTRUCTION

This Article of the Standard Specifications is amended as follows:

The following is added:

Fertilizing and seeding shall be carried out as soon as a unit or portion of the project, such as a structure, an interchange, or a section or roadway has been completed for partial acceptance.

Any damage to seeded areas caused by pedestrian or vehicular traffic or other causes, shall be repaired at no cost to the Owner.

WATERING LAWNS

The Contractor shall take all necessary steps to produce a satisfactory lawn covering. Such steps shall include the thorough watering of the new lawn until it has received its second cutting.

The cost of such watering shall be borne by the Contractor and the equipment and manpower required shall be furnished by the Contractor.

806.03.01 Turf Seeding

Add the following sentence to section 806.03.01C of this Article.

Type G seed mixture shall be sown at the rate of 0.4 pounds per 100 sq. ft.

806.03.02 Wildflower Seeding

806.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
FERTILIZING AND SEEDING, TYPE ‘A-4’	SQUARE YARD

SECTION 809 – MULCHING

809.04 MEASUREMENT AND PAYMENT

This Article of the Standard Specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item	Pay Unit
STRAW MULCHING	SQUARE YARD

Measurement and payment for straw mulching shall be made by the square yard of the area in which the Contractor has established a satisfactory stand of grass.

Payment will not be made for areas disturbed by construction operations beyond the prescribed grading limits.

SECTION 810 – MOWING

810.03 CONSTRUCTION

This Article of the Standard Specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Grass shall be mowed when it attains the height of 4 to 6 inches unless otherwise directed by the Engineer. The grass and other volunteer growth shall be mowed to a height of 2 to 3 inches. The Contractor will be required to employ hand mowing methods and light equipment in areas where the use of heavy equipment might be injurious to the turf or soil.

Where, in the opinion of the Engineer, the cuttings resulting from the mowing operation are excessive, the cuttings shall be removed in accordance with Subsection 201.03.09.

The Contractor shall be held responsible for two (2) cuttings of all lawns. Any lawn areas which have not developed after two (2) cuttings shall be cut out and reseeded, fertilized, watered and cut until a full lawn is produced.

The cuttings of lawn shall not occur closer than 7 to 10 days, or as directed by the Engineer.

810.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Separate measurement and payment will not be made.

DIVISION 900 – MATERIALS

SECTION 902 – ASPHALT

902.02 HOT MIX ASPHALT (HMA)

902.01.01 Asphalt Binder
THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

902.02.01 Mix Designations
PART (4) IS CHANGED TO:

4. "E" The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are "64" for PG 64S-22 and "E" for PG 64E-22.

902.02.03 Mix Design
THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

> Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

Submit a mix design including a job mix formula (JMF) for each mixture on forms supplied by the ME. Include a statement naming the source of each component and a report showing that the results conform to the criteria specified in Table 902.02.03-1, Table 902.02.03-2, and Table 902.02.03-3. If a change in sources or properties of materials occur, the ME may require the HMA producer to establish a new mix design and to obtain approval before production can continue.

To establish the JMF for each mix design, determine the percentage of dry weight of aggregate passing each required sieve size and an optimum percentage of asphalt binder based upon the weight of the total mix. Determine the optimum percentage of asphalt binder according to AASHTO M 323 and R 35. Combine the aggregates to ensure that the resulting mixture conforms to the grading requirements specified in Table 902.02.03-1. In determining the percentage of aggregates of the various sizes necessary to conform to gradation requirements, exclude the asphalt binder.

Table 902.02.03-1 HMA Mixtures Nominal Maximum Size of Aggregate – Grading of Total Aggregate

	Nominal Maximum Aggregate Size – Control Point (Percent Passing)											
	37.5 mm		25 mm		19 mm		12.5 mm		9.5 mm		4.75 mm	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
2"	100	–	–	–	–	–	–	–	–	–	–	–
1 1/2"	90	100	100	–	–	–	–	–	–	–	–	–
1"	–	90	90	100	100	–	–	–	–	–	–	–
3/4"	–	–	–	90	90	100	100	–	–	–	–	–
1/2"	–	–	–	–	–	90	90	100	100	–	100	–
3/8"	–	–	–	–	–	–	–	90	90	100	95	100
No. 4	–	–	–	–	–	–	–	–	–	90	90	100
No. 8	15	41	19	45	23	49	28	58	32	67	–	–

No. 16	–	–	–	–	–	–	–	–	–	–	30	60
No. 200	0	6	1	7	2	8	2	10	2	10	6	12

Table 902.02.03-2 Gyratory Compaction Effort for HMA Mixtures

Compaction Level	ESALs[1] (millions)	N_{des}	N_{max}
L	□ 0.3	50	75
M	≥ 0.3	75	115

1. Design ESALs (Equivalent (80kN) Single-Axle Loads) refer to the anticipated traffic level expected on the design lane over a 20 year period.

Table 902.02.03-3 HMA Requirements for Design

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)		Voids in Mineral Aggregate (VMA), % (minimum)						Voids Filled With Asphalt (VFA)[1] %	Dust-to-Binder Ratio
			Nominal Max. Aggregate Size, mm							
	@N_{des}[2]	@N_{max}	37.5	25.0	19.0	12.5	9.5	4.75		
L	96.0	≤ 98.0	11.0	12.0	13.0	14.0	15.0	16.0	70 – 80	0.6 – 1.2
M	96.0	≤ 98.0	11.0	12.0	13.0	14.0	15.0	16.0	65 – 78	0.6 – 1.2

1. For 37.5 mm nominal maximum size mixtures, the specified lower limit of the VFA is 64 percent for all design traffic levels.

2. As determined from the values for the maximum specific gravity of the mix and the bulk specific gravity of the compacted mixture. Maximum specific gravity of the mix is determined according to AASHTO T 209. Bulk specific gravity of the compacted mixture is determined according to AASHTO T 166. For verification, specimens must be between 95.0 and 97.0 percent of maximum specific gravity at N_{des}.

For mix designs that include RAP or GBSM, also include the following based on the weight of the total mixture:

1. Percentage of RAP or GBSM.
2. Percentage of asphalt binder in the RAP or GBSM.
3. Percentage of new asphalt binder.
4. Total percentage of asphalt binder.
5. Percentage of each type of virgin aggregate.

At the ME's request, test the mix design to ensure that it meets a minimum tensile strength ratio of 80 percent, when tested according to AASHTO T 283. The ME will require tensile strength ratio testing for new aggregate sources and for aggregates or mixes suspected of stripping susceptibility.

For each mix design, submit with the mix design forms 2 gyratory specimens and 1 loose sample corresponding to the composition of the JMF. The ME will use these to verify the properties of the JMF. Compact the specimens to the design number of gyrations (N_{des}). For the mix design to be acceptable, all gyratory specimens must comply with the requirements specified in Table 902.02.03-1 and Table 902.02.03-3. The ME reserves the right to be present at the time the gyratory specimens are molded.

The ME's may verify a mix on an annual basis rather than on a project-to-project basis if the properties and proportions of the materials do not change. If written verification is submitted by the HMA supplier that the

same source and character of materials are to be used, the ME may waive the requirement for the design and verification of previously approved mixes.

902.02.04 Sampling and Testing

A General Acceptance Requirements.

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer's recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer's recommended laydown temperature.

D. Acceptance Testing and Requirements.

PART D IS CHANGED TO:

The ME will determine volumetric properties at N_{des} for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HMA to the number of design gyrations (N_{des}) specified in Table 902.02.03-2, using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HMA.

The ME will determine the dust-to-binder ratio from the composition results as tested by the QC technician.

Ensure that the HMA mixture conforms to the requirements specified in Table 902.02.04-1, and to the gradation requirements in Table 902.02.03-1. If the test results are outside of the gradation or volumetric requirements specified in Table 902.02.03-1 or Table 902.02.04-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the requirements specified in Table 902.02.03-1 or Table 902.02.04-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1. If 2 consecutive acceptance or quality control samples are outside the gradation or volumetric requirements specified in Table 902.02.03-1 or Table 902.02.04-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1 and ME approval. The ME will reject mixture produced at initial restarting that does not meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1.

The ME will test a minimum of 1 sample per 3,500 tons for moisture, basing moisture determinations on the weight loss of an approximately 1,600 gram sample of mixture heated for 1 hour in an oven at 280 ± 5 °F. Ensure that the moisture content of the mixture at discharge from the plant does not exceed 1.0 percent.

Table 902.02.04-1 Hot Mix Asphalt Requirements for Control								
Compaction Levels	**Required Density (% of Theoretical Max. Specific Gravity)**	**Voids in Mineral Aggregate (VMA), % (minimum)**						**Dust-to-Binder Ratio**
		Nominal Max. Aggregate Size, mm						
	@N_{des}[1]	**37.5**	**25.0**	**19.0**	**12.5**	**9.5**	**4.75**	
L, M	95.0 – 97.0	11.0	12.0	13.0	14.0	15.0	16.0	0.6 – 1.3

1. As determined from the values for the maximum specific gravity of the mix and the bulk specific gravity of the compacted mixture. Maximum specific gravity of the mix is determined according to AASHTO T 209. Bulk specific gravity of the compacted mixture is determined according to AASHTO T 166.

902.14.03 Sampling and Testing

D. Acceptance Testing and Requirements.

PART D IS CHANGED TO:

The ME will determine volumetric properties at N_{des} for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HMA to the 50 design gyrations (N_{des}), using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the BDWSC.

The ME will determine the dust-to-binder ratio from the composition results as tested by the QC technician.

Ensure that the HMA mixture conforms to the requirements specified in Table 902.14.02-1 and Table 902.14.02-2. If the test results are outside of the requirements specified in Table 902.14.02-1 or Table 902.14.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the requirements in Table 902.14.02-1 or Table 902.14.02-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the requirements specified in Table 902.14.02-1 and Table 902.14.02-2. If 2 consecutive acceptance or quality control samples are outside the requirements specified in Table 902.14.02-1 or Table 902.14.02-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets the requirements specified in Table 902.14.02-1 and Table 902.14.02-2 and ME approval. The ME will reject mixture produced at initial restarting that does not meet the requirements specified in Table 902.14.02-1 and Table 902.14.02-2.

The ME will test a minimum of 1 sample per lot for moisture, basing moisture determinations on the weight loss of an approximately 1,600 gram sample of mixture heated for 1 hour in an oven at 280 ± 5 °F. Ensure that the moisture content of the mixture at discharge from the plant does not exceed 1.0 percent.

E. Acceptance of HMA.

The Department may accept the HMA as specified in 902.02.04.A through 902.02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form "DS-8 HMA Testing Summary Report – State Aid" provided on the Local Aid Website must be utilized by the Laboratory to report their findings to the RE.

SECTION 903 – CONCRETE

903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

Portland Cement, Type I, II, and Type III ..... ASTM C 150
Blended Hydraulic Cement, Type IS, IP, and IL ..... ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

903.03.05 Control and Acceptance Testing Requirements

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

Concrete Items which are subject to pay adjustment and the base prices are as follows:

ITEMS	DESCRIPTION	UNIT	BASE PRICE
507021P	CONCRETE BRIDGE DECK	CY	$500.00
507036P	CONCRETE BRIDGE PARAPET	LF	$305.00
505039P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-36), 36" X 15"	LF	$125.00
505042P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-36), 36" X 18"	LF	$130.00
505015P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-36), 36" X 27"	LF	$170.00
505045P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-36), 36" X 21"	LF	$160.00
505018P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-36), 36" X 33"	LF	$170.00
505021P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-36), 36" X 39"	LF	$175.00
505024P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-36), 36" X 42"	LF	$185.00
505003P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 45"	LF	$155.00
505006P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 54"	LF	$155.00
505048P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-48), 48" X 15"	LF	$160.00
505051P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-48), 48" X 18"	LF	$135.00
505009P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 63"	LF	$185.00
505027P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-48), 48" X 27"	LF	$215.00
505054P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-48), 48" X 21"	LF	$215.00
505030P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-48), 48" X 33"	LF	$185.00

505033P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-48), 48" X 39"	LF	$220.00
505036P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-48), 48" X 42"	LF	$230.00
505012P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 72"	LF	$200.00
502045M	CAST-IN-PLACE CONCRETE PILE, DRIVEN, 12" DIAMETER	LF	$50.00
502090M	PRECAST CONCRETE PILE, DRIVEN, 12" X 12"	LF	$90.00
502132M	PRESTRESSED CONCRETE PILE, DRIVEN, 12" X 12"	LF	$50.00
502135M	PRESTRESSED CONCRETE PILE, DRIVEN, 14" X 14"	LF	$50.00
502138M	PRESTRESSED CONCRETE PILE, DRIVEN, 16" X 16"	LF	$50.00
502141M	PRESTRESSED CONCRETE PILE, DRIVEN, 18" X 18"	LF	$50.00
502144M	PRESTRESSED CONCRETE PILE, DRIVEN, 20" X 20"	LF	$75.00
502147M	PRESTRESSED CONCRETE PILE, DRIVEN, 22" X 22"	LF	$75.00
502150M	PRESTRESSED CONCRETE PILE, DRIVEN, 24" X 24"	LF	$75.00
502151M	PRESTRESSED CONCRETE PILE, DRIVEN, 30" X 30"	LF	$75.00
502156M	PRESTRESSED CONCRETE PILE, DRIVEN, 54" DIAMETER	LF	$200.00

SECTION 909 – DRAINAGE

909.02.02 HDPE Pipe
THE SUBPART HEADING IS CHANGED TO:

909.02.02 HDPE Pipe and Polypropylene (PP) Pipe
THE ENTIRE SUBPART IS CHANGED TO:

Use corrugated HDPE drainage pipe that conforms to AASHTO M 294 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use corrugated polypropylene (PP) drainage pipe that conforms to AASHTO M 330 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use HDPE and polypropylene (PP) pipe from a manufacturer who is an AASHTO NTPEP (National Transportation Product Evaluation Program) certified manufacturer. For a list of NTPEP certified manufacturers, see the following webpage: https://data.ntpep.org/.

Submit a certification of compliance, as specified in 106.07, for HDPE and polypropylene (PP) pipe.

SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

911.01.01 Materials

B. Retroreflective Sheeting.
TABLE 911.01.01-2 IS CHANGED TO:
THE SECOND SIGN TYPE IN TABLE 911.01.01-2 IS CHANGED TO:

Table 911.01.01-2 Allowable Sign Sheeting Types

Sign Type	Test Method	Type
Regulatory and Warning Signs	ASTM D 4956	Type III, Type VIII, Type IX or Type XI[1]
Guide Signs Mounted on Steel "U" or Square Tube Posts	ASTM D 4956	Type III, Type VIII, Type IX or Type XI
Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports	ASTM D 4956	Type VIII, Type IX or Type XI[2]

1. Ground-mounted signs with white background shall be ASTM Type IX.
2. Do not use ASTM Type XI sheeting with any existing sign lighting improvement or signs that are lit.

911.01.02 Fabrication

A. Sign Panels.

THE SECOND PARAGRAPH IN PART A IS CHANGED TO:

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in Table 911.01.02-1. Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the 2004 Edition of Standard Highway Signs and Markings Book. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

THE THIRD PARAGRAPH OF PART A IS CHANGED TO:

For multiple panel signs, use 1 foot wide extruded sections bolted together. Join sign panel sections together at the flanges with 3/8 inch bolts. Attach the sign panels to vertical supports, ensuring that the span between vertical supports is a maximum of 18 feet. Do not use extruded sign panels with steel "U" or square tube post sign supports. Use the same material and color for trim molding that is used for the sign face.

C. Legends and Borders.

THE FIRST PARAGRAPH IN PART C IS CHANGED TO:

The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the 2004 Edition of Standard Highway Signs and Markings Book. Ensure that the lettering is aligned, spaced, and sized according to 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the working drawings. Apply the legend and borders using the following methods:

911.01.04 Acceptance Inspection

THE FIRST PARAGRAPH IS CHANGED TO:

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

911.02 SIGN SUPPORTS

911.02.01 Steel "U" Post Sign Supports

THE SUBPART IS RENAMED TO:

911.02.01 Steel "U" and Square Tube Post Sign Supports

THE FOLLOWING IS ADDED AT THE END:

Use steel "U" post sign supports conforming to ASTM A 499, Grade 50 or 60, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal

headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the steel "U" post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for "U" posts.

Use square steel tube post sign supports conforming to ASTM A 1011, Grade 50, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the square steel tube post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for square steel tube posts.

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

912.01.04 Concrete Stain
THE SUBSECTION IS CHANGED TO:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellant. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

Table 912.01.04-1 Requirements for Concrete Stain

Property	Value	ASTM Test Method
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587
VOC	<100 g/L	D 2369

912.04.02 Removable Pavement Marking Tape

A. Temporary Pavement Tape.
THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for temporary pavement tape.

B. Removable Black Line Masking Tape.
THE THIRD PARAGRAPH IN PART B IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for removable black masking tape.

SECTION 917 – LANDSCAPING MATERIALS

917.05 SEED MIXTURES

This Article of the Standard Specifications is amended as follows:

Add the following to this Article:

TYPE A-4 GRASS SEED MIXTURE

KIND OF SEED	MINIMUM PURITY %	MINIMUM GERMINATION %	MINIMUM TOTAL WEIGHT OF MIXTURE %
Kentucky Blue Grass	98	90	25
Redtop or Perennial Rye Grass	99	90	15
Domestic Chewing Red Fescue	98	90	45
Bent Grasses or Creeping Red Fescue	98	90	15

SECTION 919 – MISCELLANEOUS

919.05 GEOMEMBRANE LINER

TABLE 919.05-1 IS CHANGED TO:

Table 919.05-1 Requirements for HDPE Resin

Property	Test Method	Requirements
Specific Gravity (Resin & Carbon Black)	ASTM D 792	> 0.940
Melt Index	ASTM D 1238	< 0.4 g/10 min
Carbon Black Content	ASTM D 1603	2 – 3 %

DIVISION 1000 – EQUIPMENT

SECTION 1001 – TRAFFIC CONTROL EQUIPMENT

1001.01 FLASHING ARROW BOARD
SUBSECTION HEADING AND THE ENTIRE TEXT ARE CHANGED TO:

1001.01 ARROW BOARD

Provide either Type A or Type C or both types of arrow boards. Ensure the arrow board elements conform to the MUTCD and the following requirements:

1. Non-reflective, black boards equipped with battery-operated amber lights.
2. A minimum peak luminous intensity of 8,800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1,500 candelas when the ambient light level drops to 5 foot-candles.
3. A light on the rear face of the board to indicate that the lights are operating.
4. Solid state controls with polarity and surge protection.
5. Panel operation controls mounted in a lockable enclosure.

Ensure the arrow boards are equipped with a diesel charged battery system. Do not use gasoline powered systems. With RE approval, the Contractor may use the arrow boards equipped with solar charged battery systems in non-moving operations. The Department may require a solar charged battery system in noise sensitive areas.

Securely mount arrow boards on a manufacturer-approved 2 wheeled towing trailer.

1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS
THE ENTIRE SUBSECTION IS CHANGED TO:

Provide a truck affixed with a bed-mounted type C arrow board, as specified in 1001.01, and a rear mounted crash cushion. Ensure the weight of the truck with the type C arrow board and the rear mounted crash cushion is minimum total weight of 10 tons. The Contractor may use ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

1. Meets crash-worthiness requirements as specified in 159.03.02.
2. Designed to be attached to the rear of a truck.
3. Equipped with a 90 degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.
4. If equipped with energy absorbing modules, ensure that they are painted yellow.
5. Displays alternating 6 inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted “V” chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.
6. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.

THE FOLLOWING SUBSECTION IS ADDED:

1001.04 PORTABLE VARIABLE MESSAGE SIGN WITH REMOTE COMMUNICATION

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

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

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

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

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

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

NJDOT TEST METHODS

NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

B. Apparatus.
PART B IS CHANGED TO:

Use the following apparatus:

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

C. Procedure.
PART C IS CHANGED TO:

Perform the following steps:

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

STATE FUNDED PROJECT ATTACHMENT 1

SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers. The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.

B. Policy. It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.

C. Definitions

1. Small Business Enterprise. A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.

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

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

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

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

a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:

    1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
    2. Consultants employed under contracts for which the business wants to be eligible as a small business.

2. Commercially Useful Function (CUF). A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and

quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

3. **Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.

4. **SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

5. **SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.

6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13 et seq. which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

D. Compliance. The Contractor is responsible for compliance as specified in Section 105.

E Contractor SBE Goal Obligations. Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.

1. Post Award Obligations

   a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
   b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp

2. Affirmative Action After Award of the Contract

   a. Subletting. If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:

      (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
      (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
      (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
      (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

   b. Selection and Retention of Subcontractors. Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as

specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

(1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
(2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

c. Meeting Contract SBE Goal. Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

d. Termination, Substitution or Replacement of SBEs. Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution, or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker, submit a Revised CR-266 – Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution, or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per Section108.

e. Submission of Good Faith Effort Documentation. If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.

F. SBE Goals for this Contract. This Contract includes a goal of awarding __N/A__ percentage of the Total Contract Price to subcontractors qualifying as SBEs.

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

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

G. Counting SBE Participation.

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

H. Commercially Useful Function

1. Performance of Work. The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.

2. Managing Work. The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.

3. Responsibility of Work. A SBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

4. Equipment of SBE. The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long-term agreement, not an ad hoc or

contract by contract agreement. The equipment must be owned by the SBE firm or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

5. **Lease of Equipment.** A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll if it is the generally accepted industry practice, but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.

6. **SBE Trucking.** SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured, and operational truck used on the Contract.

   The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

   The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the
   CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval, and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **SBE Regular Dealers.** SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

8. **SBE Manufacturers.** SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.

9. The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.

I. Good Faith Effort. To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:

1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices, or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.

   Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

   Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor

2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.

3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.

4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.

   Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

J. Submission of Affirmative Action Program

Contractors, subcontractors, and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's SBE Liaison Officer to administer the firm's Small Business Program.
7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

K. SBE Liaison Officer. Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract and ensuring that the Contractor complies with all provisions of the SBE Program.

L. Consent by Department to Subletting. The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

M. Conciliation. In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

N. Documentation

1. Requiring of Information. The Department or the State funding agencies may at any time require information as specified in Subsection 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor, or subcontractor with the terms of the Contract.

2. Record and Reports. The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:

a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
b. Work, services, and materials which are not performed or supplied by the Contractor.
c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
d. The progress being made, and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
h. Documentation outlining EEO workforce information for the Contract.
i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.

3. Submission of Reports, Forms and Documentation. Submit reports, forms, and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports, or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.

4. Maintaining Records. All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.

O. Prompt Payment to Subcontractors. Payment to subcontractors, equipment lessors, suppliers, and manufacturers is made in accordance with Section 109.

P. Non-Compliance. Failure by the Contractor to comply with the SBE program, rules, and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

STATE FUNDED PROJECT ATTACHMENT 2

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

A. General. It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Department to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Department's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Department's contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

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

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

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

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

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

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

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

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

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

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a.) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
(6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:

i. The Contactor or subcontractor shall interview the referred minority or women worker.
ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
iii. The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in 6(i) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
iv. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the NJ Department of

Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.

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

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

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

B. Equal Employment Opportunity Policy. The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

"It is the policy of this company that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will take Affirmative Action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

C. Equal Employment Opportunity Officer. Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the

responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

D. Dissemination of Policy.

1. Implementation. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Initial Project Site Meeting. Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.

b. EEO Obligations. Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.

2**.** Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.

a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.

b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

E. Recruitment

1. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veteran's status, disability, nationality, or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. Through their EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).
4. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time

period set forth in such an agreement, the Contractor shall comply with the provisions of "Section I Unions" of this "State Of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects" Attachment.

F. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veterans' status, disability, nationality, or sex. The following procedures shall be followed:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

G. Training and Promotions.

1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.
2. Consistent with the Contractor's workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
3. Advise employees and applicants for employment of available training programs and entrance requirements for each.
4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.

H. Unions. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use their good faith efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. Actions by the Contractor either directly or through a Contractor's association acting, as agent will include the procedures set forth below:

1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
2. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants

without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.

4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.
5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

I. Subcontracting. The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract's Equal Employment Opportunity obligations.

J. Records and Reports

1. Keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. Records kept will be designed to indicate:
    a. The work hours of minority and non-minority group members and women employed in each work classification on the project;
    b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
    c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
    d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
2. All such records must be retained for a period of five (5) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

STATE FUNDED PROJECT ATTACHMENT 3

REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

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

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

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

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

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

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

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

B. Requests for Referrals from Unions to Meet Contract Workforce Goals. Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.

1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.

C. In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.

D. Comply with the other requirements of these EEO Special Provisions.

E. Reporting Requirements.

1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.

    a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with

N.J.A.C. 17:27-7. Also, submit the information within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasure's website at: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202.pdf. Instructions for completing the form can be found online at: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf.

b. Monthly, complete and submit an AA 202 - Monthly Project Workforce Report – Construction form for the duration of the Contract. This form may be completed:

   (1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:
   (2) Input electronically directly onto the AA-202 form via the Department of the Treasury's Premier Business Services Online Forms web application. Information about how to register and access the Premier Business Services web application can be found at: https://www.nj.gov/treasury/contract_compliance/documents/pdf/PBS-Introduction-Page.pdf. Follow all instructions to set up online access to the web application.
   (3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.

2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: https://www.nj.gov/transportation/business/civilrights/pdf/CC257R.pdf.

   a. On a monthly basis, submit Form CC-257R through the web-based application within 10 days following the end of each reporting month.
   b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month.
   c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.

3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

STATE FUNDED PROJECT ATTACHMENT 4

INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

The Contractor hereby agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Supplemental Specifications:

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. and Executive Order 11246, it shall take the following actions:

A. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.

B. Prepare and keep for its use and file a detailed written investigation report which includes the following information:

   1. Investigatory activities and findings.
   2. Dates and parties involved and activities involved in resolving the complaint.
   3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
   4. A signed copy of resolution of complaint by complainant and Contractor.

   (In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.

D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.

E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.

F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.

G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.

H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

STATE FUNDED PROJECT ATTACHMENT 5

PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

A. Payroll Reports. Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:

1. Each employee's full name and address of each such employee.
2. The ethnicity and gender of each employee.
3. Each employee's specific work classification (s).
4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
6. Each employee's gross wage.
7. The itemized deductions made.
8. The net wages paid.

B. Statement of Wages. Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.

C. Maintaining Records. Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.

D. Lack of Compliance. Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

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

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

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

STATE FUNDED PROJECT ATTACHMENT 6

AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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