



SANDY

New Jersey Department of Transportation

Contract: 11406
Change Order: 004

05-Dec-2012

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DC-173

Contract Details

Route: VARIOUS Section: N/A Region: HQ	Contractor: IEW CONSTR GP, INC 75 SCULPTORS WAY P O 8008 TRENTON, NJ 08619	Funding: 100% State Fed Project#: 100 % STATE State Project#: 2621582									
Project: 11406 Description: MAINT. MOVABLE BRIDGE AND TUNNEL REPAIR CONT. NO. 2012 VARIOUS SITES STATEWIDE; PE NO. 2621578; CE NO. 2621582	Original Contract Amt: Current Contract Amt:	<table border="1"> <thead> <tr> <th>Road</th> <th>Bridge</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>\$0.00</td> <td>\$8,843,911.13</td> <td>\$8,843,911.13</td> </tr> <tr> <td>\$0.00</td> <td>\$23,343,911.13</td> <td>\$23,343,911.13</td> </tr> </tbody> </table>	Road	Bridge	Total	\$0.00	\$8,843,911.13	\$8,843,911.13	\$0.00	\$23,343,911.13	\$23,343,911.13
Road	Bridge	Total									
\$0.00	\$8,843,911.13	\$8,843,911.13									
\$0.00	\$23,343,911.13	\$23,343,911.13									

Change Order Summary

	Road	Bridge	Total	
Extra Work:	\$0.00	\$4,000,000.00	\$4,000,000.00	Extensions This Change Order: 181
Increases:	\$0.00	\$0.00	\$0.00	Original Completion Date: 12/31/12
Decreases:	\$0.00	\$0.00	\$0.00	Approved Extensions (All Change Orders): 0
				Approved Adjusted Compl Date:
				Extensions Not Yet Approved This Change Order: 181
				Potential Adjusted Completion Date:

Change Order Approvals

Approval Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Appesh, Nart	
2	Resident Engineer	Appesh, Nart	12/6/12
3	Field Manager	Kauffman, Ray	12/6/12
4	Regional Cst Eng/Maint. Manager	Ghorbani, Ahmad	

ACCEPTED: CONTR'S AUTHORIZED SIGNATURE NAME: <u>Robert TAMPellini</u> TITLE: <u>VP</u> PROTESTED BY LETTER _____	RESERVED FOR F.H.W.A	APPROVED: _____ REGIONAL CONSTRUCTION ENGINEER ALTERNATE PROCEDURES PROJEC FULL _____ PARTIAL _____ FEDERAL PARTICIPATION 100% STATE _____
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REVIEWED: _____ CONTRACTS PAYABLE DATE	FUNDS CERTIFIED: _____ DIRECTOR OF ACCOUNTING DATE
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Change Order Details

You are hereby directed to implement the following changes in accordance with the provisions of section 104 of the specifications for this contract:

Change Order Description: HURRICANE SANDY RELATED WORK.

Location of Proposed Order: THROUGHOUT THE PROJECT.

Nature and Reason of Change:

On October 29, 2012, Hurricane "Sandy" moved into New Jersey causing extensive coastal flooding, erosion, and wind damage inland. Due to the location of New Jersey's state owned drawbridges, several locations were severely damaged and require extensive restoration work. In addition to this work, emergency power restoration was performed to bring state fuelin stations online throughout New Jersey. It is proposed to establish the following items and estimated Force Account budgets in order to accurately track expenditures for hurricane related work.

HURRICANE SANDY - FHWA PERMANENT REPAIR ITEMS:

Item No. 9101 - LANE CLOSURES (MMB172M)
\$950,000.00

Item No. 9102 - LANE CLOSURES WD (MMB172M)
\$117,464.00

Item No. 9103 - CREW COORDINATOR (MMB092M)
\$9,600.00

Item No. 9104 - MANPOWERED ACCESS MACHINE (MMB142M)
\$7,500.00

Item No. 9105 - MANPOWERED ACCESS MACHINE WD (MMB142M)
\$2.50

Item No. 9106 - 60' UNDERBRIDGE INSPECTION UNIT (MMB044M)
\$10.00

Item No. 9107 - 60' UNDERBRIDGE INSPECTION UNIT WD (MMB044M)
\$2.50

Item No. 9108 - MANPOWER ACCESS MACHINE - TRUCK MOUNTED (MMB109M)
\$15,000.00

Item No. 9109 - MANPOWER ACCESS MACHINE - TRUCK MOUNTED WD (MMB109M)
\$2.50

Item No. 9110 - REPAIR CATEGORY "A", MOVABLE (MMB022M)
\$1,279,320.00

Item No. 9111 - REPAIR CATEGORY "A", MOVABLE WD (MMB022M)
\$244,400.00

Item No. 9112 - REPAIR CATEGORY "B", MOVABLE (MMB024M)
\$10.00

Item No.9113 - REPAIR CATEGORY "B", MOVABLE WD (MMB024M)



\$2.50

Item No. 9114 - WELDING CREW (MMB026M)
\$115,722.00

Item No. 9115 - WELDING CREW WD (MMB026M)
\$23,120.64

Item No. 9116 - IRONWORKER (MMB028M)
\$10.00

Item No. 9117 - IRONWORKER WD (MMB028M)
\$2.50

Item No. 9118 - PLUMBER, MOVABLE (MMB034M)
\$10.00

Item No. 9119 - PLUMBER, MOVABLE WD (MMB034M)
\$2.50

Item No. 9120 - HVAC (MMB162M)
\$10.00

Item No. 9121 - HVAC WD (MMB162M)
\$2.50

Item No. 9122 - SYSTEMS TECHNICIAN, MOVABLE (MMB030M)
\$10.00

Item No. 9123 - SHOP FABRICATION (MMB059M)
\$14,400.00

Item No. 9124 - FORCE ACCOUNT, LABOR, EQUIPMENT AND MATERIALS (MMB091M)
\$1,066,415.86

SUBTOTAL: \$3,843,020.00

HURRICANE SANDY - FEMA EMERGENCY POWER RESTORATION ITEMS:

Item No. 9201 - REPAIR CATEGORY "A", MOVABLE (MMB022M)
\$91,380.00

Item No. 9202 - REPAIR CATEGORY "A", MOVABLE WD (MMB022M)
\$15,600.00

Item No. 9203 - FORCE ACCOUNT, LABOR, EQUIPMENT AND MATERIALS (MMB091M)
\$50,000.00

SUBTOTAL: \$156,980.00

TOTAL: \$4,000,000.00



Time Adjustments:

TIME ADJUSTMENT IS REQUIRED TO COMPLETE HURRICANE SANDY RELATED REPAIR WORK UNDER HURRICANE SPECIFIC WORK ITEMS.

The Following Extra Work, Overruns and/or Underruns are required:



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Extra Work

Category: 0001 - Bridge

Line#	Item#/Description	Qty	Unit	Unit Price	Amount
9101	MMB172M - LANE CLOSURES	2,000.00	HOUR	\$475.00	\$950,000.00
9102	MMB172M - LANE CLOSURES	800.00	HOUR	\$146.83	\$117,464.00
9103	MMB092M - CREW COORDINATOR	80.00	HOUR	\$120.00	\$9,600.00
9104	MMB142M - MANPOWERED ACCESS MACHINE	500.00	HOUR	\$15.00	\$7,500.00
9105	MMB142M - MANPOWERED ACCESS MACHINE	250.00	HOUR	\$0.01	\$2.50
9106	MMB044M - 60' UNDERBRIDGE INSPECTION UNIT	1,000.00	HOUR	\$0.01	\$10.00
9107	MMB044M - 60' UNDERBRIDGE INSPECTION UNIT	250.00	HOUR	\$0.01	\$2.50
9108	MMB109M - MANPOWER ACCESS MACHINE - TRUCK MOUNTED	500.00	HOUR	\$30.00	\$15,000.00
9109	MMB109M - MANPOWER ACCESS MACHINE - TRUCK MOUNTED	250.00	HOUR	\$0.01	\$2.50
9110	MMB022M - REPAIR CATEGORY "A", MOVABLE	4,200.00	HOUR	\$304.60	\$1,279,320.00
9111	MMB022M - REPAIR CATEGORY "A", MOVABLE	2,350.00	HOUR	\$104.00	\$244,400.00
9112	MMB024M - REPAIR CATEGORY "B", MOVABLE	1,000.00	HOUR	\$0.01	\$10.00
9113	MMB024M - REPAIR CATEGORY "B", MOVABLE	250.00	HOUR	\$0.01	\$2.50
9114	MMB026M - WELDING CREW	300.00	HOUR	\$385.74	\$115,722.00
9115	MMB026M - WELDING CREW	128.00	HOUR	\$180.63	\$23,120.64
9116	MMB028M - IRON WORKER	1,000.00	HOUR	\$0.01	\$10.00
9117	MMB028M - IRON WORKER	250.00	HOUR	\$0.01	\$2.50
9118	MMB034M - PLUMBER, MOVABLE	1,000.00	HOUR	\$0.01	\$10.00
9119	MMB034M - PLUMBER, MOVABLE	250.00	HOUR	\$0.01	\$2.50
9120	MMB162M - HVAC	1,000.00	HOUR	\$0.01	\$10.00
9121	MMB162M - HVAC	250.00	HOUR	\$0.01	\$2.50
9122	MMB030M - SYSTEMS TECHNICIAN, MOVABLE	1,000.00	HOUR	\$0.01	\$10.00
9123	MMB059M - SHOP FABRICATION	80.00	MH	\$180.00	\$14,400.00
9124	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	1,066,415.86	DOLL	\$1.00	\$1,066,415.86
9201	MMB022M - REPAIR CATEGORY "A", MOVABLE	300.00	HOUR	\$304.60	\$91,380.00
9202	MMB022M - REPAIR CATEGORY "A", MOVABLE	150.00	HOUR	\$104.00	\$15,600.00
9203	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	50,000.00	DOLL	\$1.00	\$50,000.00

Sub-total: \$4,000,000.00

Change Order Total: \$4,000,000.00



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CONTRACT AND BOND

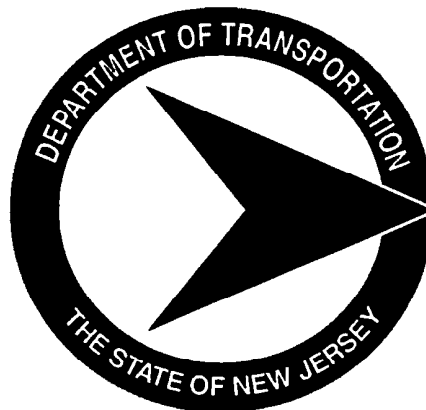
CONTRACTOR: IEW Construction Group, Inc.

**PROJECT: Maintenance Moveable Bridge and Tunnel
Repair Contract No. 2012, Various Sites Statewide**

CONTRACT NUMBER: 2012

FEDERAL PROJECT NUMBER: 100% State

DP NUMBER: 11406



NEW JERSEY DEPARTMENT OF TRANSPORTATION

Mailing
PO Box 600
Trenton, NJ 08625-0600

UPS / FedEx / Courier
1035 Parkway Ave
Trenton, NJ 08618

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Maintenance Moveable Bridge and Tunnel Repair Contract 2012 Various Sites Statewide DP Number 11406

Certificate of Award

Pages 1 to 78 inclusive for General, Road, and Bridge Provisions.

The following Wholly State funded project Attachments are located After Division 1000:

State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.

Payroll Requirements for 100 Percent State Projects.

Americans with Disabilities Act for 100 Percent State Funded Contracts.

Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.

Executive Order 134 Special Provision for 100% State Funded Contracts.

Executive Order 117 – New “Pay- to- Play” restrictions to take effect November 15, 2008.

Prevailing Wage Rates for Statewide

All Additional State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor’s web site at <http://www.nj.gov/labor/lsse/lspubcon.html> 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.).

New Jersey Department of Transportation Code of Ethics for Vendors

Proposal Pages 1 to 8

Addenda Nos. 1 through 2 inclusive with acknowledgement

Public Law 2005, Chapter 51

Award Letter with Acknowledgement

Table of Contents (continued)

Contract DC-81

Payment Bond

Performance Bond

Corporate Resolution

Proof of Valid Business Registration with the Division of Revenue

Certificate of Public Works Contractor Registration

Two-Year Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Chapter 51 Approval

Approval as to Form

CERTIFICATE OF AWARD

MEO

Maintenance Movable Bridge and Tunnel Repair Contract No. 2012, Various Sites Statewide, 100% State,
PE No: 2621578, CE No: 2621582, DP No: 11406

(A) DESIGNATION AND DESCRIPTION OF PROJECT

Maintenance Movable Bridge and Tunnel Repair Contract No. 2012, Various Sites Statewide, 100% State, PE No: 2621578, CE No: 2621582, DP No: 11406

(B) CERTIFICATION AS TO PUBLICATION AND NOTICE

In accordance with action taken on July 28, 2011 by the Commissioner of Transportation in approving plans and specifications for the project described herein, advertisements were placed in compliance with R.S. 27:7-29 for bids to be received on September 15, 2011

Trenton Times	8/11/11, 8/18/11, 8/25/11
Gloucester County Times	8/11/11, 8/18/11, 8/25/11
The New Jersey Herald	8/11/11, 8/18/11, 8/25/11
The Coast Star	8/11/11, 8/18/11, 8/25/11
Home News Tribune	8/11/11, 8/18/11, 8/25/11

(C) SUMMARY OF BIDS RECEIVED

In compliance with R.S. 27:7-29-30-31 and R.S. 27:7-35.1 et seq., bids were received September 15, 2011
After receipt, all bids were examined for acceptability and accuracy. All bids were corrected when required and ranked as follows:

CONTRACTOR	BID AMOUNT
(1)IEW CONSTRUCTION GROUP, INC. (I2943)	\$8,843,911.13
(2)A. P. CONSTRUCTION, INC. (A7025)	\$8,859,228.73

Examiner, Bureau of Construction Services:

Quintin Viernier
Print Name

Senior Engineer
Title

[Signature]
Signature

CERTIFICATE OF AWARD

MEO

Maintenance Movable Bridge and Tunnel Repair Contract No. 2012, Various Sites Statewide, 100% State,
PE No: 2621578, CE No: 2621582, DP No: 11406

(D) RECOMMENDATION TO Assistant Commissioner for Operations

It is recommended that the contract for the project described herein be awarded to the lowest responsible bidder at the price bid.

Harish Bhanderi 9/22/11
Harish Bhanderi, Manager
Bureau of Maintenance Engineering & Operations

Andrew J. Tinnard 9/23/11
Andrew J. Tinnard - Director, Operations Support Date

(E) CERTIFICATION OF CONCURRENCE BY FEDERAL HIGHWAY ADMINISTRATION (WHEN APPLICABLE)

Notice of concurrence in recommendation to award this Federal Project to the lowest responsible bidder at his price bid was received from the Federal Highway Administration on _____ Date

Karen Abbott, Supervisor, Federal Aid Section

(F) STATUS OF FUNDS

Approved as to funds.

Anna Rossi ANNA ROSSI
Judith Sigle - Director, Division of Accounting & Auditing
ACTING

(G) AWARD

have examined the bids received for the named project. There has been compliance with N.J.S.A. 27:7-29 through 33 and N.J.S.A. 27:7-35.1 et seq. and the Standard Specifications of the Highway Department, as amended and supplemented which were vested in the Department of Transportation pursuant to Chapter 301 Laws of 1966 (27:1A-1 et. seq.). The contract is awarded to IEW CONSTRUCTION GROUP, INC. the lowest responsible bidder.

Eli D. Lambert 9/23/11
Eli D. Lambert, III P.E., State Transportation Engineer Date

Richard M. Shaw 9/27/11
Richard M. Shaw - Assistant Commissioner for Operations Date

(H) CERTIFICATION OF AWARD

The contract for this project was awarded to the lowest responsible bidder by the authorized representative of the Commissioner of Transportation on September 27, 2011.
Date

Jacqueline Fraust
Jacqueline Fraust - Secretary, Department of Transportation

NJDOT
Bureau of Construction Services 2/08/06
Procurement Division

AFFIX SEAL

SPECIAL PROVISIONS

Maintenance Movable Bridge and Tunnel Repair Contract 2012 Various Sites Statewide DP No. 11406

AUTHORIZATION OF CONTRACT

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and Title 23 of the United States Code - Highways.

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Pages 1 to 78 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 web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

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

The following Wholly State funded project Attachments that are located after Division 1000:

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.
5. Executive Order 134 Special provisions 100% State Funded Contracts.
6. Executive Order 117 - New "Pay to Play" Restrictions to take effect November 15, 2008.

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

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.04 INQUIRIES REGARDING THE PROJECT

1. Before Award of Contract.

THE FIRST PARAGRAPH IS CHANGED TO:

Submit inquiries and/or view other questions/answers by following the format prescribed on the project's electronic bidding web page.

2. After Award of Contract.

THE FOLLOWING IS CHANGED TO:

All inquiries shall be directed to the PM through the following Maintenance Engineering & Operations Office:

Bureau of Maintenance Engineering & Operations
Mr. Raymond Kauffman, Management and Operations Analyst
1035 Parkway Avenue
Trenton, New Jersey 08625-0607
Telephone: 609-352-8860

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder shall not alter or in any way change the software.

102.03 REVISIONS BEFORE SUBMITTING A BID

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall acknowledge all addenda posted through the Department's website. The addenda acknowledgement folder is included in the Department's electronic bidding file. The Department has the right to reject the bid if the Bidder has not acknowledged all addenda posted.

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

2. Utility Agreements.

THE FOLLOWING IS ADDED:

Due to the nature of this Contract, there are no Utility agreements, modifications and orders relating to the Project. Agreements shall be made by the Contractor on a site-by-site basis as required with the Utility Owner. Payment for agreements shall be made under Section 109 as designated herein. No separate payment shall be made for the costs of protection and preservation of utilities and all costs shall be deemed included in the prices bid for the various Items included in the Proposal.

3. Existing Plans and As-Built.

THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder may inspect as-built plans of Department-owned facilities or order copies upon written request through the Engineering Documents Unit. Contour maps may be available for some Projects and the Bidders may inspect such maps or the Bidder may obtain copies for their use upon written request to the Engineering Documents Unit. As-built plans for machinery and electrical layout for movable bridge structures are available from Movable Bridge Design Group. As-built plans for electrical layout for the Route 29 Tunnel are available

from the tunnel office. It is the Contractor's responsibility to check the accuracy of the as-built plans before using them for troubleshooting, repairing or installation of new components. The Bidder shall obtain plans of municipal-owned or County-owned facilities through the municipality or county. The Bidder shall verify all information obtained from the existing documents with regard to its application for bidding and completing the Project. The Department will not provide a list of existing structures within the Project on the Plans. The Department will not list the existing plans and as-builts used in the development of the Contract in the Special Provisions.

THE FOLLOWING IS ADDED:

In addition to the Movable Bridge sites and the Route 29 Tunnel area as listed below, the Contractor may be directed by the PM and RE to work at various State Maintenance Yards and State Facilities, and may be directed to pick up or drop off material and parts stored at these yards or facilities. The Contractor will be directed by the RE to perform work along Route 29 Tunnel & Surrounding Area from MP 0.2 to 17.01. This work includes but is not limited to cutting grass. The payment for this work will be made according to the category of work called for by the RE and as described under Section 555 of the Special Provision.

The following is a list of all State owned Movable Bridge(s) and Tunnel(s) requiring repair or preventive maintenance:

STRUCTURE TYPE	STRUCTURE NUMBER	OPERATION	MILE POST	MUNICIPALITY	COUNTY
<u>SINGLE LEAF BASCULES</u>					
Route 7 Passaic River	0208-150	UNMANNED	5.30	North Arlington	Bergen
Route 35 Chesapeake Creek	1222-150	MANNED	47.21	Old Bridge Twp.	Middlesex
Route 30 Beach Thorofare	0103-152	MANNED	56.76	Atlantic City	Atlantic
Route 47 Grassy Sound	0506-150	MANNED	0.92	Lower Twp.	Cape May
Route 52 Beach Thorofare	0511-150	MANNED	0.14	Ocean City	Cape May
Route 52 Ship Channel	0511-153	UNMANNED	1.90	Ocean City	Cape May
Route 50 Tuckahoe	0510-152	UNMANNED	7.05	Upper Twp.	Cape May
<u>DOUBLE LEAF BASCULES</u>					
Route 35 Manasquan River	1506-152	MANNED	14.61	Point Pleasant	Ocean
Route 37 Barnegat Bay	1508-150	MANNED	11.93	Dover Twp.	Ocean
Route 46 Hackensack River	0221-155	UNMANNED	70.25	Little Ferry	Bergen
Route 71 Shark River	1321-150	MANNED	5.84	Belmar Boro.	Monmouth
<u>QUAD LEAF BASCULE</u>					
Route 3 Passaic River	1601-164	UNMANNED	4.95	Clifton City	Passaic
Route 40 Inside Thorofare	0109-155	MANNED	64.02	Atlantic City	Atlantic
<u>VERTICAL LIFT BRIDGES</u>					
Route 1 & 9 Passaic River	0705-151	UNMANNED			
Route 1 & 9 Hackesack River	0905-152	MANNED			
Route 7 Hackensack River	0909-150	MANNED	0.37	Jersey City	Hudson
Route 13 Inland Waterway Canal	1505-150	MANNED	0.33	Point Pleasant	Ocean
Route 88 Inland Waterway Canal	1515-151	MANNED	8.98	Point Pleasant	Ocean
Route 44 Mantua Creek	0806-151	MANNED	6.31	Paulsboro Boro.	Gloucester
Route 130 Raccoon Creek	0817-151	MANNED	11.75	Logan Twp.	Gloucester
Route 280 Passaic River	0731-161	MANNED	14.53	Newark City	Essex
<u>TUNNEL(S)</u>					
Route 29 Tunnel & Surrounding Area	1131-292	UNMANNED	0.2 to 17.01	Trenton City	Mercer

SECTION 104 – SCOPE OF WORK

104.01 INTENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All Work to be performed shall be authorized by and as per the direction of the PM and RE or applicable designated representative. Due to the nature of the Contract, no specific type or minimum amount of Work is guaranteed.

The authority to direct the Work performed and inspect on-site features of this Contract will be assigned to the PM and RE.

The Work may be located at but not limited to the following locations within the State:

Any bridge or other structure incorporated into the State Highway System.

Any bridge or other structure within the State not incorporated into the State Highway System.

Any public or Department owned facility or land.

The Work may be of an emergency nature therefore maintain and have available on four (4) hours notice, 24 hours a day during any day of the year, until the Contract reaches completion as set forth in Subsection 108.10 of these Special Provisions, the labor, tools, materials and equipment necessary to perform such Work as designated in these Special Provisions, including all related work as required. If the emergency work is electrical in nature and a solution, acceptable to the RE, cannot be determined by the Contractor's electricians within two (2) hours after arriving at the worksite, the RE reserves the right to request the SYSTEM TECHNICIAN to arrive on-site within four (4) hours. The ability to begin Work on the emergency job site within two (2) hours notice is an essential part of this Contract. For each hour the labor, tools, materials and equipment necessary to perform such Work are not provided the Department will assess damages in the amount of \$1000 per hour.

No specific payment will be made for the cost of maintaining the Contractor, Subcontractor or Vendor owned material, labor, tools, and equipment at a ready status. The cost of doing so shall be deemed included in the prices bid for the various scheduled Items. The Department will not pay for any Contractor owned material that is not used. Provide all necessary material other than those provided by the Department and provide required access and handling equipment to perform the Work in a safe and workmanlike manner. No payment will be made for consumables. They shall be deemed included in the prices bid for the various Items included in the Proposal.

Have available all necessary equipment to perform the emergency work or work as required in the Items 24 hours a day during any day of the year. Provide documentation of availability for equipment not owned, prior to the start of the Contract.

Emergency Repairs: The minimum call out time will be four (4) hours for an emergency call out. Payment will be made for a maximum of two (2) hours of travel time to the job site and will be considered as part of the minimum four (4) hour call out for the initial response day only. The Department will pay for each hour worked on-site if the emergency call-out requires less than eight (8) hours.

Priority Repairs: Site work time requirement for priority repairs is a minimum of eight (8) hours and no minimum call out time. The Contract covers a large area and the distance to each work site will vary greatly on a daily basis. No payment will be made for travel to and from job sites. On projects that require less than eight (8) hours on any consecutive day, the Department can move the Contractor's crew(s) to another site.

The total minimum call out time for each specific Item will be eight (8) hours per day for each day directed (non-emergency) to report to the job site. The eight (8) hours per day minimum will not include time required for mobilization or travel to and from the job site. In the event that the Item requires less than eight (8) hours on any consecutive day, the Department may move the Contractor to another site. Payment for the movement between job sites will be considered as part of the eight (8) hour call out for each appropriate Item. The Department may cancel the Work if insufficient materials or equipment for the Work or any other reason as determined by the RE. The Department will pay the actual hours worked for each Item prior to the cancelation of work.

The RE may cancel the next days' Work due to anticipated inclement weather. The RE will provide verbal notification of cancellation on the day prior to the Work by the end of business. The Department will pay a minimum of two (2) hours show up time for each applicable Item in the event the RE cancels the Work in the morning or at the start of the Work at the job site due to inclement weather. The Department will pay the actual hours worked for each applicable Item in the event the RE cancels Work after the first two (2) of Work. The RE may cancel or suspend operations for any equipment breakdowns that may delay the progress of the Work. The Department will pay for the hours the equipment remained operational. Cancellations or suspensions for equipment breakdowns shall not be the basis for any claim arising out of this Contract.

The Department may issue a separate contract for repairs that exceeds 50% of the bid price for this Contract. This will not reduce the total bid amount for this Contract.

The Department may perform any Work within the limits of this Contract whenever the Department determines that doing so is in the public interest or is appropriate for safety reasons. Perform repair Work in conjunction with Department Forces or another Contractor.

Provide a utility truck to all foreman, which is to be brought to the designated work sites on a daily basis and shall be equipped with all common tools of the trade and all required material needed for the assigned job. The cost of providing this truck with necessary tools and materials shall be included in the prices bid for the various Items.

The Department will pay for the material purchased and authorized by the RE as described under Section 109. The cost of all consumable materials-required to perform the work such as but not limited to rags, cleaning solvents, wipes, gloves, drill bits, welding rods, work boots, protective clothing's etc. shall be included in the prices bid for the various Items. The RE will specify as to the model and manufacturer of the consumable items.

When working on movable structures, the Contractor's crew foreman shall report to the bridge tender in charge at the beginning of the day's work and inform the bridge tender in charge upon leaving the site. Before leaving the site a bridge operator may request a test opening to ensure safe operation of the structure.

All crewmembers and personal are to wear a color picture ID badge. Provide the name of the crew member, name of the company, year issued, and a picture of the crewmember on said crewmembers ID badge. The Department will not provide said badges all costs to be included in the various Items scheduled in the Proposal.

104.03 CHANGES TO THE CONTRACT

104.03.03 Types of Changes

1. Quantity Increases and Decreases.

THE ENTIRE SUBPART IS CHANGED TO:

The estimated quantities set out in the Proposal form are presented solely for the purpose of obtaining a representative bid price, and are not intended to indicate the Department's anticipation as to the actual quantities. The Department may increase or decrease the total quantities and quantities used on a daily basis as needed during the period of this Contract. Contract Items are not eligible for any adjustment in contract bid unit prices regardless of how much the total as-built quantities varies from the quantity contained in the Proposal.

2. New Work.

THE FIRST PARAGRAPH IS CHANGED TO:

The Department may require new Work as needed for the satisfactory completion of a Project. Contract Items are not eligible for any adjustment in contract bid unit prices.

104.03.04 Contractual Notice

THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract. If notice is not provided on Contractual Notice (Form DC-161), include the following in the initial written notice:

1. A statement that this is a notice of a change.

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2. The date when the circumstances believed to be a change was discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

In addition to the hard copy of the notice, email the notice to the RE. It is not necessary to attach listed documents to the email.

104.03.08 Force Account

5. Materials.

THE FIRST PARAGRAPH UNDER SUBPART (1) IS CHANGED TO:

1. If a cash or trade discount is offered by the actual supplier or available to the purchaser, credit the Department notwithstanding the fact that such discount may not have been taken. Provide written documentation of all discounts. Written documentation must be provided with the respective invoice.

THE FOLLOWING IS ADDED:

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

The cost of transportation, handling and delivery of materials that have been delivered directly from a supplier, manufacturer or distributor will be paid for under this Item. Payment will be based on the actual cost as evidenced by paid receipts. No profit will be paid on the cost of transportation, handling and delivery of materials, as described above. The cost of transportation, handling and delivery of materials from the Contractor's or Departments storage area will not be paid.

All the materials shall conform to the appropriate Subsection of Division 900 of the Standard Specifications, as modified by these Special Provisions. The RE must approve procurement of materials before they are purchased.

The Department may supply materials purchased through State Vendors or other State materials for use on this Contract. No claims for payment of any additional compensation for materials, which have been supplied by the State, shall be made.

Any additional materials that are purchased for use will be delivered to the sites or to such other locations as directed by the RE. Any excess material shall become the property of the Department. Direct shipment from the supplier or distributor to the job site, shall only be performed with prior approval from the RE.

All materials purchased, and all materials salvaged or removed at the Work site, will become property of the Department. At the option of the RE, these materials or remainders of these materials may be abandoned for removal and disposal. Payment for disposal of materials will not be paid. Include the costs in the various Items scheduled in the Proposal.

7. Equipment.

a. Contractor-Owned Equipment.

THE FOLLOWING IS ADDED TO THE END OF THE FIRST PARAGRAPH

Overtime shall be charged at the same rate indicated above.

b. Rented Equipment.

THE FOLLOWING IS ADDED:

Provide all equipment necessary to perform the Work. The rental and transportation costs will be paid only on required equipment that is not part of an Item. Provide a copy of the paid receipt or canceled check for the rental expense incurred. Rented equipment, which includes operators or all operating costs, payment will be

made at the actual cost as evidenced by paid receipts. At the time of rental, all labor cost shall be included and no additional payment will be made for reason of prevailing wages. Consider prevailing wage in the cost of rental with operator and will incur that cost if not agreed upon prior to rental. If rented equipment and plant does not include operators or all operating costs, payment will also be made at the actual cost as evidenced by paid receipts. The operators shall be paid under the applicable repair category as bid in the Proposal. The hourly operating costs for this equipment will be determined from the applicable volume of the Blue Book.

If a cash or trade discount is offered by the supplier of the equipment, credit the Department notwithstanding the fact that such discount may not have been taken. Provide written documentation of the discount. Written documentation must be provided with the respective invoice.

8. Profit.

THE ENTIRE TEXT IS CHANGED TO:

The Department will make payment for profit at a rate of ten percent (10%) applied on the following:

1. Total material cost (bare cost F.O.B.) as specified in 104.03.08.5.
2. Total direct labor cost (actual hours worked multiplied by the regular hourly rate) including fringe benefits as specified in 104.03.08.1 and 104.03.08.2.
3. Total owned equipment and plant costs including operating expense.
4. Total rented equipment and plant costs as specified in 104.03.08.7.b.
5. Profit shall be computed at zero percent (0%) in the event that additional labor in the form of safety personnel such as railroad flaggers, local police, etc., needs to be hired to complete the Work.
6. The Department will not pay for any State sales tax incurred for any material, rented or owned equipment and plant.

9. Overhead.

THE ENTIRE TEXT IS CHANGED TO:

Overhead will be computed at zero percent (0%) percent on labor, material and contractor owned or rented equipment.

10. Subcontractors.

THE ENTIRE TEXT IS CHANGED TO:

The Department will make payment for work performed by subcontractors in the same manner as for the Contractor as specified in 109.03 The Department will make payment for markup on subcontracted work at the rate of five percent (5%) applied to the total amount of all costs for subcontracted force account work.

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

THE FOLLOWING IS ADDED:

Work to be performed under this Contract that was inspected and found damaged or severely deteriorated or a determination is made by the RE to construct, modify or upgrade existing elements, the RE will:

1. Notify the Contractor by telephone or other means of the following as applicable:
 - a. Site location.
 - b. Required response time and/or planned Work schedule and hours of operations.
 - c. Type of repair Work needed.
 - d. Approximate estimate of quantities.
 - e. The estimate of personnel and equipment not covered by Items that will be included under estimated force account work, if required.
 - f. Work force, category, and equipment as described in these Special Provisions that are required to be mobilized to the site location and elsewhere.
2. Coordinate traffic operations, Department support forces (if any), and other Contractors (if any).
3. Notify any other parties as necessary (i.e. State Police, coast guard, etc).
4. Provide sketches of the required Work, if necessary, to the Contractor at the site of an emergency or critical site, during mobilization; or at least two (2) days prior to the required start of the Work in non-emergency situations. When the work situation allows and/or requires, the RE will provide detailed Plans of the proposed Work and an estimate of quantities. However, it is anticipated that Plans will usually not be provided for this Contract.
5. Set the hours of operation for all shop and on site activities, which will include start time, hours of work per day or shift, weekend and/or holiday work and number of days to be worked per week. The RE has full and complete authority to schedule the Work in any manner deemed necessary. All work schedule set by the RE for shop or site activities shall not be the basis for any claim arising out of this Contract.

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.01 Labor and Equipment

1. Labor.

THE FOLLOWING IS ADDED:

Furnish and have available work crews for removing, repairing, fabricating and installing electrical/mechanical components and work crews for welding, timber, plumbing, concrete repairs and facility repair work. The crew personnel must be qualified, experienced and available for work on short notice in the event of an emergency situation. Workers expected to work on moveable bridge components must be experienced in bridge work, capable of climbing and working at any location and height on the moveable bridge components incorporated in the State Highway System. All workers are to be approved by the RE before starting the work.

105.02.02 Superintendent

THE FOLLOWING IS ADDED:

Provide an Electrical Crew Superintendent to coordinate the electricians described in Subsection 555.03.13. The Electrical Crew Superintendent will coordinate multiple electrical crews located at multiple Work locations throughout the State. The Electrical Crew Superintendent will meet the qualifications of an electrician as described in Subsection 555.03.13.1.a. The Electrical Crew Superintendent will perform electrical Work under REPAIR CATEGORY "A" in

addition to coordinating electrical crews. Ensure that the superintendent is present at one of the Work locations at all times when REPAIR CATEGORY "A" is designated by the RE.

The RE must approve Superintendent or designated alternative before starting the Work.

105.02.03 Subcontracted Work

THE FOLLOWING IS ADDED:

The RE must approve the Subcontractors Superintendents, Foreman, Field Personnel, or designated alternative before starting the work.

THE FOLLOWING SUBPARTS ARE ADDED:

105.02.05 Crew Coordinator

Send a skilled representative from the Contractor's organization to make preliminary site inspections to the various proposed Project locations with the RE prior to the actual repair work to evaluate field conditions as well as to determine if any specific equipment, riggings, scaffolding, tools, etc., which may be necessary to complete the project as expeditiously as possible.

The skilled representative shall be known as the Crew Coordinator and upon notification shall be required to make these inspections either with or without the RE or the Inspector. All findings and recommendations shall be communicated to the RE for approval prior to the scheduling of the Work. The qualifications of the Crew Coordinator are as described in Subsection 555.03.13 of these Special Provisions.

The RE must approve the Crew Coordinator before starting the Work.

105.02.06 Submittals

Provide sketches, shop drawings, certifications, procedure specifications and cost estimates, if requested by the RE. When requested by the RE, prepare and submit a written cost estimate for the Work to be performed.

Provide a cost estimate based on judgment from years of experience on similar work, information given by the RE and field visits. The cost estimate shall include quantities for the specific Items, material cost, and any estimated force account items that were not included in the specific Items. The cost estimate shall be submitted within three (3) Working days after the RE's request. The proposed estimate is not a guaranteed payment, and is subject to revision by the RE.

No specific payment will be made for any cost incurred for any required submittal; all such cost being deemed included in the various Items in the Proposal.

105.02.07 Commencement of Work

Furnish all labor, equipment and materials for the layout and construction of the Work. Do not schedule Work to start on any Project until all materials have been ordered and received unless otherwise notified by the RE. Compensation will not be given for labor or equipment unless all materials and equipment necessary to perform the work are present at the work site at the start of the work shift.

Begin Work on the proposed Project within three (3) Working days after notification from the RE. Mobilize the required work force and equipment within four (4) hours for Projects that are considered by the RE to be of an emergency nature. This time begins immediately following verbal notification from the RE. The four (4) hour call-out response is an essential and material part of this Contract.

Maintain, at the work site, records detailing the Work performed and the Contract items utilized. Except for emergency work, furnish to the RE work reports for each day's Work no later than the following day. These work reports shall classify each activity performed by Contract Item. The acceptance of these reports by the RE shall not preclude subsequent adjustment based on later audit by the Department.

Provide transportation and any safety equipment during the Work for the RE or the Inspector over land and water throughout the work site. No specific payment shall be made for any cost of providing this transportation. Include the

costs in the various Items scheduled in the Proposal. Work cannot interfere with the normal and scheduled operation of the bridge.

Familiarity with Coast Guard regulations that govern the operations of the bridge is needed, and at no time shall said regulations be violated. Contractor is responsible for paying all fines associated with said violations of the Coast Guard regulations.

105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. Ensure that working drawings are signed and sealed by a Professional Engineer. After Award, the Department will provide additional formatting information, the number of copies required, and the designated design unit to which the Contractor shall submit working drawings.

105.07 COOPERATION WITH UTILITIES

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

THE FOLLOWING IS ADDED:

The design for this Contract did not identify any anticipated utility conflicts. Underground excavation or the driving of guide rail posts will require the location of existing utilities as specified in Subpart 105.07.01.B.

B. Locating Existing Facilities.

THE FOLLOWING IS ADDED:

2. Bureau of Traffic Operations, North Region (TOCN)
670 River Drive
Elmwood Park, NJ 07407-1347
Telephone: 201-797-3575

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

200 Stierli Court
Mt. Arlington, NJ 07856-1322
Telephone: 973-770-5065

Bureau of Electrical Maintenance, Central Region
100 Daniels Way
Freehold, NJ 07728-2668
Telephone: 732-625-4350

Bureau of Electrical Maintenance, South Region
One Executive Campus Route 70 West
Cherry Hill, NJ 08002-4106
Telephone: 856-486-6627

FOR WEIGH IN MOTION AND TRAFFIC VOLUME SYSTEMS CONTACT:

Bureau of Transportation Data Development
PO Box 600
Trenton, NJ 08625

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609-530-3522

FOR ROAD WEATHER INFORMATION SYSTEMS CONTACT:

Bureau of Maintenance Engineering & Support - Electrical Section
PO Box 600
Trenton, NJ 08625
609-530-5728

THE FOLLOWING IS ADDED:

Do not interfere with the operation of submarine cables, or other utilities on or near fender systems, except at the specific and detailed written direction of the Department. Locate the submarine cables or other utilities (by the diver inspection, if directed) before proceeding with Work, and so notify said utility companies. Utilize the diving crew services to assist in the repair Work where required and as directed by the RE.

Do not proceed with any excavation operations until it has determined the exact location of the existing utility facilities within the Project site through inquiries to the respective Utility(s), and through its own subsurface site investigations, including test pits. Test Pits will be as specified in Subsection 202.03.02. Notify the RE if their examinations determine any conflicts to completing the Work.

C. Protection of Utilities.

THE SECOND PARAGRAPH IS CHANGED TO:

Protect and support existing Department electrical and ITS facilities and ensure that there is no interruption of service. Use hand tools only while working within two feet of the fiber optic network. At least 30 days before beginning the work, submit a plan to the RE for approval showing the method of support and protection.

THE FOURTH PARAGRAPH IS CHANGED TO:

Access within railroad right-of-way is restricted. Before beginning work within the railroad ROW or on railroad facilities, obtain the railroad's written approval for access, the method of construction, and the schedule of the work. Provide a copy of the submittal and approval to the RE. Comply with the railroad's requirements for working within the railroad right-of-way.

THE FOLLOWING IS ADDED TO THE SIXTH PARAGRAPH

Ensure that the work is performed following the railroad's access and safety restrictions.

THE FOLLOWING IS ADDED:

Contact the affected utility company to determine their schedule and construction time required by the utility company to perform the work of protecting or relocating its facilities.

E. Damage.

THE FOLLOWING IS ADDED:

Assume full responsibility and bear all costs related to disruption of or damage to any utility facilities by the work operations if caused by negligence.

Do not temporarily move existing or completed utility facilities without the Utility(s) written consent. The facilities shall be as safe and permanent at completion as they were before the work performed. The Utility(s) may complete the repairs or allow the Contractor to complete the repairs, with the Contractor responsible for any applicable time and expense. Repairs to Department electrical installations will be as specified and additional requirements for the fiber optic network of the Department ITS facilities as specified in this Subsection. The fiber optic network includes the conduit/cable, junction boxes/cabinets, and hubs.

Within two hours of any damage to the fiber optic network, notify the RE, in writing with a copy to the Traffic Operations contact specified in the Special Provisions. The Contractor is required to complete the repairs within 48 hours and have the repairs underway within 12 hours after the damage has occurred. If the written notice has not been received within two hours or the commencement of the repairs has not started within 12 hours, the Department may undertake and complete the repairs. The cost of repairs made by the Department for damages will be deducted from subsequent estimates. Damages for lost services will be assessed at a minimum of \$1000 per hour, or increased based on costs calculated by the Department, and deducted from subsequent estimates if the work is not completed within 48hrs.

If the Utility(s) incurs costs not covered by the utility agreement, or delay, or incur costs without prior written approval of the RE, the Contractor will be responsible for these costs and delays. Pay the Utility(s) within 30 days of the Utility(s) request for cost reimbursement of any repairs and other incurred costs. If payment has not been made within 30 days, the Department may reimburse the Utility(s) and deduct these expenses from partial or final payment due.

105.07.02 Work Performed by Utilities

THE FOLLOWING IS ADDED:

Cooperate with the Utility(s) concerned and notify them, through the RE, not less than 10 State Business Days in advance of the time it proposes to construct any utility item or perform any work that may endanger or affect their facilities. Contractual obligation of coordinating activities with those of the Utility(s) is part of this Contract. The Utility(s) will be given the opportunity to inspect the actual material to be installed as well as the installation.

Provide 72-hour advance notice to the RE for any meetings scheduled with Utility(s) and provide the RE with a copy of any correspondence with the Utility(s).

For ITS facilities, notify the Bureau of Traffic Operations at the location and telephone number provided in the Special Provisions. For all other electrical installations, notify the Regional Bureau of Electrical Maintenance at the location and telephone number provided in the Special Provisions. No Department-owned installation is to be accessed, modified, removed, or disturbed in any manner, without first making such notifications and attending a meeting with the Department if requested.

SECTION 106 – CONTROL OF MATERIAL

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

Have in stock, or be able to obtain in the response time required, various timber, concrete and steel materials which could be required for temporary timber structure repair, concrete repairs, and underwater repair or emergency repairs until such time as permanent repair materials are obtained and supplied to the Project. Materials furnished as described herein will be reimbursed and said materials shall become the property of the Department.

The RE must approve all materials furnished.

106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

THE ENTIRE SUBSECTION IS CHANGED TO;

No substitution is permitted

SECTION 107 – LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT THE FOURTH PARAGRAPH IS CHANGED TO:

For purposes of determining the date of “completion of the contract” pursuant to N.J.S.A. 59:13-5, “completion of the contract” occurs on the date that the Contractor provides written notice to the Department of Acceptance or conditional Acceptance of the Proposed Final Certificate or the 30th day after the Department issues the Proposed Final Certificate, whichever event occurs first.

107.09 INDEPENDENT CONTRACTOR THE SECOND SENTENCE IS CHANGED TO:

It shall neither hold itself out as, nor claim to be, an officer or employee of the Department by reason hereof.

107.11 RISKS ASSUMED BY THE CONTRACTOR

1. Damage Caused by the Contractor. THE FOLLOWING IS ADDED:

When working within the vicinity of the Turnpike, Garden State Parkway, Atlantic City Expressway or the following:

Rt. 38, MP 0.5 to 9.5
Rt. 42 MP 6.3 to 13.3
Rt. 70, MP 0.0 to 5.4
I-80, MP 57.5 to 68.3
I-295, MP 40.6 to 67.79
I-95, MP 0.58 to 8.77
I-195 MP 0.00 to 6.25

For any damages by the Contractor to the fiber optic network along the routes listed, also notify the Adesta Network Operations Center at 877-637-2344 within two hours. Only Adesta will be allowed to complete repairs on that respective section of the fiber optic network. Directly pay Adesta within 30 days from the receipt of Adesta’s invoice for such repairs, and provide the RE with a copy of the transmittal letter. If the Contractor does not make payment within 30 days, the Department may recover the costs incurred for repairs from the Contract.

107.12.01 Satisfying the Notice Requirements THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Upon request, provide the RE with 3 copies of all documentation submitted in support of the claim.

107.12.02 Steps

3. Step III, Claims Committee. THE SECOND PARAGRAPH IS CHANGED TO:

The Claims Committee will not review a claim or combination of claims valued less than \$250,000 until after the receipt of conditional release as specified in 109.11. If the Contract is 75 percent complete or greater as measured by Contract Time or Total Adjusted Contract Price, the Claims Committee will not review a claim or combination of claims valued more than \$250,000 until after receipt of conditional release as specified in 109.11. If the Claims Committee does not review a claim or combination of claims before Completion, the Claims Committee will review the claim or combination of claims at a single session of the Claims Committee after the receipt of the conditional release as specified in 109.11 and all claims have been reviewed

at Steps I and II of the Claims Resolution Process. When reviewing a combination of claims, the Claims Committee will not review any individual claim valued less than \$20,000.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

1. Values and Quantities.

THE FOLLOWING IS ADDED:

5. The Contractor may only subcontract to Companies with a minimum of 5 years experience on movable bridge projects and a NJDOT Rating for work type classification code #41. Electrical Subcontractor Companies must have a NJDOT Rating for work type classification code #41, minimum 5 years experience on movable bridge projects, established as an electrical contractor company for a minimum of 10 years, successfully started and installed at least 2 primary drive systems on movable bridges, and have a minimum of one employee that has completed the Rockwell Automation training classes and received a certificate in CIA101, CCP146, CCCL21 and CCP153. RE must approve all subcontractors prior to the start of work.

THE THIRD PARAGRAPH IS CHANGED TO:

If a partial quantity of work for a unit price Item is subcontracted, the Department will determine the value of the work subcontracted by multiplying the price of the Item by the quantity of units to be performed by the subcontractor.

THE FOURTH PARAGRAPH IS CHANGED TO:

If only a portion of work of an Item is subcontracted, the Department will determine the value of work subcontracted based on the value of the work subcontracted as indicated in the subcontract agreement and as shown in a breakdown of cost submitted by the Contractor.

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

THE FIFTH PARAGRAPH IS CHANGED TO:

The Contract start date is **January 1, 2012**. If the Contract is **not executed within 25 days of January 1, 2012**, then the Contract start date will be the **25th day after execution of the Contract**.

108.05 SANITARY AND SAFETY PROVISIONS

108.05.01 Sanitary

THE FOLLOWING IS ADDED:

The location of the field sanitary facility(s) will be as directed by the RE. The cost will be included in the various Items scheduled in the proposal.

108.06 NIGHT OPERATIONS

2. Visibility Requirements for Workers and Equipment.

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that workers wear a 360° high-visibility retroreflective safety garment meeting ANSI/ISEA Class 3, Level 2 standards.

108.07 TRAFFIC CONTROL

THE FOLLOWING SUBPART IS ADDED:

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108.07.03 Traffic Control Plan (TCP)

Traffic Control Plans and Construction Details will not be provided. Submit Traffic Control Plans, in accordance with the 2007 NJDOT Standard Roadway Construction/Traffic Control/Bridge Construction Details Booklet and as indicated in Section 159, for approval by the RE.

Tunnel Traffic Control Plans may be available thru the tunnel office for reference purpose only.

General Note number 26, subheading B, paragraph 3 on sheet TCD-1 of the 2007 NJDOT Standard Roadway Construction/Traffic Control/Bridge Construction Details Booklet is changed to:

The hours for the establishment of a new traffic pattern are the same as for single lane traffic closure hours.

General Note number 26, subheading D, paragraph 3 on sheet TCD-1 of the 2007 NJDOT Standard Roadway Construction/Traffic Control/Bridge Construction Details Booklet is changed to:

Other proposed changes to "Temporary Lane Closures" and all changes to "Permanent Lane Closures" shall be submitted to the RE at least forty calendar days in advance of when the change is proposed to start.

For tunnel lane closures, traffic control plans for closing lanes in both directions are available thru the tunnel office. All applications will be as directed by the RE.

Traffic control plans submitted or site configurations that are deemed unique or not typical shall be reviewed and approved by the RE. Plans shall include as a minimum, the location and quantities of all required traffic control devices for each stage of construction. No separate payment will be made for this plan. All costs shall be included in the prices bid for various traffic control Items scheduled in the Proposal.

108.08 LANE OCCUPANCY CHARGES

THE SECOND PARAGRAPH IS CHANGED TO:

The RE will keep record of each occurrence as well as the cumulative amount of time that a lane is kept closed beyond the lane closure schedule and provide the record to the Contractor. The Department will calculate the lane occupancy charge by multiplying the length of time of the delayed opening, in minutes, by the rate of \$10 per minute per lane, unless otherwise specified in the Special Provisions. The total amount per day for the lane occupancy charge that the Department will collect will not exceed \$10,000.00.

108.09 MAINTENANCE WITHIN THE PROJECT LIMITS

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

6. Access to ITS devices and their respective controllers and meter cabinets is maintained throughout the duration of the project.

108.10 CONTRACT TIME

THE FOLLOWING IS ADDED:

The Contractor shall complete all work assignments required for Completion within the time set for the assignment by the RE. Time is of the essence as to all time frames stated in the Contract Documents and set by the RE; therefore, all time frames shall be strictly enforced.

- A. Complete all work required for Substantial Completion and to achieve Completion on or before **December 31, 2012**.

108.11 MODIFICATIONS TO CONTRACT TIME

108.11.01 Extensions to Contract Time

A. Qualifications for Extensions.

THE FIRST PARAGRAPH IS CHANGED TO:

The Department will only extend work assignment time if an excusable delay, as specified in 108.11.01.B.2 or 108.11.01.B.3, delays work on the critical path beyond the work assignment as specified in 108.10 using the approved progress schedule that is current at the time the delay occurred.

THE FOLLOWING IS ADDED:

It is agreed that the Work of this Contract may include Work of an emergency nature. The RE may therefore extend the Contract Time. If an extension of time is granted, due to emergency work, perform the Work as described herein. Refusal to perform said Work will be considered a default.

B. Types of Delays.

1. Non-Excusable Delays.

THE FOLLOWING IS ADDED:

For work performed by Utilities, delays up to 30 percent of the estimated duration specified in 105.07.02 are considered non-excusable. The duration includes both the advance notice and the completion of the work by the Utility.

For delays caused by Railroads, delays up to 30 percent of the estimated availability specified in 105.07 are considered non-excusable.

2. Excusable, Non-Compensable Delays.

b. Utilities.

THE FOLLOWING IS ADDED:

For delays caused by Railroads, when the availability to access is reduced by more than 30 percent greater than the estimated availability specified in 105.07

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.

108.11.02 Reductions to Contract Time

THE ENTIRE SUBPART IS CHANGED TO:

The Department may reduce the Contract Time, at any time during the duration of the Contract.

108.12 RIGHT-OF-WAY RESTRICTIONS

THE FOLLOWING IS ADDED:

Obtain written permission from property owners to gain access to the work areas.

108.13 SUSPENSION OF WORK

THE FOLLOWING IS ADDED:

The Work of this Contract is known to be intermittent and often is of an emergency nature. If the performance of all or any part of the Work is for any period suspended, delayed, or interrupted by an act of the RE in the administration of this Contract, or by a failure of the RE to act within a reasonable time, compensation on account of suspension, delay, or interruption will be limited to the payment of bid prices for those Items ordered by the RE.

If the RE orders a suspension of all of the Work or a portion of the Work, which is the current controlling operation or operations, for any reason, the days on which the suspension is in effect shall not be considered working days on working day contracts.

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 25 days of execution 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

THE FOLLOWING IS ADDED:

Liquidated damages are as follows:

1. For each day that the Contractor fails to complete a work assignments within this Contract, the Department will assess liquidated damages in the amount of \$500 per day.
2. For each hour that the Contractor fails to provide the labor, tools, materials or equipment necessary to perform such Work the Department will assess damages in the amount of \$1000 per hour.

The Department will recover all damages specified above by deducting the amount thereof from any monies due or that may become due the Contractor, or from the Contractor or from its surety.

If the Contractor fails to respond to emergency call-outs by not furnishing all of the work force, equipment, and materials as required by the RE to the work site within the time specified elsewhere herein, the Contractor shall pay the Department liquidated damages in accordance with this Subsection. Such liquidated damages shall be paid for each hour that the Contractor is in default on responding to a call from the Department.

If the Contractor fails to respond to a routine call-out by not furnishing all of the work force, equipment, and materials as required by the RE to the work site within the time specified elsewhere herein, the Contractor shall pay the Department liquidated damages in accordance with this Subsection. Such liquidated damages shall be paid for each and every day, as herein defined, that the Contractor is in default on responding to a call from the Department.

When the Contractor may be subjected to more than one rate of liquidated damages established in this Section, the Department will assess liquidated damages at the higher rate.

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will measure all Item quantities.

109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will not make additional or separate payment for work or portion of work unless specifically provided for in the "Measurement and Payment" Subsection.

109.03 PAYMENT FOR FORCE ACCOUNT

THE FOLLOWING IS ADDED:

Submit valid copies of Vendor's invoices to substantiate material charges. Vendor's invoices will be submitted with the daily Force Account Work reports, or if not available, submitted with subsequent daily Force Account Work reports. Should said Vendor's invoices not be submitted within 60 days after the date of delivery of the material, or within 15 days after the Completion, whichever occurs first, the Department reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available, in the quantities concerned, delivered to the location of Work, less any discounts provided in Section 104.03.08.5.1.

The RE's records will be compared with the completed daily Force Account Work reports furnished by the Contractor, and any necessary adjustments will be made. When these daily Force Account Work reports are agreed upon and signed by both parties, said reports become the basis of payment for the Work performed but do not preclude subsequent adjustment based on a later audit by the Department.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the Department, during the life of the Contract and for a period of not less than three years after Acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall ensure that the cost records of such other forces are open to inspection and audit by representatives of the Department on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after Acceptance, the Contractor will be provided a reasonable notice of the time when such audit is to begin. In case all or a part of such records are not made so available, the Contractor understands and agrees that Items not supported by reason of such unavailability of the records will not be allowed, or if payment therefore has already been made, the Contractor shall refund to the Department the amount so disallowed.

Force account payment will be made under Item FORCE ACCOUNT LABOR, EQUIPMENT AND MATERIALS as specified in Section 109.03

The amount provided in the proposal for FORCE ACCOUNT is an estimated amount and will be adjusted on the basis of paid bills.

109.07 BONDS POSTED IN LIEU OF RETAINAGES

THE FIRST PARAGRAPH IS CHANGED TO:

The Contractor may deposit negotiable bonds of the State or any of its political subdivisions, which have been approved by the Department, in an escrow account to secure release of all or a portion of the retainage withheld as specified in 109.05. Establish the account under the provisions of an escrow agreement to be entered into between the Contractor, the Department, and a bank located in the State that is an authorized depository with a trust department. Pay the charges of the bank for services rendered according to the terms and conditions of the escrow agreement.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 152 – INSURANCE

152.03 PROCEDURE

152.03.01 Owner's and Contractor's Protective Liability Insurance

A. Policy Requirements.

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better.

3. Owner's and Contractor's Protective Liability Insurance.

THE ENTIRE TEXT IS CHANGED TO:

Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy.

Ensure the policy is endorsed to include per project aggregate.

152.03.02 Railroad Protective Liability Insurance

THE FOLLOWING IS ADDED:

Railroad Liability Insurance will not be required unless the Work dictates the necessity. The RE will advise the Contractor of the need for this insurance. Payment will be made under Section 109.03

152.03.03 Pollution Liability Insurance

THE FOLLOWING IS ADDED:

Pollution Liability Insurance will not be required unless the Work dictates the necessity. The RE will advise the Contractor of the need for this insurance.

SECTION 153 – PROGRESS SCHEDULE

153.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Progress schedules will not be required unless otherwise requested by the RE. The progress schedule may be a bar chart or similar type approved by the RE.

153.03 PROCEDURE

153.03.03 Bar Chart Progress Schedule and Updates

THE ENTIRE SUBPART IS CHANGED TO

- A. Schedule.** The schedule shall be in a suitable scale to indicate the percentage of work scheduled for completion at any time. The progress schedule shall include, as a minimum, one activity for each Item, however, the RE may require, and the Contractor shall provide, a breakdown of each discrete component part to be included in the progress schedule for certain Items. The Contractor shall include in the progress schedule, or in a separate submission, a schedule of working drawing submissions. The Contractor shall update the progress schedule when conditions have changed such to invalidate the current schedule. Schedules are to be submitted within one (1) day of such request.
- B. Updates.** Updated schedules are to be submitted within one (1) day of such request.

If the project falls behind schedule for nonexcusable delays, so that the schedule indicates that the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

153.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

Furnishing and updating the PROGRESS SCHEDULE will not be measured. Include the costs in the various Items scheduled in the Proposal.

SECTION 154 – MOBILIZATION

THE ENTIRE SUBSECTION IS CHANGED TO:

Mobilization shall consist of the preparatory work necessary for the movement of personnel, equipment, supplies, and incidentals to and from the job site, and other work performed or costs incurred prior to beginning work. No separate payment will be made for all necessary labor and equipment costs associated with the transportation of workers and tools to and from the job site in order to respond to a call-out. The work location will change on daily basis requiring frequent mobilization.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03 PROCEDURE

155.03.01 Field Office

THIS ENTIRE SUBPART IS CHANGED TO:

A field office will not be required for this Project. Damaged or lost equipment will be repaired or replaced throughout the duration of the Contract within 24 hours of notification. All equipment will be new. Used or reconditioned equipment will be rejected. All equipment will be removed and retained by the Contractor when no longer required, unless purchased by the Department. The RE prior to purchase and/or installation must approve all equipment. Provide the following equipment for the exclusive use of the RE.

1. Computer System & Printers

- a. **One (1) base microcomputer system compatible with the Department's "ACES" System with the following minimum:**
 1. Pentium i7 Quad Core Processor, Intel processor with Hyper threading technology, with 4 GB RAM, 512 MB Video RAM, mouse, mouse pad, 1 TB hard drive or larger (must be designated as drive C:), one DVD (+/-) Writer Drive, one CD-R Recordable Drive. System must be USB 2.0 compatible 56K baud data/fax modem. (e.g., 3Com U.S. Robotics 56K Fax V. Everything/V.34 – 56K ITU / x2 Technology, or Hayes Accura 56K).
 2. One Wireless IEEE 802.11b/g/n Wireless LAN Card for each base computer system specified, when more than one base computer is specified.
 3. One wireless Ethernet Hub Switch (minimum IEEE 802.11b/g/n Wireless Gigabit (10/100/1000M) Router w/ USB input) with appropriate number of ports and cables (e.g., Linksys) and a print server.
 4. One dedicated telephone line per computer to be used in conjunction with each of the microcomputer modem.
 5. One high-speed broadband connection with a minimum speed of 3 Megabytes per second (mbps) with dynamic IP address per field office (DSL, Cable, etc.) for the duration of the project.
 6. Minimum two (2) widescreen 23-inch (518.4 mm) viewable area, Native 1920 x 1200 2 60 Hz resolution, DisplayPort (e.g., Dell Ultrasharp).
 7. Minimum 1.5 TB external hard drive @ 7200RPM (e.g., Seagate, Western Digital or Samsung) with backup software for MS-Windows and DOS.
 8. Ten (10) USB 16GB Flash Memory Drives (e.g., SanDisk Cruzer 16 GB).
 9. Uninterruptible power supply (UPS) - OMNI 1000 or approved equal (e.g., APC-1000 - American Power Corporation).
 10. Surge protector for the entire computer workstation to be used in conjunction with the UPS (e.g., Zero Surge Power, Inc. - Point of Use - 2R-15 amp/120 volts).
 11. Computer workstation, printer stand, and/or table having both appropriate surface and chair height.
 12. 100 CD-R 700 MB (or larger) and 150 DVD-R and paper sleeves for discs.
 13. Four (4) cans of compressed air and two (2) packs of anti-static cleaning wipes.
 14. One base printer having at minimum:

- i. Color laser printer having HP PCL 5 emulation, with a minimum of 192 Megabytes of expanded memory, appropriate printer cable, and legal size paper tray (e.g., HP Color LaserJet CP2020 Printer series).
 - ii. One set of appropriate printer toner cartridges every other month for the duration of the construction project.
 - iii. One ten-ream carton of 8½" X 11" size paper (500 sheets per ream, weight: 2.2 ounces per square yard, color: white, grain: long, for laser printers and copiers) every two months for the duration of the construction project.
 - iv. One ten-ream carton of legal size paper (500 sheets per ream, weight: 2.2 ounces per square yard, color: white, grain: long, for laser printers and copiers) every three months for the duration of the construction project.
 - 15. One software package, on CD-ROM with documentation, including:
 - i. Microsoft Windows 7 Ultimate 64 bit (multiple licenses), latest version with future upgrades for the duration of the entire project.
 - ii. Microsoft Office Professional latest version. Software package should contain the following: word processor, spreadsheet, and database.
 - iii. Norton's System Works for Windows, latest version, or compatible software package with future upgrades and latest virus patches.
 - iv. Anti-Virus software, latest version with monthly updates for the duration of the entire project (e.g., Norton Anti-Virus, AVG Anti-Virus Pro, or Avast Pro Anti-Virus).
 - v. Visio Professional Graphics Software for Windows, latest version.
- b. **Five (5) Notebook Computers** such as Dell Latitude E6510 including but not limited to the following:
 - 1. Intel® Core™ i7-720Qm (1.60 GHz, 6M cache), 4 GB DDR3 RAM, 200GB Hard Drive, 15.6" UltraSharp™ FHD (1920x1080) Wide View Anti-Glare LED, WIFI (802.11a/b/g/n), 512MB NVIDIA® NVS 3100M for Quad Core, High Speed Wireless with Broadband capability.
 - 2. Docking station with keyboard and mouse.
 - 3. 23 inch flatscreen LCD monitor with tilt/swivel capabilities.
 - 4. Software Package, Latest Version Installed
 - i. Microsoft Windows 7 Professional 64 bit.
 - ii. Pctools Or Norton Utilities
 - iii. Ms Project
 - iv. Microsoft Office Professional -Latest Version
 - v. Laplink For Windows With Cable

Note: Software To Be Acceptable By The Engineer Before Purchase/Placement.

 - 5. Additional Accessories And Supplies
 - i. One (1) Car Adapter Cable for each notebook
 - ii. One (1) Carrying Case for each notebook
 - iii. One (1) 59 Work Hr Lith. Ion Battery W/Express Charge Technology for each notebook
 - iv. One hundred (100) CD-R's 700MB (or larger) w/ paper sleeves for discs.
 - v. Fifty (50) DVD-R's w/ paper sleeves for discs.
- c. **Five (5) Printers;** HP Photosmart Plus All-In-One Printer or equivalent having the following at a minimum:
 - i. WIFI Printing Capabilities
 - ii. 2400 X 1200DPI
 - iii. USB Port
 - iv. 150 Sheet Legal Size Pater Tray, Bi-directional Cable
- d. **One (1) Office Printer;** OcéVarioLink® 2222c having the following as a minimum:
 - i. Monthly service plan, including but not limited to service calls due to printer malfunction, all toner, paper, staples, etc. supplies for the term of the Contract (with at least 2 month supply).

- ii. Web Browsing, Advanced PDF Encryption & searchable PDF
 - iii. Mobile Phone Support Kit
 - iv. 50-Sheet Staple Finisher
 - v. Saddle Stitch Unit, 2/3 Hole Punch
 - vi. 100 sheet Auto Reversing Document Feeder
1. 2,500 Sheet LCC

Provide new computers, software, disks and accessories. Ensure the system is operational and software listed above shall be installed. All manuals, instructions and literature received with the listed equipment shall be given to the RE.

Install the equipment where directed by the RE. At the time of installation, ensure that all equipment is operational and meets the requirements of the Department. Configure the software to work with the hardware provided.

When the computer system is no longer required by the RE, the Department will remove and destroy the hard drive, and return the computer system. The Department will retain other data storage media.

2. Cameras

1. Three (3) digital cameras, such as Canon PowerShot S90 or approved equal, integrated flash, auto focus, 10 mega pixel (MP), 3.0 optical zoom, LCD screen, USB port and any required accessories, such as adaptors, and battery charging module.
 1. Three (3) Camera Carrying Case
 2. Three (3) Replacement Batteries
 3. Six (6) 16GB compatible memory cards

3. Supplies. Provide the following consumables for the exclusive use of the RE.

1. CD Storage Case (2 per computer)
2. Fifty (50) CD-R's and fifty (50) DVD-R's w/ paper sleeves.
3. 16 GB USB 2.0 Jump Drives (4 per computer)
4. Six (6) sets of printer cartridges
5. Four (4) – 500 sheet ream carton of A4 paper (weight 75 kilograms per square meters, color: white, grain: long, for the laser printers and copiers
6. Six (6) reams of legal size paper 8 1/2 x 11, color – ultra white grain-long, specified for color ink printers).
7. Two (2) heavy-duty fireproof steel storage cabinet with three shelves and lockable doors. Approximate size 48" w x 48"h x 18"d.

4. Cellular Phones. Twelve (12) portable hand held cellular phone(s). The cellular telephone plan shall provide for unlimited usage per telephone. After award of Contract the RE will provide the Contractor the cellular phone service plan provider that will be used for all phones. Twelve (12) existing phone numbers will be ported to new phones. Each of the cellular phones shall have as a minimum the following features:

1. Home rate with no roaming charges within the entire state
2. Bluetooth capable
3. Standby time up to 145 hours
4. Home Charging Station
5. Cigarette Lighter Power Adapter /Charger
6. AC Charging Station

7. Wireless Sync
 8. Broadband Access Connect Capable
 9. Emergency calls to 112 (number operates in specific countries only) without SIM-card and with key locked phone
 10. Call waiting, call hold, call divert, and call timer
 11. Automatic and manual network selection
 12. Closed user group
 13. Fixed dialing number allows calls only to predefined numbers
 14. Content (image & sound) Uploader, built-in browser menu
 15. Push to talk
 16. Damage Insurance
5. **Office Telephones.** Provide four (6) office speaker phones with answering machines. The phones must have date and time stamp and a call in ID to retrieve messages. All phones are to be approved by the RE before installation.
6. **E-Z PASS.** The Contractor shall provide four (4) E-Z Pass Toll Tags.

155.03.02 Field Office Maintenance

THE LAST PARAGRAPH IS CHANGED TO:

Maintain the computer systems, notebooks, printers, cameras, camcorders, cellular phones, e-z pass and all office supply for the duration of the contract or until no longer required by the RE. Repair or replace inoperable, defective, lost or damaged communication devices, office and inspection equipment within 24 hours of being notified.

155.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
E-Z PASS	DOLLAR
TELEPHONE SERVICE	DOLLAR

THE THIRD PARAGRAPH IS CHANGED TO:

The Lump Sum amount for Telephone Service and E-Z Pass provided in the Proposal is an estimated amount and will be adjusted on the basis of paid bills.

The Department will make payment for actual costs of TELEPHONE SERVICE charges as evidenced by paid bills submitted within 60 days of receipt from the service provider for office telephone, cell phones and broadband access.

The Department will make payment for E-Z PASS for the actual costs of the charges as evidenced by paid bills submitted within 60 days of receipt from the service provider.

No separate payment will be made for Porting Phone Numbers, Activation Fee, Termination Fee, Equipment, Extended Warranty, Insurances and repair or replacement of communication, office and inspector equipment. Include the costs in the various Items scheduled in the Proposal.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

No separate payment will be made for any cost incurred for CONSTRUCTION LAYOUT. Include the costs in the various Items schedule in the proposal.

SECTION 159 – TRAFFIC CONTROL

159.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Provide all necessary labor, material and equipment to transport to and from the Project site the required traffic control devices. This Contract will require as a minimum, sufficient traffic control devices to set up and maintain one (1) double lane closing on a 65 mile per hour posted roadway or ramp at each work location as indicated in the NJDOT Standard Traffic Control Plans.

159.02 MATERIALS

159.02.02 Equipment

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 PROCEDURE

159.03.02 Traffic Control Devices

2. Construction Barrier Curb.

THE LAST PARAGRAPH IS CHANGED TO:

Provide top and side mounted flexible delineators on the construction barrier curb. For delineators located on the right side when facing in the direction of traffic, ensure that the retroreflective sheeting is white. For delineators located on the left side when facing in the direction of traffic, ensure that the retroreflective sheeting is yellow. Attach flexible delineators according to the manufacturer's recommendations.

Starting at the beginning of the construction barrier curb section mount top delineators at 100-foot intervals on tangent sections, curves of radii greater than 1,910 feet, and at 50-foot intervals on curves of radii of 1,910 feet or less.

Mount side delineators at the lead end of each barrier segment with the top of the delineator 3 inches from the top of the barrier.

6. Traffic Control Truck with Mounted Crash Cushions.

THE LAST SENTENCE IS CHANGED TO:

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.

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

8. **Portable Variable Message Sign w/Remote Communication (PVMSRC).** Place the PVMSRC at the location directed by the RE. Ensure that a designated representative familiar with the operation and

programming of the unit is available on the Project for On-Site Configuration. Only display messages authorized by the Department for the Project and make the signs available for use remotely from the Traffic Operation center (TOC) specified in 105.07.01.B. Repair or replace malfunctioning PVMSRC within 12 hours of notification by the RE.

Provide a broadband cellular telephone service plan with unlimited data service on an IP based packet network for the intended operational and functional requirements of the PVMSRC. Ensure that the PVMSRC has remote operation capability from the specified TOC using the Department's current DMS control software at the time of deployment.

Provide for one week of testing by the TOC for remotely operating the PVMSRC before the start of construction operations that require lane or shoulder closures, or other impacts to traffic. At least 10 days before testing, submit to the RE for approval a plan for any work to be completed in the TOC. Submit a request to the RE at least 4 days in advance to access the TOC for any work.

159.03.08 Traffic Direction

A. Flagger.

THE LAST SENTENCE IS CHANGED TO:

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

THE FOLLOWING SUBPARTS ARE ADDED:

159.03.10 Traffic Control Device

The following traffic control device list will be used when shoulder or lane closures are required.

Traffic Control Devices For Bridge and Tunnel Shoulder And Lane Closures: Provide all of the necessary labor, materials and equipments to transport to and transport from the project location, the signs and channelizing devices necessary to maintain a shoulder and single or multiple lane closings according to the traffic control plan or according to the direction of the RE. The minimum number of units is as follows:

1. Breakaway Barricades:	Sixty (60)
2. Traffic Cones:	Four Hundred (400)
3. Drums:	Four Hundred (400)
4. Construction Signs, 48" X 48":	Twenty (20)
5. Construction Signs, 60" X 60":	Four (4)
6. Construction Signs, 48" X 24":	Twelve (12)
7. Construction Signs, 60" X 36":	Four (4)
8. Construction Signs, 48" X 30":	Four (4)
9. Construction Identification Signs, Type 2, 48" X 24":	Four (4)
10. Variable Message Signs:	Two (2)
11. Traffic Control Truck With Mounted Crash Cushions:	Four (4)
12. Illuminated Flash Arrows, 4' X 8':	Four (4)

The RE will provide allowable hours for lane closures on a case-by-case basis.

For all construction affecting traffic on local roadways, obtain approval of the proposed traffic control procedures from all local agencies and police having jurisdiction, prior to the start of any work.

Every effort must be made to arrange operations such that access and work may be accomplished from the underside of the bridge, where possible.

Due to the time restriction for lane closures, the working hours must be adjusted to match the allowable lane closure hours. This means that the start time will vary frequently when lane closure is required and called for by the RE. This will still keep the start time between the range described elsewhere. Satisfy the minimum hours on site requirement, as described in 104.01. Any additional time required to start the work requiring traffic control, such as collecting the traffic control devices from different locations or yards, will not be compensated as these devices are expected to be in a ready

status. All additional costs for off-site hours shall be included in the prices bid for various Items scheduled in the Proposal.

Traffic control devices shall not be brought to the job site in an inoperable or unserviceable condition.

Prior to the start of Work all traffic control devices and vehicles necessary to perform lane closures described in this Subsection shall be brought to one location for inspection. The equipment will be inspected by the RE for conformance with the requirements of Subsection 159.03.02 paragraph one. Any equipment not meeting the requirements of Subsection 159.03.02 will be repaired or replaced. Equipment that has not been inspected and approved by the RE will not be permitted. If the inspected equipment is not available and a replacement is required notify the RE 72 hours prior to the intended use date to schedule an inspection of the equipment.

159.03.11 Traffic Control Categories

The following labor and equipment must be provided as a minimum when the RE directs traffic control categories:

- A. **Lane Closures, Same Direction:** This Item is used for shoulder closing and up to two lane closures including the shoulder in any one direction. The following labor and equipments must be provided when the RE calls for the Item LANE CLOSURES, SAME DIRECTION:

Item	Quantity
Traffic Control Coordinator	One (1)
Laborer	Three (3)
Traffic Control Devices	See 159.03.10

- B. **Lane Closures:** This Item will be used for all lane closures in both directions including the shoulders at the same time on the same structure. The following labor and equipments must be provided when the RE calls for the Item LANE CLOSURES:

Item	Quantity
Traffic Control Coordinator	One (1)
Laborer	Four (4)
Traffic Control Devices	See 159.03.10

- C. **Work Differentials:** The Work Differential (WD) is a method for providing extra compensation for work on weekends and State Holidays. It is also used to provide compensation for work shifts that are greater than eight (8) hours on weekdays. Weekend work is defined as site time falling between the hours of 12:01 am Saturday and 12:01 am Monday. State Holiday work is defined as site time falling between the hours of 12:01 am on the day of the State Holiday until 12:01 am of the following day. All other time shall be considered weekday work. The work differential unit price shall be the dollar amount above the unit price bid for the various repair categories in this contract to provide these items during the situations noted above. The work differential will be paid in addition to the appropriate traffic control category, when the situation arises. The following are Items for work differentials.

1. LANE CLOSURES, (WD)

If less than eight (8) hours are required for traffic control then the entire crew must work on other work assignments as directed by the RE to satisfy the minimum eight (8) hours on site requirement for non-emergency projects. Due to the restricted lane closure hours, the start time will vary on case-by-case basis and the RE will record the minimum eight (8) hour requirement from the requested start time for non-emergency projects.

Traffic control categories are measured at eight (8) hours minimum per day unless the work is an emergency call out, suspended or canceled by the RE, in which case see Subsection 104.01. If the RE directs work beyond eight (8) hours, measurement shall be at the actual hours the specific traffic control category is utilized at the job site.

Due to extraordinary circumstances, additional labor may be necessary. Include additional labor costs in the various Items scheduled in the Proposal.

159.04 MEASUREMENT AND PAYMENT

THIS ENTIRE SUBSECTION IS CHANGED TO THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
LANE CLOSURES,	HOUR
LANE CLOSURES, (WD)	HOUR

Payment for local Municipality / Township Police providing traffic safety services will be made on the actual cost for salary and expense, the cost of any of the traffic safety services, permits and all Project related costs to be incurred by the Police Agency, as evidenced by paid bills from the Police, submitted within 60 days of receipt from the Police. This item will be paid under Section 104.03.08 Force Account Labor, Equipment and Materials.

Traffic Control Plans (TCP) will not be measured, include the costs in the various Items scheduled in the Proposal.

Except for unforeseen weather conditions, if the Contractor cancels work without providing at least 24-hour notice, the Department will deduct the cost of police services (4 hours for each police officer scheduled) from the Contract.

Equipment, labor and material will be paid under Section 104.03.08 for additional traffic control devices requested by the RE not included in or exceeding the standard minimum indicated in the 2007 NJDOT Standard Roadway Construction/Traffic Control/Bridge Construction Details Booklet.

All additional costs for off-site hours shall be included in the prices bid for various traffic control Items scheduled in the proposal.

Traffic control devices will not be measured separately. All costs associated with collection, placement, maintenance, operation and movement within the job site and transportation to and from the job site, including labor, equipment and materials shall be included in the prices bid for various traffic control categories scheduled in the proposal. No separate payment will be made. Only the site hours for the labor provided under the applicable traffic control category will be measured.

SECTION 160 – PRICE ADJUSTMENTS

160.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

No separate payment will be made for FUEL PRICE ADJUSTMENTS or ASPHALT PRICE ADJUSTMENTS. Include the costs in the various Items scheduled in the Proposal.

SECTION 161 – FINAL CLEANUP

161.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

No separate payment will be made for FINAL CLEANUP. Include the costs in the various Items scheduled in the Proposal.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.02 Clearing Site, Bridge and Clearing Site, Structure

THE FOLLOWING IS ADDED:

Clearing Site, Bridge includes removal and disposal of all items, materials, debris, trees, vegetation growth, etc. required to properly perform the work specified under this contract and not so identified for removal in other parts of these specifications.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH.

Only the following equipment is permitted for the work:

1. **Pneumatic or Electric Equivalent Hand Operated Hammers.**
 - a. When demolishing concrete not closer than 6 inches to structural members: hammers weighing no more than 90 lbs (exclusive of bit), equipped only with chisel point bits.
 - b. When demolishing concrete within 6 inches of structural members: hammers weighing no more than 30 lbs (exclusive of bit).
2. **Saw Cutters.**
 - a. When cutting concrete within 6 inches of structural members: concrete cutters and concrete saws. While using water in the cutting operation, provide shielding beneath the cutting operation to prevent water leakage. Continuously collect slurry and dispose of as specified in 201.03.09. Ensure that the slurry does not enter the structure or highway drainage system.
3. **Hydraulic Breakers.** Ram-hoe type breakers, hydraulic breakers, and demolition shears may be used with the following restrictions:
 - a. Submit required data to the RE for Department's analysis of stresses induced to the girders.
 - b. Delineate the centerline and limits of the top flange of girders before the equipment operation.
 - c. Do not use equipment within 6 inches of the delineated flanges.
 - d. Do not pull or twist the reinforcement steel.
4. **Hydraulic Splitters.** Hydraulic splitters.
5. **Other Equipment.** Obtain RE approval before use.

THE FOLLOWING IS ADDED:

The procedure is described below:

1. **Prestressed Concrete Stringers and Concrete Diaphragms.** Repair damage to prestressed concrete stringers and concrete diaphragms using nonshrink grout conforming to Subsection 903.08 before deck placement.
2. **Steel Stringers, Floorbeams, Cross Frames, and Diaphragms.**
 - a. Repair procedures to tensile components in conformance with ASTM A 6/A 6M and the following:
 - 1 Repair gouges up to 1/8 inch by grinding flush in the direction of principal stress.
 - 2 Repair gouges deeper than 1/8 inch by first grinding; then, depositing weld metal and grinding flush with the surface of the metal in the direction of principal stress. Weld using low hydrogen electrodes conforming to current AWS Specifications A5.1 and A5.5.
 - 3 Repair kinks and deformations by flame straightening or a combination of flame straightening and jacking. Ensure flame straightening is performed by personnel having a minimum of

three years of documented experience. Submit the names of the personnel to the RE for review and approval prior to performing the work.

- b. Repair procedures to compression components for kinks and deformations as outlined in 2.a (3) above. Where more than five percent of the cross-sectional area of the member is damaged, submit a repair procedure to the RE for review and approval.

Clean and paint exposed existing top flanges of beams with prime coat as specified in Subsection 554.03.

201.03.09 Disposal of Removed Materials and Debris
THE FOLLOWING IS ADDED:

A. Non-Hazardous Materials And Debris.

The Contractor shall be required to bring an appropriately sized disposal container and place it at the job site. The minimum capacity of the container shall be twenty (20) cubic yards. All costs thereof shall be included in the various repair category Items scheduled in the Proposal.

B. Hazardous Materials And Debris

If during the performance of the Contract the disposal of materials and debris changes to hazardous, payment will be made under Section 109.03

201.04 MEASUREMENT AND PAYMENT
THE ENTIRE SUBSECTION IS CHANGED TO:

Disposal of non-hazardous solid waste materials and debris will not be measured. Include the costs in the various Items scheduled in the Proposal.

Separate payment will not be made for the repair of the damaged structural members, where the Contractor caused the damage.

DIVISION 550 – STRUCTURE REHABILITATION

SECTION 555 – MOVABLE BRIDGE AND TUNNEL STRUCTURES

555.01 DESCRIPTION

The work under this Contract may consist of, but not limited to, the Preventive Maintenance and Repair, or Rehabilitation of Electrical, Micro Electronics, Mechanical, Communication, Diesel Engine and Engine Generator components of Bridge and Tunnel structures. The work may also consist of, but not limited to, all facility repairs such as doors, windows, locks, walls, floor tiles, ceilings, toilets, plumbing fixtures and pipelines from water main source to the bridge house and within the bridge house, welding work and timber work.

555.02 MATERIALS

Materials and methods of construction not specifically covered in the specifications shall conform to the AASHTO Standard Specifications for Movable Bridge, NEMA, UL, NEC, ITE or ASTM.

The types of lubricants to be used are given below and shall be supplied by the Contractor, unless otherwise directed;

- Type 1** NLGI No. 2 grease with rust and oxidation inhibiting additives, 280 worked penetration at 77°F (25°C) 475°F (246°C) (or higher) ASTM drop point, water resistant, anti-wear / extreme pressure.
- Type 2** NLGI No. 1 grease with rust and oxidation inhibiting additives, 325 worked penetration at 77°F (25°C), 475°F (246°C) (or higher) ASTM drop point, water resistant, anti-wear / extreme pressure.
- Type 3** Heavy duty industrial gear lubricant, anti-wear, high pressure, rust and oxidation inhibited, AGMA No. 5 EP, SUS 1175 at 100°F (37.8° C) viscosity, ISO VG 220.
- Type 4** Unleaded, diluent type, non-chlorinated open gear grease, SUS 7,000 at 210° F(98.9°C) viscosity, water-resistant, anti-wear/extreme pressure.
- Type 5** Film forming with protection against the corrosive effects of both salt water and fresh water, resistant to throw-off, and adherent without being tacky or stringy, NLGI No. 1, SUS 120 at 100°F (37.8°C) viscosity.
- Type 6** Heavy duty, high pressure, rust and oxidation inhibiting, anti-wear hydraulic fluid, ISO VG 46 grade, SUS 238 at 100°F (37.8°C) viscosity.
- Type 7** Moderately alkaline diesel oil with alkaline detergent dispersant additives and oxidation inhibitors, SAE 40, VI 100, SUS 700 at 100°F (37.8°C) viscosity.
- Type 8** Heavy duty industrial gear lubricant, anti-wear, high pressure rust inhibited, AGMA No. 8 EP, SUS 3726 at 100°F(37.8°C) viscosity, ISO VG 680, SAE gear oil No. 140.
- Type 9** Aviation hydraulic oil, SUS 70 at 100°f (37.8°C) viscosity, VI 200.
- Type 10** 10W/40 (or similar) API service CD, CC, SF, SE or SD fully detergent, all-weather oil formulated to retard the formation of sludge, varnish, and carbon deposits.

555.03 CONSTRUCTION

555.03.01 Commencement of Work

The Contractor selected for this project, or his Mechanical and Electrical Subcontractor, must demonstrate a successful track record of mechanical and electrical work on movable bridges.

The list of all movable bridges and tunnels requiring repair and/or preventive maintenance has been provided in Subsection 102.04 (3), which also indicates the geographic location of the site for bidding purpose.

Evaluate and service each bridge in accordance with the approved schedule and report all findings. Prepare the necessary data for evaluation and servicing required using the respective report forms (el-45's, see attached). All drawbridge evaluation reports (el-45) shall be submitted to the RE within one week of the preventive maintenance service. Evaluation/testing activities that may disturb vehicular traffic shall only be performed during off peak hours. All portions of preventive maintenance shall be accomplished during scheduled service visits at each site.

The following offices shall be given a minimum of 72-hour notifications prior to the start of any evaluation.

Maintenance Engineering	609-530-3850
Bridge Operations (Statewide)	732-528-9494
Traffic Operations North	973-770-5110
Traffic Operations South	856-866-4980
North Region Headquarters	973-770-5050
South Region Headquarters	856-866-4929
Central Region Headquarters	732-308-4070
Tunnel Operations	609-352-8860
Traffic Operations Center North	732-697-7360

Any and all work problems associated with this Contract shall be immediately reported to the RE in the Maintenance Engineering office at the above listed telephone number.

Any repairs deemed necessary by the RE, shall be paid under applicable repair category according to Section 555 and material under Section 109.03. If the RE determines that an electrical repair is required during the duration of this contract and the estimate of said repair exceeds 25% of the bid price for this contract, the Department reserves the right to issue a separate contract for said repairs requested. This will not in any way reduce the total bid amount for this contract. The department preserves the right to perform any work within the limits of this contract whenever the Department determines that doing so is in public's interest and/or safety.

A responsible officer or representative of the Contractor's organization shall be made available to make field visits to the various project locations with the RE and/or designated department representative prior to actual repair work to evaluate field conditions as well as to determine if any special equipment, rigging, scaffolding, tools, etc. is necessary to complete the project as expeditiously as possible.

ANY CONDITION REQUIRING IMMEDIATE CORRECTIVE ACTION SHALL BE REPORTED PROMPTLY BY PHONE OR FAX, THEN FOLLOWED BY WRITTEN NOTIFICATION TO:

**Mr. Raymond Kauffman, Management and Operations Analyst
Bureau of Maintenance Engineering and Operations, Bridge Section
1035 Parkway Avenue, P.O. Box 606, Trenton, NJ 08625
Phone-(609) 352-8860/Fax-(609) 695-1938**

Bridge Information and Maintenance Frequency Chart is located elsewhere in these Special Provisions. All work shall be paid according to applicable repair category of Section 555 of these Special Provisions.

555.03.02 Electrical

The work to be performed under this portion of the Contract will consist of preventive maintenance and repair of electrical equipment and components at each site of the movable bridge structures and tunnel listed herein under the jurisdiction or responsibility of New Jersey Department of Transportation. All work performed will be as directed by the RE and will be accomplished at the site of the structure, Department facility, or Contractor's shop depending on the specific conditions of the work.

The preventive maintenance portion of this work shall include, but is not limited to, inspection, testing, cleaning and adjustment, remediation of motors, motor components, insulation, conductors, illumination, relamping, heating devices, grounding systems, forced air circulation fans, barrier and traffic gates and auxiliary power systems and all related components. Motors shall have a preventive maintenance schedule according to manufacturers' recommendations.

The repair portion of the work will consist of, but is not limited to removing, repairing, fabricating and erecting of electrical equipment and components of movable bridge structures and tunnel and all related work (e.g. cleaning, rewiring, relamping, testing, etc.) that may be required to complete these repairs, when and as directed by the RE.

The new installation portion of the work will consist of, but is not limited to new installation of electrical and related equipments and components (e.g. installation of fire alarm systems, camera system wiring and installation, etc.) On movable bridges, tunnel and any other state owned facilities when and as directed by the RE.

Prior to the start of any work, submit, the anticipated crew, crew size, and the equipment to be used. The crew leader, who is required to be at the work site at all times, shall meet the requirements of a Journeyman Wireman electrician. In addition, the crew leader shall have at least three years of movable bridge experience.

The work will consist of but not limited to the following:

1. Perform a visual evaluation of the electrical components, utilizing form el-45epm for movable bridges. A similar form will be provided for tunnel electrical components. The electrical equipment preventive maintenance scheduled work will include, but not necessarily be limited to, a detailed examination for smooth operation, uniform and regular movement, proper mounting, applied tension, vibration, overheating, wear, rust, carbon deposits, loose terminations, noise, lubrication, alignment, clearance, spring tension, arcing, insulating, fluid levels, insulating fluid contamination, dirt accumulation, insulation conditions, system grounding, enclosure grounding, equipment grounding, bonding, current / voltage / kilowatt readings, safety interlocks, weather tightness, safety and signs of distress or pending distress. At the direction of the RE, provide for the manufacturer's field Engineer to be brought in to perform specified evaluations. Any necessary adjustments, calibrations, replacements, alignments, cleaning, lubrication and/or replacements, as indicated by the visual inspection, shall be performed as needed.
2. The following work will be considered as normal inspection and preventive maintenance and any related cost shall be included in the Items on the bid sheet including but not limited to all labor, material, equipment and incidentals necessary to accomplish these items. All work shall be accomplished at the same time by a crew consisting of at least one crew leader, as defined above, per scheduled location at all times.

The following work will be asked to be performed but not limited to during scheduled service visits:

- a. Record incoming line voltage for all phases.
- b. Magnetic relays:
Inspect magnetic relays for tightness of all connections and for excessive hum or vibration when energized.
- c. Thermal overload relays:
Inspect thermal overload relays within the motor control center for dirt overheating/discoloration, freedom of moving parts, corrosion, loose connections and condition of heating elements.
- d. Transformers, fuses, wiring:
Inspect transformers, fuses and wiring for excessive dirt, overheating/discoloration, corrosion, primary and secondary voltages of transformers, loose connections and excessive noise.
- e. Motors:
 1. Inspect all motors for dirt accumulation, evidence of overheating, freedom of moving parts, corrosion and physical damage to the motor frame, tightness or bolts, excessive noisy operation and indications of leaky lubricant.

2. For dc motors, observe the brushes for proper performance, observe the condition of the commutator so that it is clean, smooth and has a polished surface. Clean foreign material between the commutator bars and from the brush holders and posts on dc motors.
 3. Use only clean, dry compressed air.
 4. Lubricate motor bearings only when scheduled. Only lubricate after bearings and fittings are cleaned of excessive lubricant.
 5. Record motor currents for both raising and lowering along with wind and temperature conditions.
- f. Brakes:
- Inspect brakes for excessive dirt, evidence of motor overheating, freedom of moving parts, hand operation, corrosion, condition of brake shoes discoloration of shoe linings, condition of brake drums, and condition of brake frame to support base, thruster oil level, discoloration of fluid, any evidence of leakage and measurement of brake torque settings. Check operation of releasing and setting by the key switch. Replace thruster oil at periods that are recommended by the manufacturer.
- g. Traffic signals:
1. Inspect traffic signals for proper operation, condition of lenses and overall visibility.
 2. Inspect gongs for proper operation, dirt and corrosion.
 3. Check electrical connections for tightness and corrosion. Wire conduits, light mounting brackets, and other metal parts shall be checked for deterioration and corrosion.
 4. Wiring shall be checked for frayed, cracked or deteriorated insulation.
- h. Traffic gates:
1. Inspect traffic gates for dirt, corrosion, lubrication of moving parts, evidence of leakage of gear reducer, proper level of oil in gear reducer, overall condition of gate arm and gate housing, tightness of housing to bolts and overall operation including position of gate arm in the raised and lowered.
 2. Verify operation of gate arm lights and relamp as required.
- i. Barrier gates:
1. Inspect barrier gates for dirt, corrosion, lubrication of moving parts, condition of motor brake, overall condition of barrier frame, and overall operation including proper position of the barrier at the open and closed position (raised/lowered where applicable).
 2. Verify operation of barrier lights and relamp as required.
 3. Lubricate all open gearing, bearings, motor bearings and moving parts on the traffic gates and the barrier gates as follows: aVT-6801 and VT-40 (once per year per gate) refer to B&B Operation Manuals For Maintenance Details.
 4. Transmission:
 - a. First gear drive box:
 1. Open back door or housing (away from roadway).
 2. Check oil by removing oil level plug located on vertical surface on left hand side of transmission a few inches below motor.
 - i. If oil is at or near plug, oil level in this case is adequate - replace plug and go to next section.
 - ii. If oil is not visible go to step 3.
 3. Remove fill plug on top of first gearbox.

4. Fill case to level plug (remove in step 1) with oil chosen per lubrication chart included herein.
 5. Replace plugs.
- b. Final drive gearbox:
1. Check oil by removing oil level plug located near bottom of transmission (item 2). Plug will be facing you when standing at the back door.
 2. Remove oil fill plug on top of final gearbox.
 - i. If oil is at or near plug, oil level in this case is adequate - replace plug and go to next section.
 - ii. If oil is not visible go to step 3.
 3. Fill case to level plug (remove in step 1) with oil chosen per lubrication chart included herein.
 4. Replace plugs.
- j. Arm shaft bearing:
1. Grease with Texaco Marfak 2 or equal.
 2. Wipe off excess.
- k. Connecting rod ends:
1. Grease thread area with Texaco Marfak 2 or equal.
 2. Wipe off excess.
- l. Limit switch drive chain:
1. Spray chain with a good aerosol chain lube.
 2. Wipe off excess.
- Note: TB-7200: refer to B&B Operation manual for maintenance details
- m. Pintle:
- Lubricate yearly with Texaco Marfak #2 grease.
- o. Tractor wheel bearings:
- Lubricate yearly with Texaco Marfak #2 grease.
- p. Transmission box:
- Lubricate twice yearly with Texaco 85w-140 oil.
- q. Limit switches:
1. Inspect all limit switches for dirt, corrosion, tightness of switch to support frame, condition of contacts, loose connection, freedom of moving parts and actual operation within limits of desired trip locations.
 2. Ensure that the interiors of all limit switches are dry and have no evidence of moisture and that moving parts are properly lubricated.
- r. Flexible cables:
1. Inspect flexible cables between the piers and the movable span for, but not limited to, jacket integrity and terminations. Report any damage(s) to the RE.
- s. Navigation lights:

1. Inspect navigation lights, check fixtures, conduits, mounting brackets or other metal parts for corrosion.
 2. Inspect lenses, gaskets and other hardware for missing, loose or broken components on navigation lights replace as required.
 3. Make sure all conduits and fixtures are properly grounded.
- t. Lighting:
1. Inspect all lighting not associated with navigational lights, gate or traffic lights.
 2. Replace as required when burnt out. This includes emergency lighting units.
 3. Tunnel light relamping on yearly schedule or as needed\requested.
- u. Smoke detectors, heaters/air conditioners:
1. Inspect all smoke detectors, heaters/air conditioners for proper operation.
 2. Change filters in all air conditioner units, check all units for leaks and proper functioning as per manufacturer recommendations.
 3. Report all malfunctions to the RE.
- v. Elevators:
1. Inspect all elevators (where applicable) to ensure proper operation.
 2. Problems are to be reported immediately to the RE.
- w. Heat trace systems:
1. Inspect all heat trace systems to ensure proper operation.
 2. Check connections, terminations, and insulation. Ensure that all heat trace systems are operational.
 3. On systems that have redundant heat tapes, ensure that the back-up tape is functioning.
Report all malfunctions to the RE.
- x. Cleaning cabinets:
1. Remove dust and dirt from all electrical cabinets.
 2. This shall be accomplished with a brush and light duty vacuum.
- y. Lightning protection:
1. Inspect and confirm that all lightning protection devices on bridges and tunnels are in place.

DRAWBRIDGE ELECTRICAL EVALUATION REPORT

ROUTE: _____	BRIDGE: _____	STRUCTURE NO.: _____
DATE: ___/___/___	TIME: _____ (AM/PM)	INSPECTOR: _____
WEATHER: _____	TEMPERATURE: _____	

ELECTRICAL

THE FOLLOWING WERE EVALUATED FOR SMOOTH OPERATION, UNIFORM & REGULAR MOVEMENT, MOUNTING, APPLIED TENSION, VIBRATION, OVERHEATING, WEAR, RUST, NOISE, CARBON DEPOSITS, LOOSE TERMINATIONS, DIRT ACCUMULATION, INSULATION, GROUNDING, BONDING, CURRENT/VOLTAGE/KILOWATT READING, INTERLOCKS, WEATHER TIGHTNESS, SAFETY, AND SIGNS OF DISTRESS:

**3=Operational/Needs Minor Work 2=Operational/Needs Major Work
1=Non Operational S=Satisfactory N=Not Applicable**

TRAFFIC SIGNALS/GONGS	HORN
WARNING/BARRIER GATES	SERVICE/EMERGENCY LIGHTING
SMOKE DETECTION/ROOM HEATING	SOUND POWERED PHONES
SWITCHES/PUSHBUTTONS	WIRING
NAVIGATION LIGHTING	CIRCUIT BREAKERS/FUSES
PANEL BOARDS/SAFETY SWITCHES	RELAYS/TIMERS
RACEWAYS/CONDUIT/FITTINGS/BOXES	INSULATORS
ENCLOSURES	TRANSFER SWITCHES
CONTACTORS/STARTERS/OVERLOADS	LIGHTNING PROTECTION
RESISTORS	ELEVATORS
TRANSFORMERS	BRAKE MOTOR (S)
LIMIT SWITCHES	GENERATOR
DRIVE MOTORS	BLOCK HEATERS
LOCK MOTOR (S)	LOUVER MOTOR (S)
BATTERIES/BATTERY CHARGER (S)	

ATTACH EXPLANATION OF WORK NEEDED

555.03.03 Lubrication

The work to be performed under this portion of the Contract will consist primarily of lubrication, cleaning and performing minor repairs to mechanical equipment and components at various sites of the movable bridge and tunnel structures listed herein under the jurisdiction or responsibility of the New Jersey Department of Transportation. All work performed will be as directed by the RE and will be accomplished at the site of the structure, the Department facility, or the Contractor's shop depending on the specific conditions of the work. Any minor facility repair/cleaning work such as painting, cleaning machinery room floors, power washing etc., if requested by the RE, shall be performed. This work shall include a lubrication program to provide clean lubricant at all times between moving parts. Apply appropriate lubrication on a regular basis at all designated sites in accordance with the maintenance frequency chart as described elsewhere herein, and perform all related work (e.g., dismantling, flushing, cleaning, reassembling, reinstalling, painting, etc.). Develop for each bridge, lubrication diagrams which pictorially identify the key lubrication points of the bridge machinery and the proper type, quantity, and frequency of lubrication if requested by the RE at no cost. The format of the lubrication diagrams shall be such that it is easily understandable without requiring any interpretation.

Prior to the start of any work, submit, the anticipated crew, crew size, and the equipments to be used. The working crew leader shall have at least three years of maintenance experience in movable bridge machinery.

The work will consist of but not limited to the following:

1. Perform a visual evaluation of the operating machinery and associated components. Utilizing the report form EL-45mpm, see attached. A similar form will be provided for tunnel evaluation. Identify and record any and all deficiencies, particularly those areas needing immediate corrective action in order to keep the bridge safely in service. Clean, remove and replace equipment access covers or enclosure panels as required, to perform the evaluation and / or work specified herein. Unless stated elsewhere herein, department personnel will not be utilized for this purpose. Provide for the manufacturer's Field Engineer to be brought in to perform specified evaluations. Any necessary adjustments, calibrations, re-alignments, cleaning lubrication and/or replacements, as indicated by the visual inspection shall be reported to the RE.
2. The operating machinery evaluation will include, but not necessarily be limited to, an examination for smooth operation, uniform and regular movement, synchronization, interlock, mounting, overheating, vibration, wear, rust, noise, slippage, engagement, applied tension, lubrication, oil levels, oil contamination, dirt accumulation, fluid pressure, leakage, alignment, clearances, chordal thickness, backlash, air pressure, weather tightness, safety and signs of distress or pending distress.
3. Perform the following:
 - A. **Open gearing**
 - i. Ensure that gear teeth are well lubricated and cleaned of debris.
 - ii. Prior to re-lubricating open gears, the gears shall be cleaned thoroughly. This cleaning can be accomplished by using an approved solvent. While the gears are clean, prior to applying new grease, the gears will be inspected for any signs of extreme wear, corrosion or misalignment. After the application of new grease, an inspection shall be made of the gears subsequent to the operation of the movable span. This inspection will not only check for the proper application of new grease, but also for the proper meshing of the gears. Any indication that the gears are not showing a uniform pattern of pressure along the pitch lines indicates improper alignment and must be promptly reported to the RE.
 - B. **Enclosed gearing**
 - i. Service hatches shall be removed for gear evaluation. After evaluation, hatch and area shall be cleaned, properly gasketed and secured with all specified fasteners.
 - ii. Check seals for signs of leakage and discoloration within the housing. A small amount of oil seepage during operation is desirable to lubricate the shaft seals. If a severe leak is present, replace, the seal. On units with stuffing boxes, tighten the two gland bolts, evenly, just to stop the leak. Do not tighten these glands more than necessary! Over tightening of bolts will create

increased friction causing premature failure of the seal and possible scoring of the shaft journal.

- iii. Ensure that the vent breather is operating properly, clean filter material as required.
- iv. Clean the oil level indicator. Check the date of the last oil change. If it is five years or more, change the oil. If not, check oil level and add oil if required. Do not overfill. When adding oil make sure it is of the same type and grade as in the reducer. Mixing of different oils is not permitted. Fill to the center of the oil level indicator. Do not allow the oil level to fall more than 1/4 in (6.4 mm) below the center of the oil level indicator for adequate lubrication.
- v. If oil looks dirty or milky white, change the oil. Clean any sludge or other contaminants from inside surfaces of the case before adding new oil. Make sure no moisture enters the speed reducer during oil change.
- vi. Inspect for cracks in the feet of the housing.
- vii. Check the reducer feet for movement during operation.
- viii. Check casing bolts for rust and tightness. Torque any loose bolts to the manufacturer's recommended torque. Do not over tighten.
- ix. Check the shaft extensions during operation for radial or axial movement. Excessive movement indicates worn bearings. Report to the RE for corrective action.
- x. Report any unusual noises to the RE.
- xi. Clean and spot paint exterior surfaces as required.
- xii. While the sump is drained, remove the inspection cover and visually inspect the interior components. Do not allow any contaminants to get inside the sump. Replace the gasket.
- xiii. While the inspection cover is removed, flush the interior of the speed reducer with clean lubricating solvent. Drain completely.

C. Machinery supports and frames

Maintain clean, free of grease and oil buildup and paint when required.

D. Couplings & bearings

- i. Inspect for deterioration and damage. Lubricate as required.
- ii. Check bearing sleeves for lubrication, cracks, scoring or severe wear.
- iii. Clean and spot paint exterior surfaces as required.
- iv. Check condition of the cap and mounting bolts. Tighten if required.
- v. Check that lubrication fittings are not plugged and are operating properly. If necessary, flush with kerosene or other approved solvent. Do not use gasoline or other volatile solvents.
- vi. If serviced by an automatic lubrication system, check the lubricant level and verify that fresh lubricant is present in all bearings. If no automatic system is present, the bearing shall be greased with a hand held gun and the grease applied until a fresh bead of grease appears around the end of the bearing or seal. Wipe off any excess. Check extruded grease for contamination visually and by rubbing a small amount between clean fingers to feel for particulate grit. Advise RE of results.
- vii. When lubricating the machinery, inspect the couplings for lubrication leaks, if a significant leak is present, disassemble the coupling, clean with lubricating solvent, and replace the defective components. Lubricate with fresh type 1 or type 2 lubricants.
- viii. Check flange bolts for tightness.

- ix. Inspect the keys and key ways for signs of cracking.
- x. Inspect the seals and gaskets, replace if leaks are excessive.
- xi. Clean any excess grease.

E. Shafts

- i. Maintain free of dirt, debris and rust and paint where necessary.
- ii. Visually inspect all shafts for cracking and loose keys or setscrews.

F. Keys, key ways, splines, and mechanical shrink-fit assemblies.

Shall be kept tightly fitted, clean and painted.

G. Fasteners

- i. Replace missing or corroded fasteners as needed.
- ii. Check for tightness. Tighten where necessary.

H. Auxiliary drive system (s)

Clean and lubricate all gearing and shafting necessary to engage auxiliary drive systems.

I. Buffers

Check that buffers are securely mounted, have proper fluid levels and are adjusted for proper operation.

J. Strike plates

Maintain free of dirt and debris, and properly secured.

K. Brakes

Check and correct as necessary:

1. Thrustor oil level (change if dirty). Use type 10 aviation hydraulic oil unless otherwise directed by the bridge maintenance manual or brake manufacturer.
2. Tighten loose bolts and replace broken bolts. Adjust pushrod seals. (re-pack if necessary)
3. Spring adjustment.
4. Shoe clearance. Adjust if necessary
5. Thrustor travel and time for brake to fully engage. Adjust thrustor orifice or travel as required.
6. Condition of the shoes.
7. Spot paint as required.
8. Collections of dirt gum or grease.
9. Excessive heating of parts, evidenced by the discoloration of the metal parts, charred insulation, odor or blistering.
10. Freedom of moving parts (no binding or sticking): operate manually (make sure that power is turned off). Clean moving parts as required. Do not lubricate the unit unless required by the manufacturer.
11. Corrosion of metal parts.
12. Loose of metal parts: tighten loose mounting and connections.
13. Lubrication: moving parts shall be lightly oiled with light oil. Do not spray the light machine oil.

L. Sump pumps

The following items shall be checked:

1. Discharge line and fittings for breaks and leaks.
2. Power lines for shorts and/or breaks.
3. Suction screen for breaks or clogging.
4. Test pump operation by pouring water into the sump until the pump actuates automatically and monitored until the pump shuts down automatically.

M. Buffer cylinders

The following items shall be checked:

1. Smooth movement of the piston rod.
2. Piston rod contact at the strike plate.
3. Piston rod scoring, rust and lubrication.
4. Air leaks.
5. Pressure gauge should read between 25-35 psi (170-245kpa). Replace pressure gages if not working properly.
6. Replace air valves if not working properly.

Note: If buffer cylinder requires replacement, it shall be reported to the RE.

O. BASCULE SPANS

For bascule spans, the evaluation/servicing will also include the following components:

A. Live load shoes and strike plates

1. Maintain free of debris and secure.
2. Check for full contact between the live load shoe and the strike plate. Required shimming of the strike plate or live load shoe to obtain full contact shall be reported to the RE.

B. Span locks

Check for proper operation, proper clearance, and excessive wear. Keep lubricated, adjusted and free of road debris. Hydraulic systems shall also be checked for leaks and proper fluid level and serviced as required.

C. Curved rack

Maintain lubricated and free of debris. Check for uneven tooth loading wear.

D. Trunnion assemblies

Clean trunnion areas of old grease and debris. Lubricate trunnion bearings during operation. Check for smooth, quiet operation.

E. Bumper blocks

Check for condition and confirm secure installation.

P. VERTICAL LIFT BRIDGES

For vertical lift spans, the evaluation/servicing will also include the following component:

A. Live load shoes and strike plates:

Maintain clean of debris and secure.

Check for full contact between the live load shoe and the strike plate. Required shimming of the strike plate or live load shoe to obtain full contact shall be reported to the RE.

B. Span locks:

Check for proper operation, proper clearances, and excessive wear. Keep lubricated, adjusted and clean of road debris. Hydraulic systems shall also be checked for leaks and proper fluid level.

C. Span/counterweight guides:

1. Main counterweight guides:

The entire length of all main counterweight guides shall be cleaned of all debris and old lubricants. They shall be re-lubricated prior to span operation.

2. Auxiliary counterweight guides:

The entire length of all main counterweight guides shall be cleaned of all debris and rust. They shall be re-lubricated prior to any span operation.

D. Sheave wheel assemblies:

Clean areas of old grease and debris. Lubricate bearings during operation on a monthly basis at minimum. Check for smooth, quiet operation.

E. Wire ropes and sockets:

Check and lubricate.

Clean and spot paint sockets as required.

F. Centering devices:

Maintain free of debris and secure.

Q. TUNNEL

For tunnels, the evaluation/servicing will also include the following components:

A. Forced air circulating fan bearings.

4. If available, the RE will provide lubrication manuals. If lubrication manuals are not available develop one for each bridge, lubrication diagrams which pictorially identify the key lubrication points of the bridge machinery and the proper type, quantity, and frequency of lubrication if asked by the RE at no extra cost. In the absence of specific lubrication and lubricant information, the following table will be used as a general guide in selecting the type of lubricant to be used in lubricating a specific movable bridge component.

COMPONENT	LUBRICANT TYPE*
BEARING GRID COUPLING LOCK BARS MOTOR BEARINGS TRAFFIC GATE BEARINGS	1
GEAR COUPLING BUFFER CYLINDERS LOCK OPERATORS	2
ENCLOSED GEARS GEAR MOTORS CENTER BEARINGS (SWING SPAN)	3
OPEN GEARS	4
WIRE ROPES	5
HYDRAULIC LOCK OPERATORS	6
DIESEL ENGINES	7
TRAFFIC GATE REDUCERS	8
BRAKES THRUSTER OIL	9
AUXILIARY POWER ENGINE	10

*SEE SECTION 523.09

BRIDGE INFORMATION AND MAINTENANCE FREQUENCY CHART

Bridge Name	Bridge Type	Manned/ Unmanned	Mechanical Drive	Diesel Gen/Set	Maintenance Freq. (See key)	
					Lubrication	Eng/Gen
Rt. 7 Passaic River	Single Leaf	Unmanned	Air Motor	No	1	----
Rt. 35 Cheesequake Creek	Single Leaf	Manned	Diesel Engine	No	6	2
Rt. 30 Beach Thorofare	Single Leaf	Manned	Diesel Engine	Yes	6	2
Rt. 47 Grassy Sound	Single Leaf	Manned	Diesel Engine	Yes	6	2
Rt. 52 Beach Thorofare	Single Leaf	Unmanned	Diesel Engine	Yes	6	2
Rt. 52 Ship Channel	Single Leaf	Unmanned	Diesel Engine	Yes	6	2
Rt. 50 Tuckahoe	Single Leaf	Unmanned	Gas Engine	No	1	----
Rt. 35 Manasquan River	Double Leaf	Manned	Diesel Engine (2)	Yes	12	2
Rt. 37 Barnegat Bay	Double Leaf	Manned	Diesel Engine (2)	Yes	12	2
Rt. 71 Shark River	Double Leaf	Manned	Diesel Engine (2)	No	12	2
Rt. 46 Hackensack River	Double Leaf	Unmanned	Gas Engine (2)	No	1	1
Rt. 3 Passaic River	Quad Leaf	Unmanned	Gas Engine (2)	No	1	1
Rt. 1&9 Passaic River	Vertical Lift	Unmanned	None	No	3	---
Rt. 1&9 Hackensack River	Vertical Lift	Manned	None	Yes	6	2
Rt. 7 Hackensack River	Vertical Lift	Manned	Diesel Engine	No	3	2
Rt. 13 Inland Waterway Canal	Vertical Lift	Manned	Diesel Engine	Yes	12	2
Rt. 88 Inland Waterway Canal	Vertical Lift	Manned	None	Yes	12	2
Rt. 44 Mantua Creek	Vertical Lift	Manned	Diesel Engine	Yes	6	2
Rt. 130 Raccoon Creek	Vertical Lift	Manned	Diesel Engine	Yes	6	2
Rt. 280 Passaic River	Vertical Lift	Unmanned	None	No	1	---

1= Once as directed	6= Odd numbered months
2= January & July	12= Monthly
3= January, May & Sept.	52= Weekly

DRAWBRIDGE MECHANICAL EVALUATION REPORT

ROUTE: _____	BRIDGE: _____	STRUCTURE NO.: _____
DATE: ___/___/___		TIME: _____ (AM/PM) INSPECTOR: _____
WEATHER: _____		TEMPERATURE: _____

MECHANICAL

THE FOLLOWING WERE EVALUATED FOR SMOOTH OPERATION, UNIFORM & REGULAR MOVEMENT, SYNCHRONIZATION, INTERLOCK, MOUNTING, OVERHEATING, VIBRATION, WEAR, RUST, NOISE, SLIPPAGE, ENGAGEMENT, APPLIED TENSION, LUBRICATION, OIL LEVELS, OIL CONTAMINATION, DIRT ACCUMULATION, FLUID PRESSURE, LEAKAGE, ALIGNMENT, CLEARANCES, CHORDAL THICKNESS BACKLASH AIR PRESSURE, WEATHER TIGHTNESS, SAFETY, AND SIGNS OF DISTRESS:

3=Operational/Needs Minor Work 2=Operational/Needs Major Work
1=Non Operational S=Satisfactory N=Not Applicable

OPEN GEARING	ENCLOSED GEARING
MACHINERY SUPPORT & FRAME	BEARINGS
SHAFTS	KEYS, KEY WAYS, SPLINES, SHRINK FITS
COUPLINGS	FASTENERS/ MOUNTINGS
AUXILIARY DRIVE	BRAKES
TRUNNION ASSEMBLIES	SPAN LOCKS
SHEAVE WHEEL ASSEMBLIES	CURVED RACKS
SPAN GUIDES	BUMPERS BLOCKS
LIVE LOAD SHOES/STRIKE PLATES	BUFFERS
WIRE ROPES AND SOCKETS	TENSION ADJUSTING DEVICES
COUNTER WEIGHT/BALANCE CHAINS	SPAN LEVELING DEVICES
CENTERING DEVICES	WEDGE MACHINERY
LATCH BAR MACHINERY	RING GEAR
CENTER BEARING	BALANCE WHEELS AND TRACKS
SPAN BALANCE	ENGINE/GENERATOR

ATTACH EXPLANATION OF WORK NEEDED

555.03.04 Drive Control Systems

The work will consist of but not limited to the following:

1. Perform a visual evaluation of the drive control systems utilizing form el-45D PM; see attached. Identify and record any and all deficiencies, particularly those areas needing immediate corrective action in order to keep the bridge safely in service. Clean, remove and replace equipment access covers or enclosure panels, as required, to perform the evaluation and/or work specified herein. At the direction of the RE, provide for the System Technician to be brought in to perform specified evaluations. Any necessary adjustments, calibrations, re-alignments, cleaning, lubrication and/or replacements, as indicated by the visual inspection, shall be reported to the RE.
2. The drive control systems preventive maintenance will include, but not necessarily be limited to, a detailed examination for smooth operation, uniform and regular movement, mounting, applied tension, vibration, overheating, wear, rust, carbon deposits, loose terminations, noise, lubrication, alignment, clearances, spring tension, arcing, insulating fluid levels, insulating fluid contamination, dirt accumulation, insulation conditions, system grounding, enclosure grounding, equipment grounding, bonding, current/voltage/kilowatt readings, safety interlocks, weather tightness, safety and signs of distress or pending distress.
3. The following work shall be considered as normal inspection and part of preventive maintenance and shall be paid under REPAIR CATEGORY "A" or SYSTEM TECHNICIAN as shown on the bid sheet including all labor, equipment and incidentals necessary to accomplish these items At the direction of the RE, the System Technician will be on-site during work described in this Subsection.

The following work will be performed during scheduled service visits:

A. Control desk:

Check the operation of the control desk for the following:

1. Check all indicating lights, replace lamps as required. Repair or replace sockets or housing as necessary.
2. Check the operating switches, repair or replace as necessary.
3. During test bridge opening, check all gauges for proper function. Report any deficiencies to the RE. At the direction of the RE, calibrate, repair or replace equipment.
4. Check the position indicators during the test opening for proper operation. At the direction of the RE, calibrate, repair or replace equipment.
5. Check interior of the control console to determine that it is free of obstacles. Reference materials shall not be stored under the control desk; remove any obstructions.
6. If the test bridge opening requires the use of a bypass, report the reason for use to the RE.

B. Programmable logic control cabinet, data log cabinet and remote plc cabinet.

1. Check processors, communication cards, and i/o cards for proper operation. Report findings to the RE.
2. Batteries in the power supply shall be replaced every three months beginning in the first month of the contract. Replace batteries without disconnecting cables or turning off power. Clean battery terminals before installing new batteries.
3. Clean and tighten any and all cable connections between processors, network interface modules, communication cards, racks, etc.
4. Check for visual corrosion behind or between all niches in the rack system. Clean thoroughly if needed.
5. Check power supplies for proper voltage.
6. Check all relays for proper operation.
7. Clean and dress all contacts.

C. Drive thyristor system

1. Clean, brush and vacuum all components mounted on pc boards to remove any accumulated dirt. This includes, but is not limited to, resistors, capacitors, diodes, etc.
2. Check all terminals for tightness and corrosion. Clean and tighten as required.
3. Using the test panel, locate any defective board; if a defective board is found, replace.
4. Clean or replace air filters as needed. Determine that nothing impedes airflow in the cabinet.
5. Replace any wires that show signs of deterioration.
6. Magnetic contactors
 - A. Clean dust from apparatus with dry compressed air.
 - B. Oil the limit switch and master switch bearings, star wheel and pawl.
 - C. Check terminals for loose connections.
 - D. Tighten loose hardware and replace worn or defective parts.
 - E. Clean and dress all contacts. Inspect springs and shunts. Replace as required.

Bridge Information and Maintenance Frequency Chart is located elsewhere in these Special Provisions.

DRAWBRIDGE DRIVE CONTROL SYSTEM EVALUATION REPORT

ROUTE: _____	BRIDGE: _____	STRUCTURE NO.: _____
DATE: ___ / ___ / ___ TIME: _____ (AM/PM) INSPECTOR: _____		
WEATHER: _____ TEMPERATURE: _____		

DRIVE CONTROL SYSTEM

THE FOLLOWING WERE EVALUATED FOR SMOOTH OPERATION, UNIFORM & REGULAR MOVEMENT, MOUNTING, APPLIED TENSION, VIBRATION, OVERHEATING, WEAR, RUST, NOISE, CARBON DEPOSITS, LOOSE TERMINATIONS, DIRT ACCUMULATION, INSULATION, GROUNDING, BONDING, CURRENT / VOLTAGE / KILOWATT READING, INTERLOCKS, WEATHER TIGHTNESS, SAFETY, AND SIGNS OF DISTRESS:

3=Operational/Needs Minor Work 2=Operational/ Needs Major Work
1=Non Operational S=Satisfactory N=Not Applicable

PRIMARY DRIVE SYSTEM		SECONDARY DRIVE SYSTEM	
CONTROL CONSOLE/INDICATOR LIGHTS		INSTRUMENTS (GAUGES/METERS/SELSYN)	
DRIVE AMPERAGE/ VOLTAGE READINGS		PROGRAMMABLE CONTROLLERS	
RADIO TRANSMITTERS/RECEIVERS		BYPASSES/INTERLOCKS	
OVER SPEED/UNDER SPEED SWITCH		TACHOMETER	
GENERATOR FREQUENCY			

ATTACH DETAILED EXPLANATION OF WORK NEEDED

555.03.05 Communications Systems

The work will consist of but not limited to the following:

1. Perform a visual evaluation of the communication systems utilizing form el-45cpm; see attached. Identify and record any and all deficiencies, particularly those areas needing immediate corrective action in order to keep the bridge safely in service. Clean, remove and replace equipment access covers or enclosure panels, as required, to perform the evaluation and/or work specified herein. At the direction of the RE, the communications specialist shall provide for the manufacturer's field Engineer to be brought in to perform specified evaluations. Any necessary adjustments, calibrations, re-alignments, cleaning, lubrication and/or replacements, as indicated by the visual inspection, shall be reported to the RE.
2. The communication systems preventive maintenance will include, but not limited to, complete and detailed examination of the equipment for proper operation, and for any and all components, devices, housing, etc. Related to the communication systems. Examination will include location, uniform and regular movement, mounting, applied tension, vibration, overheating, wear, rust, carbon deposits, loose terminations, noise, lubrication, alignment, clearances, spring tension, arcing, insulating, fluid levels, insulating fluid contamination, dirt accumulation, insulation condition, system grounding, enclosure grounding, equipment grounding, bonding, current/voltage/kilowatt readings, safety interlocks, weather tightness, safety and signs of distress or pending distress.
3. The following work shall be considered as normal inspection and part of preventive maintenance and shall be paid under applicable repair category as determined and called for by the RE.

The following work will be performed during scheduled service visits:

- A. Closed circuit TV systems
 1. Clean lens and check the operation of the lens functions; focus, zoom and iris.
 2. Check all connections for tightness and corrosion.
 3. When directed by the RE, the camera enclosure shall be recharged. Follow instructions in manual for disassembling, charging and reassembling.
 4. Check camera/enclosure positioning, realign as directed.
 5. Check all heaters and thermostats for proper operation.
 6. Check monitor for proper operation.
 7. Check quad controls for proper operation.
 8. Check all pan tilts, scanners, etc. For proper operation.
 9. Outdoor pan/tilts; drive gears shall be lubricated as specified by the manufacturer.
 10. Check all wiring. Replace any wiring that shows signs of deterioration.
- B. Speaker systems/telephone intercoms/motion sensors
 1. Check all control stations for proper operation.
 2. Check all speakers for proper operation.
 3. Check telephone intercoms for proper operation.
 4. Check 2-way telephones/speakers for proper operation.
 5. Check equipment mounting and conduit connections for structural stability.
 6. Check motion sensor alarms for proper operation.
 7. Bridge Information and Maintenance Frequency Chart is located elsewhere in these Special Provisions.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DRAWBRIDGE COMMUNICATIONS SYSTEM EVALUATION REPORT**

ROUTE: _____	BRIDGE: _____	STRUCTURE NO.: _____
DATE: ___/___/___	TIME: _____ (AM/PM)	INSPECTOR: _____
WEATHER: _____	TEMPERATURE: _____	

COMMUNICATION SYSTEM

THE FOLLOWING WERE EVALUATED FOR PROPER OPERATION, REGULAR MOVEMENT, FOCUS, MOUNTING, APPLIED TENSION, VIBRATION, OVERHEATING, WEAR, RUST, NOISE, CARBON DEPOSITS, LOOSE TERMINATIONS, DIRT ACCUMULATION, INSULATION, GROUNDING, BONDING, WEATHER TIGHTNESS, SAFETY, AND SIGNS OF DISTRESS:

**3=Operational/Needs Minor Work 2=Operational/ Needs Major Work
1=Non Operational S=Satisfactory N=Not Applicable**

CAMERAS	CAMERA ENCLOSURES
ENCLOSURE HEATING UNITS	MONITORS
QUAD UNITS	PAN TILT MECHANISMS
CONTROL STATIONS	PUBLIC ADDRESS SYSTEM
INTERCOMS	MOTION SENSOR
SOUND POWERED TELEPHONES	ALARMS

ATTACH DETAILED EXPLANATION OF WORK NEEDED

555.03.06 Engines/Engine Generators

The work to be performed under this portion of the contract will consist of preventive maintenance and repair of engines, engine generator equipments and components at the locations described and listed under the section 'existing structures' elsewhere. All work performed will be as directed by the RE and will be accomplished at the site of the structure, department facility, or Contractor's shop depending on the specific conditions of the work.

The intent of this subsection is to provide for the maintenance and repair of all engines, engine generator equipments and components. The preventive maintenance portion of this work shall include the evaluation, testing, cleaning, adjustment and remediation of all related components and systems.

The engine/engine generator specialist shall have sufficient working knowledge to maintain all equipments in accordance with the manufacturer's recommendations and to perform all related work (e.g., troubleshooting, dismantling, flushing, cleaning, reassembling, reinstalling, painting etc.). Submit the credentials of the engine/generator specialist to the RE

The repair portion of the work will consist of, but is not limited to, removing, repairing, erecting and testing equipment and components of engines and/or engine generators of movable bridge operational systems, and all related work (e.g., testing, rewiring, removal/repair for installations, cleaning, painting, lubricating, etc.) that may be required to complete these repairs.

Prior to the start of any work, submit the anticipated crew size (such as mechanics, ironworkers, laborers, millwrights, etc.), and the equipment to be used. The working crew leader shall be a qualified diesel engine mechanic with thorough knowledge of engines/generator sets.

The work will consist of but not limited to the following:

1. Perform a visual evaluation of the engine/engine generator and associated components utilizing the report form EL-45gpm, see attached. Identify and record any and all deficiencies, particularly those areas needing immediate corrective action in order to keep the bridge safely in service. Clean, remove and replace equipment access covers or enclosure panels, as required, to perform the evaluation/and or work specified herein. Unless stated elsewhere herein, department personnel will not be utilized for this purpose. At the direction of the RE, provide for the manufacture's field Engineer to be brought in to perform specified evaluations. Any necessary adjustments, calibrations, re-alignments, cleaning, lubrication and/or replacements, as indicated by the visual inspection, shall be reported to the RE.
2. The engine and engine generator equipment evaluation and servicing will include, but not necessarily be limited to, a detailed examination for proper operation, uniform and regular movement, mounting, overheating, vibration, wear, rust, noise, slippage, engagement, belt/chain tension, lubrication oil levels, oil contamination, dirt accumulation, pressure, safety and signs of distress or pending distress.
3. The following work shall be considered as normal inspection and part of preventive maintenance and shall be paid under applicable repair category as determined by the RE according to the bid price.

The following work will be performed during scheduled service visits:

A. Lubrication system:

1. Check crankcase oil level. Adjust as necessary.
2. Check governor oil level. Adjust as necessary.
3. Check for system leaks. Report to RE if found.
4. Change governor oil.

B. Fuel system:

1. Check fuel level. Fill if necessary.
2. Check fuel lines and connections for leaks. Repair if found.

C. Cooling system:

1. Check coolant level. Fill if necessary.
 2. Check fan, shroud, water pump, belts and pulleys. Adjust as necessary.
- D. Batteries:
1. Check cables and connections.
 2. Clean and protect battery terminals.
 3. Check water level
- E. Engine:
1. Check exhaust system, muffler and condensate drain.
 2. Check engine air intake.
- F. Engine data:
1. Record engine oil pressure
 2. Record engine coolant temperature
 3. Record dc voltage output
- G. Generator set operation:
1. Inspect brushes, commutator and slip rings. Clean all and replace brushes as necessary.
 2. Check for fuel, oil and coolant leaks. Repair as required.
 3. Check for exhaust leaks and cooling fan operation.
 4. Check air intake and exhaust louver operation. Adjust as necessary.
 5. Check for stable voltage regulator operation.
 6. Check operation of auto and manual start/stop operation. Adjust as necessary.
 - a. Generator data:
 - i. Record ac voltage (all phases)
 - ii. Record amperage (all phases)
 - iii. Record frequency
 - b. Automatic transfer switch:
 - i. Check all connections and wiring.

The following work will be performed every twelve (12) months during scheduled service visits:

- A. Lubrication system:
1. Change engine oil
 2. Replace oil filter (use only national brand filter)
- B. Fuel system:
1. Check fuel pump operation (main, transfer & fuel injection).
 2. Check day tank operation and safeties.
- C. Cooling system:
1. Check coolant specific gravity, proper antifreeze mixture and supplemental coolant additives (SCA) level. Drain, flush and replace as necessary.
 2. Check radiator, hoses, cap and zinc anode. Repair, replace and/or adjust as required.
- D. Batteries:

1. Check electrolyte level. Fill with distilled water if necessary.
 2. Check battery casing for cracks or damage. Replace battery if directed by the RE.
 3. Measure for proper battery charger output. Replace charger if directed by the RE.
- E. Engine:
1. Check block heater operation. Replace if not functioning.
 2. Check starter connection and mounting.
 3. Check turbo-chargers and after-coolers.
 4. Check governor linkage, carburetor and choke. Adjust as necessary.
 5. Check air cleaner elements or service oil bath. Replace as necessary.
 6. Check distributor cap, rotor and spark plug wires. Clean and dress as necessary.
- F. Generator:
1. Check windings, rotating diodes and varister.
 2. Check voltage regulator and voltage rheostat
 3. Check and clean output breaker line and load connections.
 4. Check generator air inlet and outlet.
- G. Generator set operation:
1. Check gen-set mountings for vibration.
 2. Check for stable governor operation. Adjust as necessary.
 3. Check engine/gen-set light bulbs and meters.
- H. Automatic transfer switch:
1. Inspect transfer switch light bulbs and meters. Ensure proper operation.
 2. Check automatic transfer switch operation. Adjust as necessary.
 3. Check time delay of engine start. Adjust if necessary.
 4. Check time delay to transfer. Adjust if necessary.
 5. Check time delay to re-transfer. Adjust if necessary.
 6. Check time delay to engine stop. Adjust if necessary.
- I. Fuel system:
- Replace fuel filters.
- J. Engine:
1. Replace spark plugs, distributor cap, rotor, points and condenser.
 2. Replace air cleaner or service oil bath.
- K. Generator set operation:
1. Manually operate generator set at no load and verify that generator is producing proper ac voltage and frequency.
 2. Operate generator set under load and verify proper operation.
 3. Check remote annunciator, run relays and dry contacts. Repair or replace as necessary.

4. Check engine safety controls (HET, LOP, O/S, O/C, etc.) Adjust, repair or replace as necessary.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DRAWBRIDGE ENGINES/ENGINE-GENERATORS EVALUATION REPORT

ROUTE: _____ BRIDGE: _____ STRUCTURE NO.: _____
 DATE: ___/___/___ TIME: _____ (AM/PM) INSPECTOR: _____
 WEATHER: _____ TEMPERATURE: _____

ENGINES/ENGINE - GENERATORS

THE FOLLOWING WERE EVALUATED FOR SMOOTH OPERATION, UNIFORM & MOVEMENT, MOUNTING, APPLIED TENSION, VIBRATION, OVERHEATING, LUBRICATION, WEAR, RUST, NOISE, CARBON DEPOSITS, LOOSE TERMINATIONS, DIRT ACCUMULATION, INSULATION, GROUNDING, BONDING, CURRENT/VOLTAGE/KILOWATT READING, INTERLOCKS, SAFETY, AND SIGNS OF DISTRESS:

3=Operational/Needs Minor Work 2=Operational/ Needs Major Work
 1=Non Operational S=Satisfactory N=Not Applicable

LUBRICATION SYSTEM (S):		FUEL SYSTEM (S):	
CRANKCASE OIL LEVEL		STORAGE TANK	
GOVERNOR OIL LEVEL		FUEL LINES	
SYSTEM LEAKS		COOLING SYSTEM (S):	
BATTERIES:		COOLANT LEVEL	
CABLES & CONNECTION		FAN & SHROUD	
WATER LEVEL		WATER PUMP, BELTS & PULLEYS	
EXHAUST SYSTEM (S):		GENERATOR:	
MUFFLER & MOUNTING		BRUSHES, COMMUTATOR & SLIP RINGS	
CONDENSATE DRAIN		AUTOMATIC TRANSFER SWITCH	
AIR INTAKE			

ATTACH DETAILED EXPLANATION OF WORK NEEDED

DATA RECORDINGS			
ENGINE:		GENERATOR:	
OIL PRESSURE		AC VOLTAGE	
COOLANT TEMPERATURE		AMPERAGE	
DC VOLTAGE OUTPUT		FREQUENCY	

555.03.07 Cleanup And Lubrication Of Unmanned Bridges And Tunnel

The work to be performed under this portion of the contract will consist of cleaning and re-lubricating the mechanical operating system components and the electrical drive control system components in preparation for a safe and reliable operation of the movable span. All work performed will be as directed by the RE and will be accomplished at the site of the structure.

The intent of this subsection is to prepare an unmanned bridge, listed in this contract, for a safe and reliable operation when requested to do so under coast guard regulations. Due to the response time dictated by coast guard regulations, the contractor shall perform the work as expeditiously as possible when directed.

The work will consist of the following:

1. Clean debris from all operating machinery including all gearing, shafting, bearings and lock machinery.
2. Clean debris from all machinery access areas such as machinery platforms and walkways.
3. Lubricate all operating machinery. In grease fitting applications, purge old grease with new grease. Clean area of all old lubricants.
4. Clean debris from electrical power distribution rooms and access ways.
5. Clean debris from operating control room(s), including operating desk.
6. Power washing the bridges and tunnel.

Note: Use sufficient care and proper methods and materials when cleaning electrical equipment and components to prevent physical and/or functional damage to the bridge operating systems and components.

Collection and proper disposal of the debris and old lubricant shall be as directed by the RE.

Cleanup and lubrication of unmanned bridges and tunnel will only be performed under specific direction by the RE.

555.03.08 Tunnel and Surrounding Area (Route 29 MP 0.2 to MP 17.01)

Provide for the maintenance and repair of the tunnel structure, tunnel office and other tunnel related work. The preventive maintenance portion of this work shall include visual inspection of the various components of the tunnel structures and facilities for any signs of deterioration. The repair portion of the work may be a combination of the work described above under Subparts 555.03.01 thru 555.03.07. Any work involved with the tunnel and surrounding area whether it is a new installation of any kind or an upgrade of existing system of any kind shall be performed as directed by the RE under the various Items. At times, only Laborers may be called for by the RE to perform grass cutting, weed trimming, power washing and cleaning work along Route 29 from MP 0.2 to MP 17.01.

Prior to the start of any tunnel work, submit, the anticipated crew size (such as System Technician, Ironworker, Plumber, Carpenter, Laborer etc.), and the equipment to be used. The working crew leader shall be a qualified licensed carpenter with thorough knowledge of the trade and be able to operate any trade related equipments to accomplish the task.

The work will consist of the following:

All necessary electrical, mechanical, facility, welding, plumbing repair work including cleaning/maintenance work and installation or modification of new systems and components of any kind as requested by the tunnel office shall be performed under the various items listed under repair categories. The payment for any tunnel related work will be made under the applicable repair categories called for by the RE. The nature of the work to be performed will be a combination of the type of repairs listed herein.

555.03.09 Plumbing And Facility Repairs:

A. Plumbing.

Provide for the maintenance, repair and installation of all water, sewer and fuel pipelines leading to and from the bridge house from the township main and plumbing work at other State owned facilities. The preventive maintenance portion of this work shall include visual inspection of the pipelines looking for any signs of deterioration, bending, leakage, clogging or possible failure.

The work to be performed under this category will consist of, but is not limited to, the installation of new pipe lines and/or repairs to the existing pipelines at any of the sites described under 'existing structures' elsewhere. These pipelines could be water lines, sewer lines or fuel delivery lines depending on the type of service to the structure or facility. All outside water and sewer pipes above ground level shall be equipped with electrical heat trace and jacketed with proper insulation and cover as per the direction of the RE. All work performed shall be accomplished at the site of the structure, department facility, or Contractor's shop depending on the specific conditions of the work.

The repair portion of the work will consist of, but is not limited to, removing and replacing insulation jacket pipe or cover, removing and replacing insulation material, removing and replacing the heat trace, removing, repairing or replacing the damaged or leaking section of the pipe; pressure testing the plumbing work and all related work (e.g., cleaning, testing, draining sewer pipes, installing pipe hangers, etc.) That may be required to complete these repairs.

Prior to the start of any plumbing work submit the anticipated crew size (such as plumber, technician, apprentice, laborer, etc.), and the equipment to be used. The working crew leader and atleast one person shall be a qualified licensed plumber with thorough knowledge of plumbing and be able to operate any trade related equipments to accomplish the task.

This work will consist of the following:

All plumbing work related to water, fuel and sewer service from the bridge house/tunnel to the supply or discharge point located at the beginning or end of the bridge structure. This work may include installation or repairing of heat trace and insulation jacket for outdoor plumbing. Perform the work as directed by the RE. The RE may call for only the plumber(s) for minor repairs. If a Plumber is needed, provide two and will be paid under Section 162. If any particular job requires additional help then the RE may call for Laborers. The payment will be made under the category called for by the RE.

B. Facility Repairs.

The intent of this Subsection is to provide for the maintenance and repair of all bridge houses, tunnel office and other NJDOT owned facilities. The preventive maintenance portion of this work shall include visual inspection of the various components of the buildings and structures for any signs of deterioration.

The work to be performed under this category will consist of, but is not limited to, the repair or replacement of walls, ceilings, floors, windows, doors, locks, roofs etc. of the buildings located at various locations as described and listed elsewhere under 'existing structures'. All work performed will be as directed by the RE and shall be accomplished at the site of the structure, Department facility, or Contractor's shop depending on the specific conditions of the work.

The repair portion of the work will consist of, but is not limited to, removing and replacing the damaged portion of roofs, walls, ceilings, floors, stairs, railings, doors, windows, locks and other facility related components and all related work (e.g., cleaning, painting etc.) That may be required to complete these repairs.

Prior to the start of any facility repair work submit the anticipated crew size (such as carpenter, apprentice, laborer, etc.), and the equipment to be used. The working crew leader shall be a qualified licensed carpenter with thorough knowledge of the trade and be able to operate any trade related equipments to accomplish the task.

This work will consist of the following:

All facility repairs to the bridge houses, tunnel, tunnel office and maintenance yards including but not limited to, doors, windows, locks, walls, floors, ceilings, rails, drains etc., when requested by the RE shall be performed as and when directed and will be paid under the item Repair Category 'B' and material basis under the force account. A carpenter meeting the journeymen skill level of the trade when requested by the RE shall replace the Laborer in Repair Category 'B'. For routine clean up, grass cutting, weeding and power washing, only Laborers may be called for by the RE and will be paid under the item 'Laborer'.

555.03.10 Welding Repairs

Provide for the maintenance and repair of all steel related work requiring ironworkers. The preventive maintenance portion of this work shall include visual inspection of the welded joints, steel doors and covers for any signs of failure.

The work to be performed under this category will be the installation of steel elements of the bridge structure and machinery components at each site listed elsewhere under 'existing structures'. These components could be finger joints, machinery frames, handrails, steel grated decks, catwalks etc.

The repair portion of the work will consist of, but is not limited to, shimming live load bearings, cutting and welding steel plates, angles, beams, channels etc. To ensure safe operation of the bridge or tunnel and other safety related repairs that may be required to meet the PEOSHA regulations and requirements.

Prior to the start of any welding work submit the anticipated crew size (such as ironworkers, laborer, etc.), and the equipment to be used. The working crew leader shall be a qualified ironworker foreman with thorough knowledge of welding, and be capable of operating any trade related equipment to accomplish the task.

555.03.11 Timber Structure Repairs

Provide for the maintenance and repair of all timber related work requiring Carpenters. The preventive maintenance portion of this work shall include visual inspection of the fenders, walkways, stairs, doors, windows, shelves etc. for any signs of failure.

The work to be performed under this category will consist of, but is not limited to, the repair and/or replacement of structural and non-structural timber components of movable bridges and other state facilities and yards under the jurisdiction or responsibility of New Jersey Department of Transportation. All work performed will be as directed by the RE and shall be accomplished at the site of the structure, Department facility, or Contractor's shop depending on the specific conditions of the work.

The repair portion of the work may consist of, but is not limited to repairing handrails, shelves, planks on fenders, doors, windows, walls, ceilings and other related work to ensure safe operation of the bridge or tunnel and other safety related repairs that may be required to meet the PEOSHA regulations and requirements.

Prior to the start of any timber work, submit the anticipated crew size (such as carpenters, apprentice, laborer, etc.), and the equipment to be used. The working crew leader shall be a qualified Carpenter foreman with thorough knowledge of the trade, and be able to operate any trade related equipments to accomplish the task.

555.03.12 Concrete Repairs

Provide for the maintenance and repair of all concrete related work requiring carpenters and Ironworker. The preventive maintenance portion of this work shall include visual inspection of the concrete elements and covers any signs of failure.

The work to be performed under this category will be the installation/repair of structural and non-structural concrete on or adjacent to the bridge structures.

The repair portion of the work will consist of, but is not limited to, deck slabs, abutments, wingwalls, piers, approaches, operator house, etc. To ensure safe operation of the bridge or tunnel and other safety related repairs that may be required to meet the PEOSHA regulations and requirements.

Prior to the start of any concrete work submit the anticipated crew size (such as carpenters, laborer, ironworkers, etc.), and the equipment to be used. The working crew leader shall be a qualified foreman with thorough knowledge of concrete, and be capable of operating any trade related equipment to accomplish the task.

555.03.13 Labor, Tools and Equipment

The RE will direct all Work. The RE may call out any repair category or combination of categories, which may be needed to complete a specific project. Depending on the nature of the work, the level of skills and experience required, the RE will ask for a foreman who meets the requirements as mentioned herein. This foreman must bring a utility truck equipped with all necessary tools and equipment as described elsewhere and if listed under the category Item. No extra payments will be made for this requirement and the utility truck. Include the costs in the various Items scheduled in the Proposal.

All repair categories are to be used statewide. The structures listed elsewhere indicate the general location of the structure. No separate payment will be made for travel time. Include the costs in the various Items scheduled in the Proposal.

All equipments supplied shall be suitable for the particular purpose of fulfilling the intent of this Contract and its construction requirements at the lowest reasonable total cost to the Department. All equipment shall be portable and include a means of powering that is independent of connections outside the work site. If the equipment called for is a part of an Item, it shall be brought/delivered to site in a timely manner to meet the eight hours minimum site hours' requirement. Include the costs in the various Items scheduled in the Proposal.

Furnish all small tools and equipment common to the trade and necessary to adequately perform the work in this Contract. These will include, but not limited to, voltmeter, amp probe, tachometer, frequency meter, cordless drill, grinder, hilti gun, megger, generators, light stands with lights, torque wrenches, battery charger, pipe wrenches, portable pipe threader with dies, impact wrench, rotary and hammer drill, grinder, sawzaw all, all-purpose circular saws, extension cords, come along, two way communication radios (wakie talkies), pager or cellular phone for foreman, 32 feet aluminum ladder, grease guns, various grease fittings, etc. All Contractor Foreman's are to have notebook computers with unlimited wireless broadband capabilities. The Crew Coordinator shall have a Black berry with unlimited e-mail access. All subcontractors are to have notebook computers with unlimited wireless broadband capabilities. The electrical Superintendent shall have a Black Berry with unlimited e-mail access. Include the costs in the various Items scheduled in the Proposal.

There will be no specific payment for any labor, material and equipment while performing any of the following functions, which may be required to respond to a scheduled call-out. The following costs shall be included in the various Items scheduled in the Proposal:

1. All applicable costs for insurance, fuel, oil, mooring, etc. for each particular work category.
2. All costs associated with the transportation of any equipment to and from the job site, with the exception of those items specifically defined in section 109.03
3. All costs associated with the transportation of any materials to and from the job site, with the exception of those items specifically defined in section 109.03
4. All costs associated with the transportation of any common tools of the trade to and from the job site.
5. All costs associated with providing small tools and equipment common to the trade, and all consumables required during their operation.
6. All costs associated with the preparing and loading of equipment and materials at the Contractor's facilities in order to respond to a call out.
7. All costs associated with the transportation of all workers to and from the job site.

8. All costs associated with the use of and/or idle time of any equipment while at the job site which was used for the transportation of workers, materials, equipment and tools of the trade from the Contractor's facilities or elsewhere to and from the job site.
9. All labor costs to operate all equipments while on site.

The Items for the purpose of providing labor and equipment for this contract are specified under repair categories. Each Item listed under the repair category is composed of either individual or various combinations and quantities of labor and equipment. The unit price for each repair category shall be the amount necessary for providing all labor and equipment as indicated in the respective Item. The RE may call for any individual Item or a combination of items from the listed repair category Items.

1. Labor.

The following terms shall be used for the purpose of defining labor when a specific repair category is called for during the administration of this contract:

- a. **Electrician:** A journeyman wireman electrician trained as a foreman and capable of performing electrical work as defined in Article XXVI, Section 5 of the IBEW Constitution. Able to perform work on micro electronic systems. Qualified to operate any type of equipments and/or machinery necessary to fulfill the construction requirements of this contract and all equipment listed in these Special Provisions. Have a minimum of 5 years experience working on movable bridges. Able to perform work in any environment deemed related to the intent of this contract.
- b. **Laborer:** A heavy construction laborer able to perform work independently in any environment deemed related to the intent of this contract.
- c. **Crew Coordinator:** A skilled individual from the Contractor's organization with a minimum of five (5) years of experience working on a similar type of Contract. Ability to make preliminary site inspections prior to the actual repair, evaluate field conditions and determine if any specific equipment, riggings, scaffolding, tools, etc., which may be necessary to complete the project as expeditiously as possible. It shall be necessary for the Crew Coordinator to coordinate the scheduling of the Work with the RE and ensure that daily reports are accurate and complete. The RE may request the removal of the assigned Crew Coordinator at any time. **Crew Coordinator will be a non-bid item and the unit price in the proposal will be the price paid for this item per hour.**
- d. **System Technician:** The System Technician must troubleshoot/diagnosis electrical and mechanical bridge systems; perform testing, inspect, repair, configure and program, drives, UPS's, and motors; repair and oversee mechanical and electrical work. PLC integration is not part of this item.

Separate payment will not be made for any tools, equipment, instruments or incidentals needed to perform the work. All costs are to be included in the bid price for the System Technician. Transportation cost, such as gas, tolls, vehicle maintenance, etc., from one site to other sites must be included in the bid price for the System Technician. No separate payment will be made for any such cost other than the site hours worked. The site hours will start from the time the person shows up on the requested work site and will end at the time he/she leaves the last work site where the crew is working. No separate payment will be made for the cost of travel time to the first site and from the last site to the Contractor's shop or the person's residence. If the System Technician requires additional personnel to perform the required work he must contact the Contractor 24 hours in advance. The System Technician will use the Contractors on-site workers or the Contractor will send a worker to assist the System Technician. The cost of the additional workers will be paid for under one of the Repair Category Items. No additional payment or prorating of the pay item will be made if the System Technician hires an individual to perform work.

The System Technician must be approved by the Department prior to starting any Work. The Contractor must request the designation of the System Technician by submitting a list of candidates and documentation of their previous work experience, qualifications and years experience, at the pre-construction meeting. Department personnel from the Bureau of Maintenance Engineering & Operations and Movable Bridge Engineering Group will interview the candidates. The Department

will determine if the proposed System Technician is acceptable. If the Contractor cannot find a System Technician that is acceptable to the Department then the Department reserves the right to recommend a System Technician.

- e. **HVACR Service Technician:** The HVACR service technician work covers the general responsibilities for heating, ventilation, air conditioning and refrigeration (HVACR). This includes but is not limited to the installation and maintenance of all sizes of heating and cooling systems for residential, commercial, institutional and industrial applications. Job specific applications may include complete gas piping installations, high voltage electrical components, testing and analyzing and start-up of systems. The technician(s) must have a valid N.J. Freon Certificate.
- f. **Plumber:** The plumber installs, repairs, maintains, and services piping and plumbing systems and equipment used for drinking (potable) water distribution, sanitary storm water systems, and waste disposal.

A Plumber also installs fire sprinkler piping systems in the commercial, residential and industrial sectors. The plumber(s) must have a valid N.J. Lic. and have proficient knowledge of fire codes and responsibility for the safety applications this tradesman installs and maintains pressurized piping equipment and devices to supply fire protection and extinguishing systems with water, foam, carbon dioxide and other materials.

2. Equipment.

The equipment listed below is permitted subject to the following restrictions:

Provide the equipment listed under any Item exactly as described, as a minimum. A better substitute may be allowed only upon approval of the RE and at no additional cost to Department. Multiple Items will be required at multiple project locations on a daily basis. The cost of transportation of these equipments shall be included in the bid prices. In cases when one of the workers drives the equipment to the work site when reporting to work, the equipment and the said worker must meet the eight hours minimum site work time requirement. Any claim for the extra time for picking up the said equipment before the start of the work will be the Contractor's responsibility. The foreman of any repair category must operate the truck mounted scissor lift. No additional payment will be made if the Contractor hires an operator to operate any of the equipments where the operator is not a part of the Item called for by the RE.

The following terms shall be used for the purpose of defining equipment when a specific repair category is called for during the administration of this Contract:

- a. **60' Under Bridge Inspection Unit (Snooper) – Aspen Aerial UB60** manufactured by Aspen in the past 5 years. It shall have a 60 ft. horizontal reach, 50 ft. vertical up reach, 70 ft. vertical down reach and require only 8 ft. of roadway width to setup. It must be equipped with a 40 in. by 60 in. heated platform with a capacity of 800 pounds mounted on a boom that can reach 10 ft. up in between girders, 13 ft. maximum railing clearance and 13 ft. maximum sidewalk cleared. The truck must be capable of attaining the posted highway speed limits.
- b. **Manpowered Access Machine – Truck Mounted- Elliott G-85 high reach** manufactured by Elliott. The trucks aerial lift shall have a 85' boom and a two man rotating platform with a 500 lb. capacity. The truck must also have a heavy-duty hydraulic winch, platform jib, hydraulic, air & 110V lines to platform and full cab guard with waterproof cover. Two, 360 degree strobe lights, with amber lens shall be mounted on truck cab. The elevating work tower shall be hydraulically operated and controlled, shall consist of lower and upper boom sections and twin baskets with rotators, actuating mechanism, turntable, outriggers and all necessary controls. This truck shall be self-propelled and must be capable of attaining posted highway speed. It must be equipped with all safety features in working condition all the time.

- c. **Manpowered Access Machine:** The truck or self-propelled aerial lift shall have a 20' to 80' articulating boom and an insulated fiberglass two men aerial basket with waterproof cover and accessories. Two, 360 degree strobe lights, with amber lens shall be mounted on cab. The elevating work tower shall be hydraulically operated and controlled, shall consist of lower and upper boom sections and twin baskets with rotators, actuating mechanism, turntable, outriggers and all necessary controls.

Personnel platform: twin work baskets, one man each, fiberglass with rotation option.

Platform capacity: two men, 500 pounds

It must be equipped with all safety features in working condition all the time. No separate payment will be made for transporting the machine to the proposed work sites.

- d. **Utility Truck (Van):** A truck (van) with enclosed storage compartment, capable of carrying minimum 9,500 GVWR (lbs.) With a cargo volume of minimum 267.3 (CF). The truck should be equipped with all the equipments and tools of the related trade as listed in the Section but not limited to, and it should be suitable for the particular purpose of fulfilling the intent of this contract. The utility truck provided under the Item REPAIR CATEGORY "A" must be equipped with all tools and equipments necessary to perform electrical work. The utility truck provided under the item REPAIR CATEGORY "B" must be equipped with all tools and equipments necessary to perform work related to machinery repairs, greasing and facility repairs. The utility truck shall have an air compressor (150 – 225 CFM) when needed or as directed by the RE.

- e. **Mobile Welding Unit:** The mobile welding unit shall carry a minimum 200 amp truck mounted combination mig stick welding machine complete with all types of welding rods, torches, grinders, drills, wrenches and all common tools of the trade. When a portable welding machine is requested by the RE at any of the listed sites, the machine shall be able to be detached from the truck easily and shall be able to be carried to the site from the parking area easily without any extra manpower or equipment. Also, the unit shall be provided with extra set of cables, which can extend the length of welding cables to reach the site of welding from the truck. The unit shall include gas burning equipment, including spare gas supply and appurtenances, rotobroaches, hydraulic jacks of various sizes and profiles up to 250 tons, magnetic drills, all-purpose circular saws, reciprocating saws, gas powered chain saws, calibrated torque wrenches, portable gas powered generators, pumps, electric and air impact wrenches, airless paint sprayers, sandblasting equipment. An air compressor (150 – 225 CFM) shall be provided with the Mobile Welding Unit when needed or as directed by the RE.

3. Repair Categories:

- a. **Repair Category "A":** The following labor and equipment shall be provided when the RE calls for the Item REPAIR CATEGORY "A":

Item	Quantity
Electrician	Two (2) Each
Utility Truck	One (1) Each

- b. **Repair Category "B":** The following labor and equipment shall be provided when the RE calls for the Item REPAIR CATEGORY "B":

Item	Quantity
Laborer	Two (2) Each
Utility Truck	One (1) Each

- c. **Welding Crew:** The following labor and equipments shall be provided when the RE calls for the Item WELDING CREW:

Item	Quantity
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Ironworker	Three (3) Each
Mobile Welding Unit	One (1) Each

d. **Ironworker:** The following labor shall be provided when the RE calls for the Item IRONWORKER:

Item	Quantity
Ironworker	One (1) Each

e. **Plumber Movable:** The following labor and equipment shall be provided when the RE calls for the Item PLUMBER, MOVABLE:

Item	Quantity
Plumber	Two (2) Each
Utility Truck	One (1) Each

f. **HVAC:** The following labor and equipment shall be provided when the RE calls for the Item HVAC:

Item	Quantity
HVACR Service Technician	Two (2) Each
Utility Truck	One (1) Each

g. **System Technician:** The following labor shall be provided when the RE calls for the Item SYSTEM TECHNICIAN:

Item	Quantity
System Technician	One (1) Each

h. **Crew Coordinator:** The following labor and equipment shall be provided when the RE calls for the Item CREW COORDINATOR:

Item	Quantity
Crew Coordinator	One (1) Each
Pick Up Truck	One (1) Each

i. **Manpowered Access Machine:** The following labor and equipment shall be provided when the RE calls for the Item MANPOWERED ACCESS MACHINE.

Item	Quantity
Operator	One (1) Each
Manpowered Access Machine	One (1) Each

j. **60' Underbridge Inspection Unit:** The following labor and equipment shall be provided when the RE calls for the Item 60' UNDERBRIDGE INSPECTION UNIT.

Item	Quantity
Operators	Two (2) Each
60' Underbridge Inspection Unit (Snooper)	One (1) Each

k. **Manpowered Access Machine – Truck Mounted:** The following equipment shall be provided when the RE calls for the Item MANPOWERED ACCESS MACHINE-TRUCK MOUNTED.

Item	Quantity
Operator	One (1) Each
Manpowered Access Machine-Truck Mounted	One (1) Each

The RE in accordance with section 104.01 of these Special Provisions shall measure each of the listed repair categories at eight (8) hours minimum per day (non-emergency work) unless work is related to an emergency call out, suspended or canceled. If the RE directs the Contractor to work beyond eight (8) hours for non-emergency work or two (2) hours for emergency work, measurement shall be at the actual hours the specific work category is utilized at the job site.

4. Work Differential.

The Work Differential (WD) is a method for providing extra compensation for work on weekends and State Holidays. It is also used to provide compensation for work shifts that are greater than eight (8) hours on weekdays. Weekend work is defined as site time falling between the hours of 12:01 am Saturday and 12:01 am Monday. State Holiday work is defined as site time falling between the hours of 12:01 am on the day of the State Holiday until 12:01 am of the following day. All other time shall be considered weekday work. The work differential unit price shall be the dollar amount **above** the unit price bid for the various repair categories in this contract to provide these items during the situations noted above. The work differential will be paid in addition to the appropriate work category, when the situation arises. There will be no Work Differential paid for the Crew Coordinator or System Technician.

Only the below listed work differentials will be measured:

- REPAIR CATEGORY "A"(WD)
- REPAIR CATEGORY "B"(WD)
- WELDING CREW (WD)
- IRONWORKER (WD)
- PLUMBER, MOVABLE (WD)
- HVAC (WD)
- MANPOWERED ACCESS MACHINE (WD)
- 60' UNDERBRIDGE INSPECTION UNIT (WD)
- MANPOWERED ACCESS MACHINE-TRUCK MOUNTED (WD)

The following are offered as typical examples of how payment shall be made using the Work Differential (WD):

Example A: The Contractor works 10 hours on site on a weekday while providing the Item Repair Category payment will be as follows:

Repair Category <input type="checkbox"/>	10 hours
Repair Category <input type="checkbox"/> (WD)	2 hours

Example B: The Contractor works 12 hours on site on a weekend while providing the Item Repair Category payment will be as follows:

Repair Category <input type="checkbox"/>	12 Hours
Repair Category <input type="checkbox"/> (WD)	12 Hours

Example C: The Contractor works 10 hours on site and begins work at 8:00 pm on the day before a holiday or weekend while providing the Item Repair Category payment will be as follows:

Repair Category <input type="checkbox"/>	10 Hours
Repair Category <input type="checkbox"/> (WD)	6 Hours

Example D: The Contractor works 8 hours on site and begins work at 10:00 pm on Sunday night while providing the Item Repair Category payment will be as follows:

Repair Category <input type="checkbox"/>	8 Hours
Repair Category <input type="checkbox"/> (WD)	2 Hours

5. Shop Fabrication.

Shop fabrication shall be paid at the unit price bid in the proposal for work performed during the hours directed by the RE in accordance with Subsection 105.01.01 of these Special Provisions.

The quantity will be measured by the actual man-hours necessary to:

- A. Perform the fabrication and/or repair of welded and non-welded elements of bridges and structures as designated by the RE.
- B. Pick up prefabricated, machined elements and/or supplies and parts, for use on this specific Contract from the Contractor's facilities and/or supplier, dealer, manufacturer or other state facility or job site and deliver to any location as per the direction of the Engineer.
- C. Pick up and fabricate electrical cabinets, control cabinets and electrical components related to the bridge.

Have available vehicles meeting the following minimum standard as part of this item:

Stake Body Truck, shall have a minimum rated capacity of 2 mega grams.

Van (Utility Truck), with enclosed storage compartment. Fully operated, capable of carrying 3175 KGS. Minimum 20,000 GVWR and a length of 5.5 meters minimum.

All costs associated with providing these vehicles shall be included in the Item.

555.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
REPAIR CATEGORY "A"	HOUR
REPAIR CATEGORY "A" (WD)	HOUR
REPAIR CATEGORY "B"	HOUR
REPAIR CATEGORY "B" (WD)	HOUR
WELDING CREW	HOUR
WELDING CREW (WD)	HOUR
IRONWORKER	HOUR
IRONWORKER (WD)	HOUR
PLUMBER, MOVABLE	HOUR
PLUMBER, MOVABLE (WD)	HOUR
HVAC	HOUR
HVAC (WD)	HOUR
SYSTEMS TECHNICIAN	HOUR
CREW COORDINATOR	HOUR
MANPOWERED ACCESS MACHINE	HOUR
MANPOWERED ACCESS MACHINE (WD)	HOUR
60' UNDERBRIDGE INSPECTION UNIT	HOUR
60' UNDERBRIDGE INSPECTION UNIT (WD)	HOUR
MANPOWERED ACCESS MACHINE-TRUCK MOUNTED	HOUR
MANPOWERED ACCESS MACHINE-TRUCK MOUNTED (WD)	HOUR
SHOP FABRICATION	MAN-HOUR

The Work in Section 555 will be measured for payment for the work listed for each project location. Perform all the work listed under each category and submit the respective form EL-45.

If State or Union regulations preclude the use of Journeyman personnel and require Apprentices are used then the contractor shall keep track of certified payroll each week and submit to the RE a weekly spreadsheet indicating the

difference in wages between the Apprentice and the Journeyman. At the end of the year it becomes the contractors responsibility to reimburse the state the difference in wage.

No specific payment will be made for any costs incurred for any field visits and meetings that are required as described in Subsection 555.03.01. Include the costs in the various Items scheduled in the Proposal.

No additional payment will be made for rented equipment used to satisfy the requirements of Items listed in Subsection 555.04 regardless of the number of different project locations and Items required during any given day. Include the cost in the respective Items scheduled.

No payment will be made for transporting equipment. Include the cost in the respective Items scheduled.

DIVISION 900 – MATERIALS

SECTION 901 – AGGREGATES

901.11 SOIL AGGREGATE

1. Composition of Soil Aggregate.

THE FOLLOWING IS ADDED TO THE LAST PARAGRAPH:

For Designation I-14, the Contractor may use up to 30 percent steel slag by weight of the coarse aggregate portion of the soil aggregate. Obtain steel slag from a source listed on the QPL as specified in 901.01. Use steel slag that was produced as a co-product of the steel making process. Ensure that the steel slag consists of tough, durable pieces that are uniform in density and quality. Stockpile steel slag as specified in 901.02. Ensure steel slag for blending with I-14 Soil Aggregate does not exceed 0.50 percent expansion from hydration when tested according to ASTM D 4792.

SECTION 903 – CONCRETE

903.03.06 Tables

Table 903.03.06-2 Requirements for Structural Concrete Items

THE SEVENTH LINE UNDER CAST-IN-PLACE ITEMS IS CHANGED TO:

Table 903.03.06-2 Requirements for Structural Concrete Items				
	Concrete Class	Slump ¹ (inches)	Percent Air Entrainment for Coarse Aggregate ¹	
			No. 57 & No. 67	No. 8
Decks, Sidewalks, Curbs, Parapets, Concrete Patch	A	3 ± 1	6.0 ± 1.5	7.0 ± 1.5

SECTION 905 – REINFORCEMENT METALS

905.01.05 Dowels

THE ENTIRE SUBPART IS CHANGED TO:

Use plain reinforcement bars according to ASTM A 615, Grade 60. Galvanize according to ASTM A 123.

905.03.03 Dowel Bars

THE FIRST PARAGRAPH IS CHANGED TO:

For dowel bars in transverse joints, use epoxy-coated, Grade 60, plain reinforcement steel according to ASTM A 615. If shown on the Plans, use dowel bars fitted with end caps. Ensure that the end caps are non-metallic and designed to prevent the entrance of grout or mortar into the expansion void.

SECTION 909 – DRAINAGE

THE FOLLOWING SUBPART IS ADDED:

909.02.09 Fiberglass Pipe for Bridge Storm Drainage

Fabricate fiberglass pipe conforming to ASTM D2996, RTRP-12EA1-2122 and fiberglass pipe fittings conforming to ASTM D3840.

Ensure that all fiberglass pipe, fittings and adhesives use pigmented resin throughout the wall and the color is concrete gray or designated color with UV stabilized resin. Painted gel-coat or exterior coating is not acceptable.

Ensure that adhesives are in accordance with the pipe manufacturer and adhesive manufacturer's recommendations.

911.03 FLEXIBLE DELINEATORS

1. Delineator Dimensions.

b. Guide Rail Mounted.

THE ENTIRE TEXT IS CHANGED TO:

Ensure that the unit for beam guide rail mounted flexible delineators has a minimum width of 3 inches and a minimum thickness of 0.100 inch. Use units of a height that will ensure that the top of the reflective area is 5 ± 2 inches above the top of post.

Design the base of the unit to mount over the I-beam blockout or to the top of a wood or synthetic blockout, of the beam guide rail.

c. Barrier Curb Mounted.

THE ENTIRE TEXT IS CHANGED TO:

For barrier curb mounted flexible delineators, use a delineator that is $3\text{-}1/2 \times 3\text{-}1/2$ inches, with a minimum thickness of 0.100 inch, and that has a base that forms a "T" shape with the panel for mounting on the side of the barrier curb, and is flexible or hinged so as to return to its original position after being struck.

THE FOLLOWING IS ADDED:

- d. **Construction Barrier Curb Mounted.** For construction barrier curb top mounted flexible delineators, use a delineator that is 6×12 inches with a minimum thickness of 0.100 inch. For construction barrier curb side mounted flexible delineators, use a delineator that is $3\text{-}1/2 \times 3\text{-}1/2$ inches with a minimum thickness of 0.100 inch, and that has a base that forms a "T" shape with the panel for mounting on the barrier curb and is flexible or hinged so as to return to its original position after being struck.

4. Retroreflective Sheeting.

b. Guide Rail Mounted.

THE ENTIRE TEXT IS CHANGED TO:

Ensure that the sheeting is a minimum of 3 inches square and is mounted on the upper portion of the delineator.

THE FOLLOWING IS ADDED:

- d. **Construction Barrier Curb Mounted.** Ensure that the sheeting for top mounted flexible delineators is 6×12 inches and the sheeting for side mounted flexible delineators is $3\text{-}1/2 \times 3\text{-}1/2$ inches.

Submit a certification of compliance, as specified in 106.07, for delineators.

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

912.03.01 Epoxy Traffic Stripes

B. Glass Beads.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

912.03.02 Thermoplastic Traffic Markings

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

912.04.01 Latex Paint

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

SECTION 914 – JOINT MATERIALS

914.04.01 Preformed Elastomeric (Compression Type)

B. Joint Sealer.

THE LAST SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

If splicing of a sealer is allowed, ensure that the sealer at the splice point has no significant misalignment at its sides or top and that misalignment at the bottom does not exceed half of the bottom wall thickness.

SECTION 918 – ELECTRICAL MATERIALS

918.12 PEDESTALS, POLES, TRANSFORMER BASES, AND MAST BRACKET ARMS

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Fabricate pedestals, poles, transformer bases, and mast bracket arms for traffic signal, highway lighting, and camera standards with materials according to the appropriate ASTM standard and the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

SECTION 1001 – TRAFFIC CONTROL EQUIPMENT

THE FOLLOWING SUBSECTION IS ADDED:

1001.04 PORTABLE VARIABLE MESSAGE SIGN W/REMOTE OPERATION

Provide a portable variable message sign as described under 1001.02 equipped with the required broadband cellular modem.

1001.05 PORTABLE TRAILER MOUNTED CCTV CAMERA ASSEMBLY

Provide a Portable Trailer Mounted CCTV Camera Assembly with the following:

A. Trailer Platform

1. Single Axle steel welded trailer with 2 inches adjustable ball hitch.
2. Heavy-duty safety chains.
3. Single drop torsion suspension or leaf springs.
4. Self lubricating wheel spindles.
5. Maximum size, including tongue, 14 feet long by 7 feet wide by 8 feet high.

6. Maximum payload 3500 pounds.
7. Tire size F7815 or F78-14ST with Tire Tools and a spare wheel mounted and locked on trailer.
8. DOT approved lighting package to include electrical brake and marker lights with wire connections.
9. Prime and paint customer's choice of color.
10. Fitted with manual telescoping outriggers with adjustable jacks sized to counter full mast extension.
11. Four 3500 pounds, drop leg, top wind screw jacks.
12. Custom fabricated mounts for all options installed.
13. All equipment secured to prevent theft or separation from platform.
14. Stainless steel hardware to prolong trailer life.
15. 24/7 operation in all weather conditions.
16. Wheel locks to secure trailer while deployed.
17. Two locking NEMA-4 equipment boxes for electronic components and camera storage.
18. One locking NEMA-4 equipment box for operational controls.
19. Max trailer weight of 3500 pounds when fully configured.
20. Wheels removable when trailer in deployed position.
21. Operation manual.

B. Mast

1. 150 pounds payload capacity.
2. 29 feet to 32 feet of extension with capability to mount antenna at 20 feet, 25 feet or at the top, maximum nested length of mast is 10 feet - 3 to 9 sections.
3. Un-guyed.
4. Locking collars to allow the mast to remain extended indefinitely without air pressure.
5. Anodized and sealed exterior aluminum surfaces for long life.
6. Custom fabricated mount for cameras.
7. Folds down during transport for better height clearance.
8. Spiral conduit for cables.
9. Compactly retractable when mast is nested into storage container at bottom of mast.
10. Automatically hydraulic (pneumatic) operation or power winch with a safety brake.

C. Electrical System

1. 12 VDC battery operated with multi crystal solar electric panel.
2. Fuse panel to protect electronics.
3. Four 110 watt solar panels on collapsible mounts.
4. Charge controller that automatically switches charging sources.
5. Isolated 12 VDC starting battery.
6. Provisions for operation on auxiliary power (Electric, Gasoline or fuel generated power source) for deployment.

D. Auxiliary Power Source

Auxiliary Power Source can either be gasoline or diesel operated power generator with a fuel tank capable of up to 72 hours operation without refueling. Ensure that the engine is shock mounted to reduce vibration and locked in a ventilated enclosure.

E. Inverter

1. To provide main power when (AC) power is not available.
2. Battery charger.
3. Install all cables in weather tight conduits with sealed connections to equipment boxes.

F. Electronics

1. Cellular (CDMA), microwave, or 802.11 bandwidth option.
2. Onboard Ethernet switch to connect cameras, bandwidth, and monitoring devices.
3. Work lights in all cabinets.
4. Remote trailer diagnostics (battery level, charging output, etc).

G. Camera and Software

Ensure that the camera has the following characteristics:

1. Weather resistant powder coated aluminum case with stainless steel hardware fittings.
2. Impact resistant viewing window.
3. Minimum resolution of NTSC 704 (H) x 480 (V).
4. Backlight compensation.
5. Image stabilization.
6. Light Sensitivity 0.02 lux NIR Mode.
7. Auto Focus with Manual Focus capability.
8. Auto White Balance with Manual White Balance capability.
9. Motorized Zoom up to 16x optical, 10x digital.
10. Motorized Pan-Tilt, pan 360°, tilt 180°.
11. Thermostatically controlled heater and defroster -50° to 140°F operating range.
12. Windshield wiper.
13. 24/7 operation in all weather conditions.
14. Time and date stamp.
15. Max power consumption 70 VA.

Ensure that the software includes:

1. Remote control of pan, tilt and zoom.
2. Ability to display streaming video in MPEG format, motion-JPEG, and single snapshot JPEG images, remotely central selectable through software.
3. Preset controls of pan/tilt/zoom combinations. All presets to be accessible from drop-down menu with descriptive name of preset. Set first 8 presets with quick-launch icons with graphical representation of the preset views.

4. Ability to display all the project's web cams in a single view screen.
5. Display of local time and weather conditions including temperature and humidity.
6. Ability to save images to disk or e-mail images.
7. Ability to view archived images via a graphical calendar control and to store archived images at least every five minutes.
8. Three levels of password protection admin, user, & guest, individual user accounts.
9. Remote camera diagnostics and "self-healing" automatic problem rectification.
10. Ability to monitor and control the cameras from the web.

STATE ATTACHMENT NO. 1

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS FUNDED BY WHOLLY OR PARTIALLY STATE FUNDS

I. 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 NJDOT 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 NJDOT'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 NJDOT'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 State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/jobCentralNJ>;

Note: Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the NJDOT by the Department of Labor and Workforce Development.

2. The Contractor shall keep specific records 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 NJDOT with proof of solicitation for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

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 thereto, 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 these requirements 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. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
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, 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.
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 The Division of Public Contracts Equal Employment Opportunity Compliance (hereafter "Division") may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities to 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 or is so notified by the Division 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 State and Federal court decisions;
 - (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 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.
 - (ii) 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 paragraph (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.

- (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, and 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 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 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) 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 and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at:

http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/NJ_StimulusReportingNotification-Contractor.pdf

Instructions on how to complete Form CC-257R are provided in the web application. Submit Form CC-257R through the web based application within 10 days following the end of the reporting month.

All employment and wage data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring that their subcontractors comply with these reporting requirements. Failure by the Contractor to submit Monthly Employment Utilization Reports may impact the contractor's prequalification rating with the Department.

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

II. 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, color, religion, creed, 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, martial 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, martial 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."

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor will designate and make known to the Department 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.

IV. DISSEMINATION OF POLICY

A. 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:

1. Periodic meetings of supervisory and personnel office employees will be conducted 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 or other knowledgeable company official will conduct the meetings.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's Procedures for locating and hiring minority and women workers.

B. In order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

1. Notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions will be placed in conspicuous places readily accessible to employees, applicants for employment and potential employees.
2. The Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

V. RECRUITMENT

A. 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, 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.

- B. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. To meet this requirement, the Contractor will, through his/her 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.
- C. 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).
- D. 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 IX Unions" of the EEO Special Provisions.

VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS

- A. The New Jersey Department of Transportation 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" as follows:

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

COUNTY	MINORITY % PERCENTAGE	WOMEN % PERCENTAGE
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 Division of Public Contracts Equal Employment Opportunity Compliance 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.

- B. The State Division of Public Contracts Equal Employment Opportunity Compliance 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.

- C. 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.
- D. It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, he will have complied with his 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 of Transportation 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:
1. 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.
 2. The Contractor and its subcontractors shall comply with Section IX, Unions of these EEO Special Provisions and, in particular, with Section IX, 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.
 3. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the Division of Public Contracts Equal Employment Opportunity Compliance of the Department of Treasury 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.
 4. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the Division of Public Contracts Equal Employment Opportunity Compliance of the Department of Treasury 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 Project.
 5. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state 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 project.

6. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state 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 project.
7. 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.
8. The Contractor and its subcontractors shall comply with the other requirements of these EEO Special Provisions.

VII. 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, disability, nationality or sex. The following procedures shall be followed:

- A. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- C. The Contractor will periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- D. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with 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 his/her avenues of appeal.

VIII. TRAINING AND PROMOTION

The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.

Consistent with the Contractor's workforce requirements and as permissible under State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the

geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

The Contractor will periodically review the training and promotion potential of minority group and women workers and will encourage eligible employees to apply for such training and promotion.

IX. UNIONS

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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 union refuses to furnish such information to the Contractor, the Contractor shall so certify to the NJDOT and shall set forth what efforts have been made to obtain such information.
- E. 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 NJDOT.

X. SUBCONTRACTING

- A. 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).
- B. The Contractor will use his best efforts to ensure subcontractor compliance with their Equal Employment Opportunity obligations.

XI. RECORDS AND REPORTS

- A. The Contractor will keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - 1. The work hours of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions 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);
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
 - 4. 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.
- B. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
- C. The Contractor shall 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.

XII SPECIAL CONTRACT PROVISIONS FOR INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS

The Contractor hereby agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Supplemental Specifications:

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. And Executive Order 11246, it shall take the following actions:

1. Within one (1) working day commence an investigation of the complaint, which 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.
2. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
 - a) Investigatory activities and findings.
 - b) Dates and parties involved and activities involved in resolving the complaint.
 - c) Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
 - d) A signed copy of resolution of complaint by complainant and Contractor.

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the NJDOT all other records, including, but not limited to, interview memos and statements.)

3. Upon the request of the NJDOT provides to the NJDOT within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
4. Take appropriate disciplinary 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 project's contract requirements.
5. 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 project's contract requirements.

6. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
7. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
8. The Contractor also agrees that its failure to comply with the above requirements may be cause for the New Jersey Department of Transportation to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the contract or by state and/or federal law.

STATE ATTACHMENT NO. 2

PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

1. Each contractor and subcontractor shall furnish the Resident Engineer with payroll reports for each week of contract work. Such reports shall be submitted within 7 days of the date of payment covered thereby and shall contain the following information:
 - A. Each employee's full name, address, and social security number. The employee's full name, and social security number need only appear on the first payroll on which his name appears. The employee's address need only be shown on the first submitted payroll on which his name appears; unless a change of address necessitates a submittal to reflect the new address.
 - B. Each employee's specific work classification (s).
 - C. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to the employee in cash must be indicated.
 - D. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - E. Each employee's gross wage.
 - F. The itemized deductions made.
 - G. The net wages paid.
2. Each contractor or subcontractor shall furnish a statement each week to the Resident Engineer 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 New Jersey Department of Transportation Form FA-7 "Statement of Compliance," or the same certification set forth on (1) U.S. Department of Labor Form WH-348, (2) the reverse side of U. S. Department of Labor Form WH-347, or (3) any form with identical wording.

STATE ATTACHMENT NO. 3**AMERICANS WITH DISABILITIES ACT
100% STATE FUNDED CONTRACTS****Equal Opportunity For Individuals With Disabilities.**

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions

of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

STATE ATTACHMENT NO. 4

SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT

100% STATE-FUNDED CONTRACTS

I. UTILIZATION OF SMALL BUSINESS ENTERPRISE (SBE) BUSINESSES AS CONTRACTORS, MATERIAL SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation advises each contractor or subcontractor that failure to carry out the requirements set forth in this attachment shall constitute a breach of contract and, after 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 included in all subcontract agreements in accordance with State of New Jersey requirements.

II. POLICY

It is the policy of the New Jersey Department of Transportation that Small Business Enterprises, as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with 100% state funds.

III. CONTRACTOR'S SMALL BUSINESS OBLIGATION

The New Jersey Department of Transportation and its Contractor agree to ensure that Small Business Enterprises (SBE), as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., have maximum opportunity to participate in the performance of contracts and subcontracts financed wholly with 100% state funds. In this regard, the New Jersey Department of Transportation and all Contractors shall take all necessary and reasonable steps to ensure that Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts. The New Jersey Department of Transportation and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of State-funded contracts.

IV. COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of Small Business Participation "Form A" included in the Proposal and all forms and documents required in Sections VII and VIII of these provisions which will be made a part of the resulting contract.

V. SMALL BUSINESS GOALS FOR THIS PROJECT

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

- A. This project includes a goal of awarding 0 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES** in amounts as follows:
1. 0 %to businesses registered in the category of gross revenues that do not exceed \$1 million; and
 2. 0 % to businesses registered in the category of having gross revenues exceeding \$1 million consistent with the applicable annual revenue standards established at 13 C.F.R. 121.201; and
 3. 0 % to businesses in either category
- B. 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 goals for the project. Early submission of required documentation is encouraged.
- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.
- D. Prospective Small Businesses whose registration applications are denied or rejected by the New Jersey Commerce and Growth Commission are ineligible for participation on the project to meet Small Business goals, regardless of any pending appeal action in progress.
- E. A directory of registered Small Businesses Enterprise firms is available upon request to the New Jersey Commerce and Growth Commission or the New Jersey Department of Transportation, Division of Civil Rights/Affirmative Action. The directory is to be used as a source of information only and does not relieve the Contractor of their responsibility to seek out Small Businesses Enterprises not listed.

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

- A. Each Small Business Enterprise (SBE) is subject to a registration procedure to ensure their SBE eligibility prior to the award of contract. In order to facilitate this process, it is advisable for the bidder to furnish the names of proposed SBEs to the Department before bid opening. 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.
- B. The Contractor may count toward its SBE goal only expenditures to SBEs that perform a commercially useful function in the work of a contract. A SBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To determine whether a SBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practice and other relevant factors.

- C. If an SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
- D. If 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 goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the applicable goal.
- E. If the Contractor is a registered SBE, payments made to the Contractor for work performed by the Contractor will be applied toward the SBE goal. Payments made to the Contractor for work performed by non-SBE's will not be applied toward the goal.
- F. 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 goals only if the SBE's subcontractor is also a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the assigned goal.

VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS

- A. Contractors are required to submit annually on their due date, their firm's Affirmative Action Program to the Division of Civil Rights/Affirmative Action. Contractors must have an **approved** Affirmative Action Program in the Division of Civil Rights/Affirmative Action no later than seven (7) State business days after receipt of bids. No recommendations to award will be made without an approved Affirmative Action Program on file in the Division of Civil Rights/Affirmative Action.
- B. The Annual Affirmative Action Program will include, but is not limited to the following:
 - 1. The name of the company's Liaison Officer who will administer the Small Business Enterprise Program.
 - 2. An explanation of the affirmative action methods used in seeking out and considering Small Business Enterprises as subcontractors, material suppliers or equipment lessors.
 - 3. An explanation of affirmative action methods which will be used in seeking out future Small Business Enterprises as subcontractors, material suppliers or equipment lessors after the award of the contract and for the duration of said project.
- C. The following shall be submitted either with the bid or to the Division of Civil Rights/Affirmative Action no later than seven (7) state business days after the receipt of bids.
 - 1. SBE "FORM A" - Schedule of SBE Participation. The Contractor shall list all SBEs that will participate in the contract including scope of work, actual dollar amount and percent of total contract to be performed. This form should be submitted only if the goal level established for the contract have been met or exceeded;

Note: If a change occurs to the Contractor's original Form A submission which was previously approved by the Division of Civil Rights/Affirmative Action, a Revised Form A must be submitted naming the replacement Small Business Enterprise subcontractors. A written explanation should be included with the submission of the revised Form A.

2. Request for Exemption - In the event the Contractor is unable to meet the specified goal level, that Contractor must submit a written request for a partial or full exemption from the SBE goal. This request shall include the names of all SBE firms that the contractor will utilize on the contract and shall describe the specific work to be performed by each SBE together with the actual dollar amount of that work. Additionally, this request must address the Contractor's efforts to make Reasonable Outreach Efforts as enumerated in Section VIII.
3. SBE "FORM B" - Affidavit of Small Business Enterprise. Each proposed SBE not listed in the NJ Commerce and Economic Growth Commission Directory must submit "Form B" attesting to its validity as an SBE. (All firms must be registered by the Commission prior to award of the contract.)
4. Additional Information - The Department in its sole discretion may request additional information from the Contractor prior to award of the contract in order to evaluate the Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by the department. The Contractor shall, prior to the award of the contract, submit a completed SBE "Form A", even if it has been granted an exemption from the SBE goal.

VIII. REASONABLE OUTREACH EFFORTS

If a Contractor fails to meet the goal for Small Business Enterprise participation, the Contractor shall document its reasonable outreach efforts to meet the SBE goal. Reasonable outreach shall include, but not be limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform SBE's of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and small business enterprise-focus media for at least 20 days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to SBE's that their interest in the contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by SBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with SBE's for specific sub-bids including at a minimum
 1. The names, addresses and telephone numbers of SBE's that were contacted;

2. A description of the information provided to SBE's regarding the plans and specifications for portions of the work to be performed; and
 3. A statement of why additional agreements with SBE's were not reached;
- F. Information regarding each SBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the SBE in obtaining bonding or insurance required by the Bidder or the Department.

IX. ADMINISTRATIVE RECONSIDERATION

- A. If the Division of Civil Rights/Affirmative Action determines that the apparent successful bidder has failed to make reasonable outreach efforts to meet the requirements of this section, the Department must, before awarding the contract, provide the bidder an opportunity for administrative reconsideration.
- B. As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. NJDOT will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the SBE goal or make an adequate good faith effort to do so.
- C. Within seven (7) State business days of being informed by the Division of Civil Rights/Affirmative Action that it is not a responsible bidder because it has not made or documented sufficient outreach efforts to SBEs, a bidder may make a request in writing to the Director, Division of Procurement, PO Box 605, Trenton, New Jersey, 08625-0605; Telephone (609) 530-6355. The Director, Division of Procurement, does not participate in the initial determination of whether reasonable outreach was performed by the Contractor.

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

If at any time following the award of contract, the Contractor intends to sublet any portion(s) of the work under said contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, said Contractor shall take affirmative action:

- A. To notify the Resident Engineer, in writing, of the type and approximate value of the Contractor intends to accomplish by such subcontract, purchase order or lease.
- B. To signify and affirm compliance with the provisions of this Section, the Contractor shall submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award SBE forms may be obtained from the Resident Engineer.
- C. To give small business enterprise firms equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.

XI. CONSENT BY DEPARTMENT TO SUBLETTING

- A. The Department will not approve any subcontracts proposed by the Contractor unless and until said contractor has complied with the terms of this SBE Utilization Attachment.
- B. The Contractor shall provide the Resident Engineer with a listing of firms, organizations or enterprises to be used as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs.
- C. Notification of a subcontractor's termination shall be sent to the Department by the Contractor through the Resident Engineer.

XII. CONCILIATION

In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the Division of Civil Rights/Affirmative Action, New Jersey Department of Transportation.

XIII. DOCUMENTATION

A. Records and Reports

The Contractor shall keep such records as are necessary to determine compliance with its Small Business Enterprise Utilization obligations. The records kept by the Contractor will be designed to indicate:

1. The names of the small business enterprise subcontractors, equipment lessors and material suppliers contacted for work on this project.
 2. The type of work to be done, materials to be utilized or services to be performed other than by the prime contractor on the project.
 3. The actual dollar amount of work awarded to SBE's.
 4. The progress and efforts being made in seeking out and utilizing Small Business Enterprise firms. This would include solicitations, quotes and bids regarding project work items, supplies, leases, etc.
 5. Documentation of all correspondence, contacts, telephone calls, etc, to obtain the services of Small Business Enterprise firms on this project.
- B. The contractor shall submit reports, as required by the Department, on those contracts and other business transactions executed with Small Business Enterprise firms in such form and manner as may be prescribed by the Department.
 - C. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department.

XIV. PAYMENT TO SUBCONTRACTORS

The Contractor agrees to pay its subcontractors in accordance with the Specifications.

XV. SANCTIONS

Failure of a Contractor to comply with these provisions may result in bid rejection, reduced classification, suspension, debarment, or the institution of other appropriate action by the New Jersey Department of Transportation.

DECEMBER 2004

EXECUTIVE ORDER 134 SPECIAL PROVISIONS
100% STATE FUNDED CONTRACTS

A. PURPOSE OF EXECUTIVE ORDER 134

Executive Order 134 ("EO 134") was signed on September 22, 2004, in order to safeguard the integrity of State government procurement by imposing restrictions to insulate that process from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of this bid solicitation and the contract resulting from the solicitation.

B. DEFINITIONS

For the purpose of this section, the following definitions shall be applied:

- 1) Contributions mean a contribution reportable by the recipient under of "New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 173, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19-25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400.00 during a reporting period are deemed "reportable" under these laws. As of January 1,

2005, that threshold will be reduced to contributions in excess of \$300.

2) Business Entity - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing therewith.

C. PROHIBITED CONDUCT

The DEPARTMENT will not enter into a contract for construction with any Business Entity where the value of the contract exceeds \$17,500, if the Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain time periods as specified in EO 134 and the EO 134 Certification form provided by the Department. These time periods are as follows:

- (a) Within the 18 months immediately preceding the Solicitation, the Business Entity has made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; or
 - (ii) Any State or county political party committee.
- (b) During the term of office of the current Governor, the Business Entity has made a

Contribution to:

- (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
- (c) Within the 18 months immediately preceding the last day of the term of office of the Governor, the Business Entity has made a

Contribution to:

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or County political party committee of the political party nominating such Governor in the last gubernatorial election preceding the election. In the event such a Contribution has been made, the Business Entity will be barred from receiving the award of

a contract throughout the remaining term of the current Governor and the full term of the next Governor.

D. CERTIFICATION AND DISCLOSURE REQUIREMENTS

1) Pre-Award Requirements

A Contractor which submits a bid to the Department for a Department construction contract and which is named the apparent low bidder shall submit within 7 State Business Days an EO 134 Certification and an EO 134 Disclosure of Political Contributions on forms provided by the Department. Separate forms must be submitted for each Business Entity, including but not limited to 10% owners, subsidiaries and all others, defined as a Business Entity in paragraph B.2 above. The forms shall be signed by a duly authorized representative of the Business Entity and shall certify that the Business entity has made no contributions prohibited by EO 134 and shall report all contributions made by the Business Entity since October 15, 2004, to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of

a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The Department shall not award the contract unless certification and disclosure forms are received from all Business Entities. Failure to timely submit the certification and disclosure forms may be cause for rejection of the bid proposal.

2). Continuing Obligations of the Business Entity to Comply with EO134 after Contract Execution.

The Contractor shall on a continuing basis to disclose and report to the Department any contributions made during the term of the contract by any Business Entity on forms provided by the Department at the time it makes the contribution.

E. STATE TREASURER REVIEW

Prior to the award of the contract, the State Treasurer or his designee shall review the Disclosures submitted by the apparent low bidder, as well as any other pertinent information concerning the contributions or reports thereof. This review will also take place on a continuing basis during the term of the contract. If

the State Treasurer determines that any contribution or action of the contractor presents a conflict of interest in the awarding of the contract under this solicitation or constitutes a breach of contract pursuant to these special provisions, the State Treasurer shall disqualify the business entity from award of this or any future contract.

F. BREACH OF CONTRACT

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of EO 134, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself would subject that entity to the restrictions of EO 134; (vi) fund

contributions made by third parties including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any action which would subject that entity to the restrictions of EO 134.

IMPORTANT NOTICE

NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

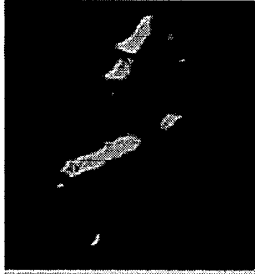
Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

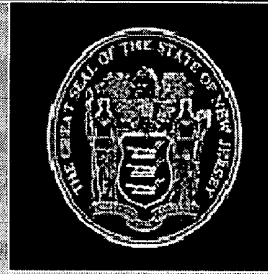
1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, *in addition to the currently required Chapter 51 and Chapter 271 forms*, the attached Certification of Compliance with Executive Order No. 117.



*New Jersey Department of Labor
and Workforce Development*



Wage and Hour Compliance

Application for An Official New Jersey Prevailing Wage Rate Determination

Welcome to the New Jersey Department of Labor and Workforce Development's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations. This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.


Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. **Rates may change between the time of issuance of this determination and the award of the public works contract. THEREFORE, PRIOR TO THE AWARD OF THE PUBLIC WORKS CONTRACT, VERIFICATION MUST BE MADE WITH THE PUBLIC CONTRACTS SECTION, TO INSURE THAT THE RATES CONTAINED IN THIS DETERMINATION ARE STILL PREVAILING.**

[Click here for more information about the Division of Wage and Hour Compliance.](#)

If you want to file your Prevailing Wage Rate Determination application electronically, you need to be aware of the following:

Note:

You must have Adobe Acrobat Reader. If you do not have Acrobat Reader please click the icon below.



This application is designed to work with Internet Explorer 3.x, Netscape 2.x or higher versions.
 This application is best used with Internet Explorer.
 If you are using Netscape, you may experience inconsistencies with display and the inability to print the confirmation page.
Your browser must be JavaScript enabled.

To complete the application form you **MUST** fill in all fields that are highlighted in **red**. You will not be able to complete the application until all of the required fields are completed. You will be prompted to fill in any required information that is missing.

After you successfully enter all of the application information and "submit" the application, a confirmation page will appear. Please write the confirmation number or print the confirmation number and retain for your records.

After you write or print the confirmation number, you may "read" the Official Wage Determination that you requested (this will be opened with the Acrobat Reader). Once you view the Wage Determination, you may save it to your local disk drive or print it on a local printer. We recommend that you save the document and print it.

If you leave the application for any reason before completing and submitting it, all of your information will be erased. You will need to start a new session if you want to continue.

Important Note: Upon completion of the online application you must select the "Submit" button to send the application. After you "Submit" your application, please wait for a confirmation page to appear. When the confirmation page appears, write down the "Confirmation Number" or print the confirmation page. Your "Confirmation Number" is proof that you filed for and received the official Prevailing Wage Rate Determination.

On NJ-EDA and NJ-UDC Wage Determination Requests, only APPROVED applicants may file and obtain an official wage determination. Contractors/Subcontractors obtaining wage determinations on behalf of EDA and UDC projects, will not be recognized by the New Jersey Department of Labor and Workforce Development as being in possession of an official wage determination issued by the Division of Wage and Hour Compliance.

Special Security Notice

All reasonable precautions are being taken to keep the information you provide in this application private and secure. However, no Internet security can be guaranteed 100%. Therefore, you are advised that any information that you provide over the Internet to complete this application may be subject to "hacking" or other misuse.

This online application uses a Secure Socket Layer (SSL). Data submitted using this application is encrypted. You should be aware that using a shared computer may enable others to view your personal information.

Continue

Exit Application

Contact us: wage.hour@dol.state.nj.us or call (609)292-2259 or (609)292-2283

REQUEST FOR DETERMINATION PUBLIC BODY

NAME AND ADDRESS OF PUBLIC BODY (OWNER) WHO WILL BE AWARDING CONTRACT

Name Ray Kauffman	PUBLIC BODY FEIN: 000000000 (Federal Employer Identification Number)
Street 1035 Parkway Avenue	City TRENTON
State New Jersey Zip 08625	Project Number

NAME AND ADDRESS OF REQUESTING OFFICER

First Name Kenrick Last Name Layne MI		
TITLE Assistant Engineer	Phone Number: (609) 530 - 2647 Ext.	
Federal Employer Identification Number: 000000000	Company Name NJDOT	
Street 1035 Parkway Avenue	City Trenton	
State New Jersey Zip 08625	e-mail address: Kenrick.Layne@dot..state.nj.us	
Proposed Advertising Date (mm/dd/yyyy) Aug 11 2011	Estimated Value of Contract \$ 8,843,911.13	Date of Determination (local system time) Wednesday, September 28, 2011 10:09:46 AM

NAME AND ADDRESS OF OFFICER WHO WILL RECEIVE CONTRACTORS/SUBCONTRACTORS PAYROLLS

First Name Ray Last Name Kauffman MI	
Company Name NJDOT	
Street 1035 Parkway Avenue	City Trenton
State New Jersey	Zip 08625

DESCRIPTION OF WORK (Please limit the length to 200 characters.)

Maintenance Movable Bridge and Tunnel Repair Contract 2012
--

LOCATION WHERE WORK WILL BE PERFORMED

Street 1035 Parkway Avenue	City TRENTON	County	Click to select Counties
----------------------------	--------------	--------	--

NOTE: If Submitted, do not Fax or Mail duplicate

Submit Info	Clear
-------------	-------

New Jersey Department of Labor - Division of Wage and Hour Compliance

You have successfully completed your Prevailing Wage Rate Determination Request.

OFFICIAL WAGE RATE DETERMINATION

Click on the following links to obtain the actual wage rates (PDF) for the counties selected:

[ATLANTIC](#) , [BERGEN](#) , [BURLINGTON](#) , [CAMDEN](#) , [CAPEMAY](#) , [CUMBERLAND](#) , [ESSEX](#) , [GLOUCESTER](#) , [HUDSON](#) , [HUNTERDON](#) , [MERCER](#) , [MIDDLESEX](#) , [MONMOUTH](#) , [MORRIS](#) , [OCEAN](#) , [PASSAIC](#) , [SALEM](#) , [SOMERSET](#) , [SUSSEX](#) , [UNION](#) , [WARREN](#) , [STATE WIDE RATES](#)

After you write or print the confirmation number, you may "read" the Official Wage Determination that you requested (this will be opened with the Acrobat Reader).
Once you view the Wage Determination, you may save it to your local disk drive (using the floppy disk icon) or print it on a local printer.

[Please click here to go back and submit another application for a different project](#)

Your confirmation number is 031365.

IP ADDRESS: 160.93.97.180

Confirmation Number: 031365
DATE OF REQUEST: SEP 28 2011 10:11:25

PUBLIC BODY (OWNER) WHO WILL BE AWARDING CONTRACT:

Name: Ray Kauffman
FEIN: 000000000
Address: 1035 Parkway Avenue
City: TRENTON
State: NJ
Zip Code: 08625
Project Number:

REQUESTING OFFICER:

Officer Name: Kenrick Layne
Title: Assistant Engineer
FEIN: 000000000
Company Name: NJDOT
Address: 1035 Parkway Avenue
City: Trenton
State: NJ
Zip Code: 08625
Phone Number: 609-530-2647 Ext.
Email Address: Kenrick.Layne@dot..state.nj.us

Proposed Advertising Date: 11-AUG-11

Estimated Value of Contract: \$8843911.13

OFFICER WHO WILL RECEIVE CERTIFIED PAYROLL:

Name: Ray Kauffman
Company Name: NJDOT
Address: 1035 Parkway Avenue
City: Trenton
State: NJ
Zip Code: 08625

DESCRIPTION OF WORK:

Maintenance Movable Bridge and Tunnel Repair Contract 2012

LOCATION:

Address: 1035 Parkway Avenue
City: TRENTON

Counties: ATLANTIC, BERGEN, BURLINGTON, CAMDEN, CAPEMAY, CUMBERLAND, ESSEX,
GLOUCESTER, HUDSON, HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, MORRIS, OCEAN, PASSAIC,
SALEM, SOMERSET, SUSSEX, UNION, WARREN,

THE PARTICULAR PREVAILING WAGE SCHEDULES
INCLUDED IN THIS CONTRACT ARE NOT REPRINTED HERE
DUE TO SIZE.

NEW JERSEY DEPARTMENT OF TRANSPORTATION CODE OF ETHICS FOR VENDORS

Introduction

The New Jersey Department of Transportation considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with the NJDOT must avoid all situations where proprietary or financial interests, or the opportunity for financial gain could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the Department.

This code, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to contractors, provide general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J. S.A. 27:1A et seq., and for good cause.

This Code of Ethics shall be made part of each Request for Proposal (REP) promulgated by the Department and be attached to every contract and agreement to which the NJDOT is a party. It shall be distributed to all parties who presently do business with the Department and, to the extent feasible, to all those parties anticipating doing business with the Department.

NJDOT Code of Ethics for Vendors

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any NJDOT officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

(Continued on Page 2)

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers or employees of the NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item, which could be construed as having more than nominal value.

Note: This section would permit an NJDOT officer or employee to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example – coffee, danish, tea or soda served during a conference break).

Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Department officer or employee should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace, existing administrative orders and the current Department Code of Ethics.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with the NJDOT.

Chris Christie
Governor



James S. Simpson
Commissioner

Kim Guadagno
Lt. Governor

March 2010

NEW JERSEY DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR CONSTRUCTION OF

PAGE 1

DP NUM 11406
BIDDER 3955

GENERATED 08-10-11
REVISED 09-07-11

MAINTENANCE MOVABLE BRIDGE & TUNNEL REPAIR CONTRACT NO.2012
VARIOUS SITES STATEWIDE
DP # 11406

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 09-15-11
AT 10:00 A.M.

TO THE COMMISSIONER OF TRANSPORTATION OF THE STATE OF NEW JERSEY:

STATE OF New Jersey

COUNTY OF Mercer

I Harry W. Coleman, Jr

(NAME)

AM Executive Vice President OF THE
(TITLE)

FIRM OF IEW Construction Group, Inc,

THE BIDDER SUBMITTING THIS PROPOSAL.


THE BIDDER HEREBY AGREES TO CONSTRUCT AND COMPLETE THIS PROJECT IN EVERY
DETAIL AND AT THE PRICES PER UNIT OF MEASURE DELINEATED IN THE ATTACHED
EBS FILE IN THE FOLDER DESIGNATED "SCHEDULE OF ITEMS":

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
SECTION 0001					
BRIDGE					
0001	E-Z PASS MMG009M	1.00	DOLL	1,000.00	1,000.00
0002	LANE CLOSURES MMB172M	4,000.00	HOUR	475.00	1,900,000.00
0003	LANE CLOSURES WD MMB172M	800.00	HOUR	146.83	117,464.00
0004	PERFORMANCE BOND AND PAYMENT BOND 151003M		LUMP SUM	0.01	0.01
0005	OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE 152003P		LUMP SUM	0.01	0.01
0006	POLLUTION LIABILITY INSURANCE 152009P		LUMP SUM	0.01	0.01
0007	TELEPHONE SERVICE MMG010M	1.00	DOLL	10,000.00	10,000.00
0008	CREW COORDINATOR MMB092M	1,850.00	HOUR	120.00	222,000.00
0009	MANPOWERED ACCESS MACHINE MMB142M	1,500.00	HOUR	15.00	22,500.00
0010	MANPOWERED ACCESS MACHINE WD MMB142M	75.00	HOUR	0.01	0.75
0011	60' UNDERBRIDGE INSPECTION UNIT MMB044M	500.00	HOUR	0.01	5.00
0012	60' UNDERBRIDGE INSPECTION UNIT WD MMB044M	80.00	HOUR	0.01	0.80
0013	MANPOWER ACCESS MACHINE - TRUCK MOUNTED MMB109M	300.00	HOUR	30.00	9,000.00

GENERATED 08-10-11
 REVISED 09-07-11

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLLARS	CT	DOLLARS	CT
0014	MANPOWER ACCESS MACHINE - TRUCK MOUNTED WD MMB109M	60.00	HOUR	0.01		0.60	
0015	FORCE ACCOUNT, LABOR, EQUIPMENT AND MATERIALS MMB091M	1.00	DOLL	1,330,000.00		1,330,000.00	
0016	REPAIR CATEGORY "A", MOVABLE MMB022M	8,500.00	HOUR	304.60		2,589,100.00	
0017	REPAIR CATEGORY "A", MOVABLE WD MMB022M	400.00	HOUR	104.00		41,600.00	
0018	REPAIR CATEGORY "B", MOVABLE MMB024M	6,500.00	HOUR	0.01		65.00	
0019	REPAIR CATEGORY "B", MOVABLE WD MMB024M	300.00	HOUR	0.01		3.00	
0020	WELDING CREW MMB026M	6,500.00	HOUR	385.74		2,507,310.00	
0021	WELDING CREW WD MMB026M	400.00	HOUR	180.63		72,252.00	
0022	IRON WORKER MMB028M	300.00	HOUR	0.01		3.00	
0023	IRON WORKER WD MMB028M	100.00	HOUR	0.01		1.00	
0024	PLUMBER, MOVABLE MMB034M	200.00	HOUR	0.01		2.00	
0025	PLUMBER (WD), MOVABLE MMB035M	75.00	HOUR	0.01		0.75	
0026	HVAC MMB162M	160.00	HOUR	0.01		1.60	
0027	HVAC WD MMB162M	40.00	HOUR	0.01		0.40	

GENERATED 08-10-11
 REVISED 09-07-11

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLLARS	CT	DOLLARS	CT
0028	SYSTEMS TECHNICIAN, MOVABLE MMB030M	120.00	HOUR	0.01		1.20	
0029	SHOP FABRICATION MMB059M	120.00	MH	180.00		21,600.00	
TOTAL SECTION 0001 BRIDGE						8,843,911.13	
TOTAL PRICE						8,843,911.13	
(THIS SPACE FOR DEPARTMENT USE ONLY)							
EXTENSIONS AND ADDITIONS OF ITEMS IN THIS PROPOSAL HAVE BEEN VERIFIED. ERRORS, IF ANY, HAVE BEEN IDENTIFIED AND CORRECTED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS.							
 EXAMINER BUREAU OF CONSTRUCTION SERVICES, NJDOT							

NOTE: THE TOTAL PRICE, AS CORRECTLY DETERMINED FROM THE ESTIMATED QUANTITIES LISTED AND THE PRICES PER UNIT OF MEASURE BID RESPECTIVELY THEREFORE, WILL BE CONSIDERED TO BE THE AMOUNT BID FOR THE PROJECT, AND THE CORRECT TOTAL PRICE WILL CONTROL IN AWARDING THE CONTRACT AS PROVIDED IN SECTION 103 OF THE SPECIFICATIONS.

VARIOUS SITES STATEWIDE

DP # 11406

DP NUM 11406

BIDDER 3955

GENERATED 08-10-11

REVISED 09-07-11

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

I. AFFIRMATIVE ACTION

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

I. THIS SECTION IS DELETED FOR WHOLLY STATE FUNDED PROJECTS.

III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT

BY OTHERS

THAT THIS PROPOSAL HAS BEEN EXECUTED WITH FULL AUTHORITY TO DO SO; THAT SAID BIDDER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE, COMPETITIVE BIDDING IN CONNECTION WITH THE ABOVE NAMED PROJECT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE STATE OF NEW JERSEY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID PROJECT.

THE BIDDER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE SUCH CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY THE BIDDER. (N.J.S.A.52:34-15)

VARIOUS SITES STATEWIDE

DP # 11406

DP NUM 11406

BIDDER 3955

GENERATED 08-10-11

REVISED 09-07-11

IV. THIS SECTION IS DELETED FOR WHOLLY STATE FUNDED PROJECTS.

V. THIS SECTION IS RESERVED.

VI. SMALL BUSINESS ENTERPRISE REGISTRATION

THAT HE SHALL MEET THE REQUIREMENTS OF THE SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT SMALL BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

VII. DEBARMENT

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY.

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGEMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

SHALL INSERT THIS CERTIFICATION IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY IN TURN BE MADE.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE BIDDER SHALL EXPLAIN BELOW.

GENERATED 08-10-11
REVISED 09-07-11

BIDDER'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CARE FULLY EXAMINED THE ADVERTISEMENT; SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED Maintenance Movable Bridge & Tunnel Repair

BY SUBMITTING THIS BID, THE BIDDER CERTIFIES AND REPRESENTS THAT ITS BID, UPDATED FINANCIAL STATEMENT(S), CERTIFICATIONS AS TO PL2005, CHAP. 51, EXECUTIVE ORDER NO.117 (2008)/BUSINESS REGISTRATION/PWCR AND PROPOSAL BOND HAVE BEEN DIGITALLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER.

**MAINTENANCE MOVABLE BRIDGE & TUNNEL REPAIR CONTRACT-2012,
D. P. No. 11406
STATEWIDE CONTRACT**

DP# 11406

Bid Date: September 1, 2011

ADDENDUM NO. 1

Page No. 1 of 1

The date of bids to be received is changed to **September 8, 2011.**

This Bid Date change is available from the NJDOT Bid Express website as Amendment No. 1.

**MAINTENANCE MOVABLE BRIDGE & TUNNEL REPAIR CONTRACT-2012,
D. P. No. 11406
STATEWIDE CONTRACT**

Bid Date: September 8, 2011

ADDENDUM NO. 2

Page No. 1 of 1

The date of bids to be received is changed to **September 15, 2011**.

1. The following CHANGES are made to the PROPOSAL:

Item 21 modified to WELDING CREW (WD)
Item 23 modified to IRON WORKER (WD)

THE FOLLOWING CHANGE IS MADE TO THE SPECIAL PROVISIONS:

Sub-section 159.03.11 Paragraph A. (Lane Closures, Same Direction :) - Traffic Control Categories has been **deleted**:

FOLLOWING ARE THE RESPONSES TO QUESTIONS RECEIVED FROM A PLAN HOLDER:

The following questions were received from IEW Construction Group.

Question 1: "Within the Expedite Proposal, Item #'s 20/21 and 22/23 are duplicated".

Answer: See Addendum 2

Question 2: Refer to Supplemental Specification Section 159.03.11 A, Lane Closures Same Direction. This item has not been included under Suppl Section 159.04 Measurement and Payment. Is it required contract item?

Answer: See Addendum 2

These proposal changes are available from the NJDOT Bid Express web site as Amendment No. 2.

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 1 through 2 inclusive, containing information for the above referenced Project. This acknowledgement is made by the Bidder, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

Further, I understand that by selecting yes, that I have applied all amendments, if any, for the above referenced project. YES

FAILURE TO APPLY THE AMENDEMENTS OR ACKNOWLEDGE THE ADDENDA WILL RESULT IN A MATERIAL DEFECT IN THE BID AND THE BID WILL BE REJECTED.

VARIOUS SITES STATEWIDE

DP # 11406

DP NUM 11406

BIDDER 3955

GENERATED 08-10-11

REVISED 09-07-11

VIII. PUBLIC LAW 2005, CHAPTER 51

I HAVE READ THE PROVISIONS OF AND THE BIDDER, INCLUDING ALL JOINT VENTURE CONTRACTORS IF APPLICABLE, IS/ARE IN COMPLIANCE WITH PL2005, CHAP. 51 (FORMERLY EO # 134). Yes

THAT COMMENCING WITH CONTRIBUTIONS MADE ON AND AFTER OCTOBER 15, 2004, THE BIDDER HAS NOT SOLICITED OR MADE ANY CONTRIBUTION OF MONEY, PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS, AS SET FORTH BELOW THAT WOULD BAR THE AWARD OF A CONTRACT TO THE BIDDER PURSUANT TO THE TERMS OF PUBLIC LAW 2005, CHAPTER 51.

- (A) WITHIN THE 18 MONTHS IMMEDIATELY PRECEDING THE SOLICITATION, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
- (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF CANDIDATE FOR OR CURRENT HOLDER OF THE PUBLIC OFFICE OF GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE.
- (B) DURING THE TERM OF OFFICE OF THE CURRENT GOVERNOR, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
- (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE NOMINATING SUCH GOVERNOR IN THE ELECTION PRECEDING THE COMMENCEMENT OF SAID GOVERNOR'S TERM.
- (C) WITHIN THE 18 MONTHS IMMEDIATELY PRECEDING THE LAST DAY OF THE TERM OF OFFICE OF THE GOVERNOR, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
- (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE OF THE POLITICAL PARTY NOMINATING SUCH GOVERNOR IN THE LAST GUBERNATORIAL ELECTION PRECEDING THE ELECTION. IN THE EVENT SUCH A CONTRIBUTION HAS BEEN MADE, THE BIDDER WILL BE BARRED FROM RECEIVING THE AWARD OF A CONTRACT THROUGHOUT THE REMAINING TERM OF THE CURRENT GOVERNOR AND THE FULL TERM OF THE NEXT GOVERNOR.

Check: C2AFE358

Amendment Count: 2

VARIOUS SITES STATEWIDE

DP # 11406

DP NUM 11406

BIDDER 3955

GENERATED 08-10-11

REVISED 09-07-11

THE BIDDER FURTHER WARRANTS THAT IF THE BIDDER IS AWARDED A CONTRACT PURSUANT TO THE SOLICITATION FOR THIS BID PROPOSAL, THE BIDDER WILL, ON A CONTINUING BASIS, CONTINUE TO REPORT ANY CONTRIBUTIONS IT MAKES DURING THE TERM OF THE CONTRACT AND ANY EXTENSION(S) THEREOF.

"CONTRIBUTION" - MEANS A CONTRIBUTION REPORTABLE BY THE RECIPIENT UNDER THE "NEW JERSEY CAMPAIGN CONTRIBUTIONS AND EXPENDITURES REPORTING ACT," P.L. 173, C.83 (C.19:44A-1 ET SEQ.), AND IMPLEMENTING REGULATIONS SET FORTH AT N.J.A.C. 19-25-7 AND N.J.A.C. 19:25-10.1 ET SEQ. CURRENTLY, CONTRIBUTIONS IN AN AMOUNT IN EXCESS OF \$400 DURING A REPORTING PERIOD ARE DEEMED "REPORTABLE" UNDER THESE LAWS. AS OF JANUARY 1, 2005, THAT THRESHOLD WILL BE REDUCED TO CONTRIBUTIONS IN EXCESS OF \$300.

IX. NEW "PAY-TO-PLAY" RESTRICTIONS - EO 117

IMPORTANT NOTICE

NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

GOVERNOR JON S. CORZINE RECENTLY SIGNED EXECUTIVE ORDER NO. 117, WHICH IS DESIGNED TO ENHANCE NEW JERSEY'S EFFORTS TO PROTECT THE INTEGRITY OF GOVERNMENT CONTRACTUAL DECISIONS AND INCREASE THE PUBLIC'S CONFIDENCE IN GOVERNMENT. THE EXECUTIVE ORDER BUILDS ON THE PROVISIONS OF P.L. 2005, C. 51 ("CHAPTER 51"), WHICH LIMITS CONTRIBUTIONS TO CERTAIN POLITICAL CANDIDATES AND COMMITTEES BY FOR-PROFIT BUSINESS ENTITIES THAT ARE, OR SEEK TO BECOME, STATE GOVERNMENT VENDORS.

EXECUTIVE ORDER NO. 117 EXTENDS THE PROVISIONS OF CHAPTER 51 IN TWO WAYS:

1. THE DEFINITION OF "BUSINESS ENTITY" IS REVISED AND EXPANDED SO THAT CONTRIBUTIONS BY THE FOLLOWING INDIVIDUALS ALSO ARE CONSIDERED CONTRIBUTIONS ATTRIBUTABLE TO THE BUSINESS ENTITY:
 - OFFICERS OF CORPORATIONS AND PROFESSIONAL SERVICES CORPORATIONS, WITH THE TERM "OFFICER" BEING DEFINED IN THE SAME MANNER AS IN THE REGULATIONS OF THE ELECTION LAW ENFORCEMENT COMMISSION REGARDING VENDOR DISCLOSURE REQUIREMENTS (N.J.A.C. 19:25-26.1), WITH THE EXCEPTION OF OFFICERS OF NON-PROFIT ENTITIES;
 - PARTNERS OF GENERAL PARTNERSHIPS, LIMITED PARTNERSHIPS, AND LIMITED LIABILITY PARTNERSHIPS AND MEMBERS OF LIMITED LIABILITY COMPANIES (LLCS), WITH THE TERM "PARTNER" BEING DEFINED IN THE SAME MANNER AS IN THE REGULATIONS OF THE ELECTION LAW ENFORCEMENT COMMISSION REGARDING VENDOR DISCLOSURE REQUIREMENTS (N.J.A.C. 19:25-26.1); AND

- SPOUSES, CIVIL UNION PARTNERS, AND RESIDENT CHILDREN OF OFFICERS, PARTNERS, LLC MEMBERS AND PERSONS OWNING OR CONTROLLING 10% OR MORE OF A CORPORATION'S STOCK ARE INCLUDED WITHIN THE NEW DEFINITION, EXCEPT FOR CONTRIBUTIONS BY SPOUSES, CIVIL UNION PARTNERS, OR RESIDENT CHILDREN TO A CANDIDATE FOR WHOM THE CONTRIBUTOR IS ELIGIBLE TO VOTE OR TO A POLITICAL PARTY COMMITTEE WITHIN WHOSE JURISDICTION THE CONTRIBUTOR RESIDES.

2. REPORTABLE CONTRIBUTIONS (THOSE OVER \$300.00 IN THE AGGREGATE) TO LEGISLATIVE LEADERSHIP COMMITTEES, MUNICIPAL POLITICAL PARTY COMMITTEES, AND CANDIDATE COMMITTEES OR ELECTION FUNDS FOR LIEUTENANT GOVERNOR ARE DISQUALIFYING CONTRIBUTIONS IN THE SAME MANNER AS REPORTABLE CONTRIBUTIONS TO STATE AND COUNTY POLITICAL PARTY COMMITTEES AND CANDIDATE COMMITTEES OR ELECTION FUNDS FOR GOVERNOR HAVE BEEN DISQUALIFYING CONTRIBUTIONS UNDER CHAPTER 51.

EXECUTIVE ORDER NO. 117 APPLIES ONLY TO CONTRIBUTIONS MADE ON OR AFTER NOVEMBER 15, 2008, AND TO CONTRACTS EXECUTED ON OR AFTER NOVEMBER 15, 2008.

UPDATED FORMS AND MATERIALS ARE CURRENTLY BEING DEVELOPED AND WILL BE MADE AVAILABLE ON THE WEBSITE AS SOON AS THEY ARE AVAILABLE. IN THE MEANTIME, BEGINNING NOVEMBER 15, 2008, PROSPECTIVE VENDORS WILL BE REQUIRED TO SUBMIT, IN ADDITION TO THE CURRENTLY REQUIRED CHAPTER 51 AND CHAPTER 271 FORMS, THE ATTACHED CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER NO. 117.

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CERTIFICATION ON BEHALF OF A COMPANY, JOINT VENTURE, TRYVENTURE PARTNERSHI ORGANIZATION AS APPLICABLE AND ALL INDIVIDUALS WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO.117 (2008)

*** YOU MUST SELECT YES IF THIS BID IS BEING SUBMITTED ON BEHALF OF A COMPANY, PARTNERSHIP, OR ORGANIZATION. Yes ***

I HEREBY CERTIFY AS FOLLOWS:

ON OR AFTER NOVEMBER 15, 2008, NEITHER THE BELOW-NAMED ENTITY NOR ANY INDIVIDUAL WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO. 117 (2008) HAS SOLICITED OR MADE ANY REPORTABLE CONTRIBUTION OF MONEY OR PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS OR COMPANY OR ORGANIZATION CONTRIBUTIONS, TO THE FOLLOWING:

- A) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR;
- B) A STATE POLITICAL PARTY COMMITTEE;
- C) A LEGISLATIVE LEADERSHIP COMMITTEE;

GENERATED 08-10-11
REVISED 09-07-11

- D) A COUNTY POLITICAL PARTY COMMITTEE; OR
- E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

I CERTIFY AS AN OFFICER OR AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ORGANIZATION IDENTIFIED BELOW THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FOREGOING STATEMENTS BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

TITLE: Executive Vice President

Yes THE COMPANY, PARTNERSHIP OR ORGANIZATION IS THE VENDOR.

No THE COMPANY, PARTNERSHIP OR ORGANIZATION IS A PRINCIPAL (MORE THAN 10% OWNERSHIP OR CONTROL) OF THE VENDOR, A SUBSIDIARY CONTROLLED BY THE VENDOR, OR A POLITICAL ORGANIZATION (E.G., PAC) CONTROLLED BY THE VENDOR.

*PLEASE NOTE THAT IF THE PERSON SIGNING THIS CERTIFICATION IS NOT SIGNING ON BEHALF OF ALL INDIVIDUALS WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO.117(2008), EACH OF THOSE INDIVIDUALS WILL BE REQUIRED TO SUBMIT A SEPARATE INDIVIDUAL CERTIFICATION, AS FOLLOWS

=====

INDIVIDUAL CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER NO. 117 (2008)

*** YOU MUST SELECT YES IF THIS BID IS BEING SUBMITTED ON BEHALF OF AN INDIVIDUAL. Yes ***

I HEREBY CERTIFY AS FOLLOWS:

ON OR AFTER NOVEMBER 15, 2008, I HAVE NOT SOLICITED OR MADE ANY REPORTABLE CONTRIBUTION OF MONEY OR PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS OR COMPANY OR ORGANIZATION CONTRIBUTIONS, TO THE FOLLOWING:

- A) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR;
- B) A STATE POLITICAL PARTY COMMITTEE;
- C) A LEGISLATIVE LEADERSHIP COMMITTEE;
- D) A COUNTY POLITICAL PARTY COMMITTEE; OR
- E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING STATEMENTS BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

NAME: Harry W. Coleman, Jr



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

September 28, 2011

Mr. Vaughn S. Grundy, III, President
IEW Construction Group, Inc.
75 Sculptors Way
Trenton, NJ 08619

RECEIVED

OCT 11 2011

**CONSTRUCTION SERVICES
PROCUREMENT DIVISION**

**Re: Maintenance Movable Bridge and Tunnel Repair
Contract No. 2012, Various Sites Statewide
DP No: 11406**

Dear Mr. Grundy :

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Movable Bridge and Tunnel Repair Contract No. 2012, Various Sites Statewide** to your firm on **September 27, 2011**. The Contract amount is **\$8,843,911.13**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is signed by the Commissioner. **A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. AN ACCEPTABLE CORPORATE RESOLUTION TEMPLATE IS ATTACHED FOR YOUR USE. USING THIS TEMPLATE WILL AVOID DELAYS ENCOUNTERED DURING CONTRACT EXECUTION.**

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"), and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003.**

FOR 100% STATE FUNDED PROJECTS ONLY, your firm must be in compliance with Public Law 2005, Chapter 51 Contractor Certification and Disclosure of Political Contributions (formerly Executive Order #134) and Executive Order # 117, effective November 15, 2008 prior to the Contract being executed by the Commissioner. You must complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the Department. Instructions for completing these forms are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. IGNORE THIS REQUIREMENT FOR FEDERALLY FUNDED PROJECTS.

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS OF THE DATE OF THE AWARD**. If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The attached N.J.D.O.T. Insurance Certificate must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference.**

Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference.**

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,
Re: Initial Project Workforce Report - Construction, FORM AA-201

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et.seq., N.J.A.C.17:27), please submit your **Initial Project Workforce Report - Construction, Form AA-201** directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

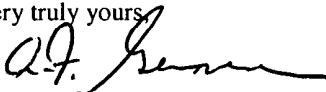
Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/ccmail.shtml

Please complete and submit Form AA-201 as follows:

<p><u>FIRST (2) Copies to:</u></p> <p>New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625</p>	<p><u>(3rd) Copy - (Marked Public Agency) to:</u></p> <p>New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625</p>
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If you have any questions, I may be reached at (609) 530-6355.

Very truly yours,

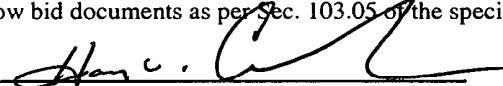


Anthony Genovese
Director
Division of Procurement

AG/cz

cc: K. Abbott, A. Rossi, A. Miro, C. Brown, A. Rana, A. Balluch, J. Berzok, A. Genovese, K. Desai, R. May, Q. Viernes, R. Maruca, R. Sterns, A. Miro, H. Bhandari, A. Ghorbani, R. Kauffman, B. Flesch, A. Tunnard, M. Armstrong, V. A. Brown, E. Myzie

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature 

Print Name: HARRY W. COLEMAN JR.
EXEC. VICE PRESIDENT

Title: _____

CONTRACT

THIS AGREEMENT Made this 21st day of October, in the year two thousand eleven, between the Department of Transportation of the State of New Jersey, herein after referred to as the Department, and IEW Construction Group, Inc. with a principal office location at 75 Sculptors Way Trenton, NJ 08619 herein after referred to as the Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Department, hereby covenants and agrees to furnish and deliver all the materials, to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement of

Maintenance Moveable Bridge and Tunnel Repair Contract No. 2012, Various Sites Statewide, 100% State, PE No. 2621578, CE No. 2624582, DP No: 11406

in strict and entire conformity with the plans on file at the office of the Department in Trenton and with the specifications of the New Jersey Department of Transportation as amended by the Supplementary Specifications applying to this particular work, which were duly approved by the State Commissioner of Transportation under the power and authority vested in the Department under Chapter 301, Laws of 1966, approved December 12, 1966 (27:1A-1, et seq.), and which said plans and specifications are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

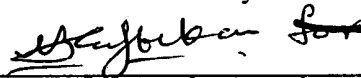
In consideration of the covenants contained herein the Department hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of **eight million, eight hundred forty-three thousand, nine hundred eleven dollars and thirteen cents (\$8,843,911.13).**

OVER

Maintenance Movable Bridge and Tunnel Repair Contract No. 2012
Various Sites Statewide
DP No: 11406

WITNESS WHEREOF, the parties have caused this instrument to be signed, attested to and sealed.

Department of Transportation
of the State of New Jersey



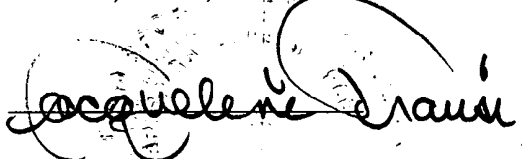
(C.N.B. Kasbekar)

State Transportation Engineer

Deputy

Date: 10/21/11

Witness, Attest, Affix Seal:

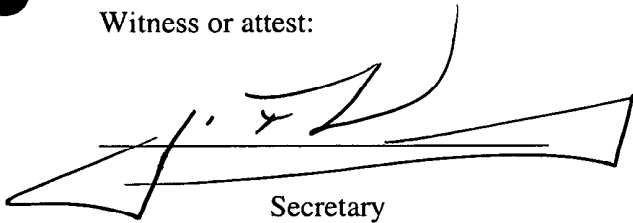
by 

Secretary

New Jersey Department of Transportation

Date: October 21, 2011

Witness or attest:



Secretary

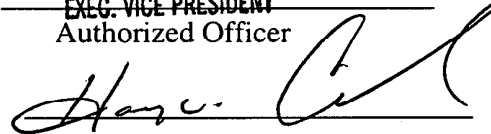
JOHN F. DEMPSEY

(Also print or type name)

IEW Construction Group, Inc.

HARRY W. COLEMAN JR.
EXEC. VICE PRESIDENT

Authorized Officer



Title of Officer

(Also print or type name) **HARRY W. COLEMAN JR.**
EXEC. VICE PRESIDENT

AFFIX SEAL IF A CORPORATION

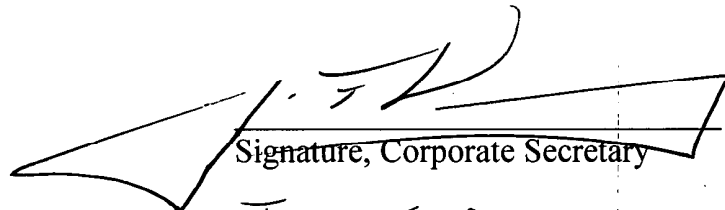


CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that Vaughan S. Grundy, III, President, Harry W. Coleman, Jr., Executive Vice President, Robert N. Tampellini, Vice President, and Darrell Harms, Vice President, of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by the New Jersey Department of Transportation, specifically Maintenance Movable Bridge and Tunnel Repair Contract 2012, Various Sites Statewide, DP No: 11406.

I, John F. Dempsey, Secretary of a Corporation of New Jersey, CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on AUGUST 23, 2011, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof, that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATED: 10/3/11

A handwritten signature in black ink, appearing to read "John F. Dempsey", is written over a horizontal line. The signature is stylized and somewhat cursive.

Signature, Corporate Secretary

JOHN F. DEMPSEY
Print Name, Corp. Secretary

AFFIX CORPORATE SEAL

IEW CONSTRUCTION GROUP

Corporate Headquarters 75 Sculptors Way Trenton, NJ 08619 | Mailing Address P.O. Box 8008 Trenton, NJ 08650
P 609.586.5005 | F 609.586.0356 | www.iewconstructiongroup.com

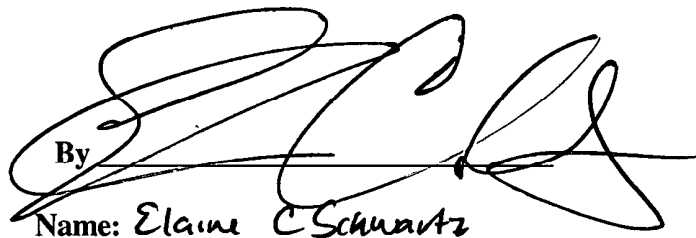
An Equal Opportunity Employer

Maintenance Moveable Bridge and Tunnel Repair Contract No. 2012
Various Sites Statewide
DP No. 11406

OFFICE OF THE ATTORNEY GENERAL

The foregoing contract and bonds has been reviewed and approved as to form.

Paula T. Dow
Attorney General of New Jersey

By 
Name: *Elaine C. Schwartz*

Deputy Attorney General

Date 10/20/11