



New Jersey Department of Transportation

18-Mar-2013

Contract: 11407

Page 1 of 3

Change Order: 010

Approved

DC-173

Contract Details

Route:	Contractor: FERREIRA CONSTRUCTION CO INC 31 TANNERY ROAD BRANCBURG, NJ 08876	Funding: 100% State
Section:		Fed Project#: 100 % STATE
Region: HQ		State Project#: 2621581

Project: 11407	Road	Bridge	Total
Description: MAINTENANCE STRUCTURAL STEEL&ALUMINUM REPAIR CONT.#: DP NO.: 11407. VARIOUS SITES. STATEWIDE	Original Contract Amt: \$0.00	\$2,850,904.50	\$2,850,904.50
	Current Contract Amt: \$0.00	\$14,860,353.51	\$14,860,353.51

Change Order Summary

	Road	Bridge	Total	
Extra Work:	\$0.00	\$4,500,000.00	\$4,500,000.00	Extensions This Change Order: 0
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): 120
				Approved Adjusted Compl Date: 4/30/13
				Extensions Not Yet Approved This Change Order: 0

Change Order Approvals

Approval Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Ennas, Anthony	11/14/2012
2	Resident Engineer	Ennas, Anthony	11/14/2012
3	Field Manager	Greene, Madaline	11/14/2012
4	Regional Cst Eng/Maint. Manager	Ghorbani, Ahmad	11/15/2012

ACCEPTED:	RESERVED FOR F.H.W.A	APPROVED:
CONTR'S AUTHORIZED SIGNATURE _____		REGIONAL CONSTRUCTION ENGINEER _____ DATE _____
NAME: _____		ALTERNATE PROCEDURES PROJEC _____
TITLE: _____		FULL _____ PARTIAL _____
PROTESTED BY LETTER _____		FEDERAL PARTICIPATION _____
		100% STATE _____

REVIEWED: _____ **FUNDS CERTIFIED:** _____

CONTRACTS PAYABLE DATE _____ DIRECTOR OF ACCOUNTING DATE _____



New Jersey Department of Transportation

18-Mar-2013

Page 2 of 3

Contract: 11407
Change Order: 010

Approved

DC-173

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

Location of Proposed Order:

Nature and Reason of Change:

On October 29, 2012, Hurricane "Sandy" moved into New Jersey causing extensive coastal flooding, erosion, and wind damage inland. Emergency clean up and restoration work is necessary. Since there are no items in the Contract to pay for this work, it is proposed to establish the following items and estimated Force Account budget:

Item No. 9015 Force Account, Sandy FHWA Emergency Repair	\$1,500,000.00
Item No. 9016 Force Account, Sandy FHWA Permanent Repair	\$500,000.00
SUBTOTAL:	\$2,000,000.00
Item No. 9017 Force Account, Sandy FEMA Debris Removal	\$2,500,000.00
TOTAL:	\$4,500,000.00

It is understood that this amount will be adjusted to agree with the actual costs incurred by the Contractor submitted in accordance with Subsection 104.03.08 of the 2007 Standard Specifications and as substantiated by the RE's records. This Change Order is subject to audit by the Department in accordance with Subsection 109.03 or 109.04 of the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.

Time Adjustments:

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



Extra Work

Category: 0001 - Bridge

Line#	Item#/Description	Qty	Unit	Unit Price	Amount
9015	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	1,500,000.00	DOLL	\$1.00	\$1,500,000.00
9016	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	500,000.00	DOLL	\$1.00	\$500,000.00
9017	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	2,500,000.00	DOLL	\$1.00	\$2,500,000.00
				Sub-total:	\$4,500,000.00

Change Order Total: \$4,500,000.00



New Jersey Department of Transportation

18-Mar-2013

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Contract: 11407

Change Order: 011

Approved

DC-173

Contract Details

Route:	Contractor: FERREIRA CONSTRUCTION CO INC 31 TANNERY ROAD BRANCBURG, NJ 08876	Funding: 100% State												
Section:		Fed Project#: 100 % STATE												
Region: HQ		State Project#: 2621581												
Project: 11407	<table border="1"> <thead> <tr> <th></th> <th>Road</th> <th>Bridge</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Original Contract Amt:</td> <td>\$0.00</td> <td>\$2,850,904.50</td> <td>\$2,850,904.50</td> </tr> <tr> <td>Current Contract Amt:</td> <td>\$0.00</td> <td>\$14,860,353.51</td> <td>\$14,860,353.51</td> </tr> </tbody> </table>			Road	Bridge	Total	Original Contract Amt:	\$0.00	\$2,850,904.50	\$2,850,904.50	Current Contract Amt:	\$0.00	\$14,860,353.51	\$14,860,353.51
	Road	Bridge	Total											
Original Contract Amt:	\$0.00	\$2,850,904.50	\$2,850,904.50											
Current Contract Amt:	\$0.00	\$14,860,353.51	\$14,860,353.51											
Description: MAINTENANCE STRUCTURAL STEEL&ALUMINUM REPAIR CONT.#: DP NO.: 11407. VARIOUS SITES. STATEWIDE														

Change Order Summary

	Road	Bridge	Total	Extensions This Change Order: 120
Extra Work:	\$0.00	\$2,000,000.00	\$2,000,000.00	Original Completion Date: 12/31/12
Increases:	\$0.00	\$0.00	\$0.00	Approved Extensions (All Change Orders): 120
Decreases:	\$0.00	\$0.00	\$0.00	Approved Adjusted Compl Date: 4/30/13
				Extensions Not Yet Approved This Change Order: 0

Change Order Approvals

Approval Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Ennas, Anthony	12/14/2012
2	Resident Engineer	Ennas, Anthony	12/14/2012
3	Field Manager	Greene, Madaline	12/15/2012
4	Regional Cst Eng/Maint. Manager	Ghorbani, Ahmad	12/15/2012

ACCEPTED:	RESERVED FOR F.H.W.A	APPROVED:
CONTR'S AUTHORIZED SIGNATURE _____		REGIONAL CONSTRUCTION ENGINEER _____ DATE _____
NAME: _____		ALTERNATE PROCEDURES PROJEC _____
TITLE: _____		FULL _____ PARTIAL _____
PROTESTED BY LETTER _____		FEDERAL PARTICIPATION _____
		100% STATE _____

REVIEWED: _____
 CONTRACTS PAYABLE DATE

FUNDS CERTIFIED: _____
 DIRECTOR OF ACCOUNTING DATE



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 Debris Removal

Location of Proposed Order: Sandy Debris removal Site 19 and Site 5

Nature and Reason of Change:

Additional funding to previously created item from Change order # 10 9017- Force Account, Sandy Fema Debris Removal.

Time Adjustments:

THE PURPOSE OF THIS CHANGE ORDER IS TO PROVIDE FOR AN EXTENSION OF CONTRACT TIME FOR A PERIOD OF FOUR (4) MONTHS. EXTENDING THE TIME OF COMPLETION TO APRIL 30, 2013. THIS EXTENSION OF TIME IS NECESSARY TO PERFORM AND TO COMPLETE EMERGENCY REPAIRS CAUSED BY HURRICANE SANDY. THIS EXTENSION OF TIME IS ALSO NECESSARY TO COMPLETE SOME UNFINISHED WORK ORDERS.

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

Extra Work

Category: 0001 - Bridge

Line#	Item#/Description	Qty	Unit	Unit Price	Amount
9017	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	2,000,000.00	DOLL	\$1.00	\$2,000,000.00

Sub-total: \$2,000,000.00

Change Order Total: \$2,000,000.00



New Jersey Department of Transportation

18-Mar-2013

Contract: 11407

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Change Order: 012

Approved

DC-173

Contract Details

Route:	Contractor: FERREIRA CONSTRUCTION CO INC 31 TANNERY ROAD BRANCBURG, NJ 08876	Funding: 100% State
Section:		Fed Project#: 100 % STATE
Region: HQ		State Project#: 2621581
Project: 11407		
Description: MAINTENANCE STRUCTURAL STEEL&ALUMINUM REPAIR CONT.#: DP NO.: 11407. VARIOUS SITES. STATEWIDE	Original Contract Amt:	Road \$0.00 Bridge \$2,850,904.50 Total \$2,850,904.50
	Current Contract Amt:	\$0.00 \$14,860,353.51 \$14,860,353.51

Change Order Summary

	Road	Bridge	Total	Extensions This Change Order: 0
Extra Work:	\$0.00	\$153,650.00	\$153,650.00	Original Completion Date: 12/31/12
Increases:	\$0.00	\$0.00	\$0.00	Approved Extensions (All Change Orders): 120
Decreases:	\$0.00	-\$153,650.00	-\$153,650.00	Approved Adjusted Compl Date: 4/30/13
				Extensions Not Yet Approved This Change Order: 0

Change Order Approvals

Approval Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Ennas, Anthony	2/4/2013
2	Resident Engineer	Ennas, Anthony	2/4/2013
3	Field Manager	Greene, Madaline	2/4/2013
4	Regional Cst Eng/Maint. Manager	Ghorbani, Ahmad	2/4/2013

ACCEPTED:	RESERVED FOR F.H.W.A	APPROVED:
CONTR'S AUTHORIZED SIGNATURE _____		REGIONAL CONSTRUCTION ENGINEER _____ DATE _____
NAME: _____		ALTERNATE PROCEDURES PROJEC _____
TITLE: _____		FULL _____ PARTIAL _____
PROTESTED BY LETTER _____		FEDERAL PARTICIPATION _____
		100% STATE _____

REVIEWED: _____
CONTRACTS PAYABLE DATE

FUNDS CERTIFIED: _____
DIRECTOR OF ACCOUNTING DATE



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: Contract Item adjustments Zero Change Order
Location of Proposed Order: Zero Change Order Contract Increase and Decrease
Nature and Reason of Change:

Increase Decrease of Items

Time Adjustments:

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

Extra Work

Category: 0001 - Bridge

Table with 7 columns: Line#, Item#/Description, Qty, Unit, Unit Price, Amount. Row 1: 23, MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA, 153,650.00, DOLL, \$1.00, \$153,650.00. Sub-total: \$153,650.00

Underrun

Category: 0001 - Bridge

Table with 7 columns: Line#, Item#/Description, Qty, Unit, Unit Price, Amount. Rows: 0019 MMB109M - MANPOWER ACCESS, 0013 MMB026M - WELDING CREW, 0021 MMB044M - 60' UNDERBRIDGE INSPECTION UNIT. Sub-total: \$-153,650.00

Change Order Total: \$0.00



New Jersey Department of Transportation

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Contract: 11407
Change Order: 013 **Approved**

DC-173

Contract Details

Route:	Contractor: FERREIRA CONSTRUCTION CO INC 31 TANNERY ROAD BRANCBURG, NJ 08876	Funding: 100% State
Section:		Fed Project#: 100 % STATE
Region: HQ		State Project#: 2621581

Project: 11407		Road	Bridge	Total
Description:	Original Contract Amt:	\$0.00	\$2,850,904.50	\$2,850,904.50
MAINTENANCE STRUCTURAL STEEL&ALUMINUM REPAIR CONT.#: DP NO.: 11407. VARIOUS SITES. STATEWIDE	Current Contract Amt:	\$0.00	\$14,860,353.51	\$14,860,353.51

Change Order Summary

	Road	Bridge	Total	Extensions This Change Order: 0
Extra Work:	\$0.00	\$488,760.00	\$488,760.00	Original Completion Date: 12/31/12
Increases:	\$0.00	\$11,240.00	\$11,240.00	Approved Extensions (All Change Orders): 120
Decreases:	\$0.00	\$0.00	\$0.00	Approved Adjusted Compl Date: 4/30/13
				Extensions Not Yet Approved This Change Order: 0

Change Order Approvals

Approval Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Ennas, Anthony	2/27/2013
2	Resident Engineer	Ennas, Anthony	2/27/2013
3	Field Manager	Greene, Madaline	2/27/2013
4	Regional Cst Eng/Maint. Manager	Ghorbani, Ahmad	2/27/2013

ACCEPTED:	RESERVED FOR F.H.W.A	APPROVED:
CONTR'S AUTHORIZED SIGNATURE _____		REGIONAL CONSTRUCTION ENGINEER _____ DATE _____
NAME: _____		ALTERNATE PROCEDURES PROJEC _____
TITLE: _____		FULL _____ PARTIAL _____
PROTESTED BY LETTER _____		FEDERAL PARTICIPATION _____
		100% STATE _____

REVIEWED: _____
 CONTRACTS PAYABLE DATE

FUNDS CERTIFIED: _____
 DIRECTOR OF ACCOUNTING DATE



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: ADDITIONAL FUNDING HURRICANE SANDY
Location of Proposed Order: Sandy Debris Removal (FEMA) & Fhwa work Site 19 & site 5
Nature and Reason of Change:

Additional Funding to Previously created Item from Change Order # 10

9015- Force Account, Sandy FHWA Emergency Repair

The additional funds are for our consultant fees accrued during hurricane Sandy. The consultant worked various sites along Route 35 Seaside thru Mantoloking and Route 36 Monmouth Beach to Seabright. Consultant work was used for identifying, providing details, and the inspection of Sinkhole work from MP 2-10 on Rt 35 as well as Route 36 MP 5-12. Also funds are needed for additional payment to the contractor for additional invoices for FHWA work.

Time Adjustments:

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



New Jersey Department of Transportation

18-Mar-2013

Contract: 11407

Page 3 of 3

Change Order: 013

Approved

DC-173

Extra Work

Category: 0001 - Bridge

Line#	Item#/Description	Qty	Unit	Unit Price	Amount
9016	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	-500,000.00	DOLL	\$1.00	\$-500,000.00
9015	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	1,000,000.00	DOLL	\$1.00	\$1,000,000.00
9009	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	-31,240.00	DOLL	\$1.00	\$-31,240.00
23	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	20,000.00	DOLL	\$1.00	\$20,000.00
Sub-total:					\$488,760.00

Overrun

Category: 0001 - Bridge

Line#	Item#/Description	Qty	Unit	Unit Price	Amount
0005	MMB172M - LANE CLOSURES	40.00	HOUR	\$281.00	\$11,240.00
Sub-total:					\$11,240.00

Change Order Total: \$500,000.00

CONTRACT AND BOND

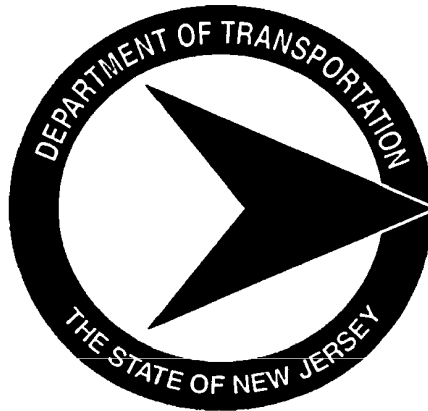
CONTRACTOR: Ferreira Construction Co., Inc.

**PROJECT: Maintenance Structural Steel and Aluminum
Repair Contract 2012, Various Sites, Statewide**

CONTRACT NUMBER: 2012

FEDERAL PROJECT NUMBER: 100% State

DP NUMBER: 11407



NEW JERSEY DEPARTMENT OF TRANSPORTATION

Mailing
PO Box 600
Trenton, NJ 08625-0600

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



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

October 18, 2011

Mr. Nelson Ferreira, President
Ferreira Construction Co., Inc.
31 Tannery Road
Branchburg, NJ 08876

Re: **NOTICE TO PROCEED**

Maintenance Structural Steel and Aluminum Repair Contract 2012
Various Sites, Statewide
DP Number: 11407

Dear Mr. Ferreira:

Attached is a conformed copy of the Contract and Bond on the above-indicated project. On **October 17, 2011**, the Commissioner of Transportation executed the contract.

This constitutes your Notice to Proceed with the work of this contract in accordance with the provisions of Subsection 108.02 of the Specifications. As per Section 109.05 of the Specifications, estimate certificates for this project shall be dated the **25th** of each month with first estimate date of **November 25, 2011**. Enclosed is your proposal bond, which was submitted with your bid.

All further communications in reference to the performance of this project shall be directed to:
Bureau of Maintenance Engineering & Operations
Mr. Ahmad Ghorbani, Section Chief
1035 Parkway Avenue
Trenton, New Jersey 08625-0607
Telephone: 609-530-3708

Sincerely,

Anthony Genovese
Director
Division of Procurement

AG:eh

c: Sigle, A. Ghorbani, A. Ennas,

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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TABLE OF CONTENTS

Maintenance Structural Steel and Aluminum Repair Contract 2012 Various Sites Statewide DP Number 11407

Certificate of Award

Pages 1 to 43 inclusive for General, Road, and Bridge Provisions.

The following Wholly State funded project Attachments that 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 Provisions 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/lssc/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 1, inclusive with acknowledgement

Public Law 2005, Chapter 51

Award Letter with Acknowledgement

Contract DC-81

Table of Content (continued)

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

Project: Maintenance Structural Steel and Aluminum Repair Contract 2012, Various Sites Statewide; 100% State, PE No:2621578, CE No: 2621581, DP No: 11407

(A) DESIGNATION AND DESCRIPTION OF PROJECT

Maintenance Structural Steel and Aluminum Repair Contract 2012, Various Sites Statewide, 100% State, PE No: 2621578, CE No: 2621581, DP No: 11407

(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 August 25, 2011

<u>Trenton Times</u>	<u>8/4/11, 8/11/11, 8/18/11</u>
<u>Gloucester County times</u>	<u>8/4/11, 8/11/11, 8/18/11</u>
<u>The New Jersey Herald</u>	<u>8/4/11, 8/11/11, 8/18/11</u>
<u>The Coast Star</u>	<u>8/4/11, 8/11/11, 8/18/11</u>
<u>Home News Tribune</u>	<u>8/4/11, 8/11/11, 8/18/11</u>

(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 August 25, 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) FERREIRA CONSTRUCTION CO., INC. (F2743)	\$2,850,904.50
(2) A. P. CONSTRUCTION, INC. (A7025)	\$3,361,930.00
(3) IEW CONSTRUCTION GROUP, INC. (I2943)	\$3,472,370.54

Examiner, Bureau of Construction Services:

Quintin Viernes
Print Name

Senior Engineer
Title

[Signature]
Signature

CERTIFICATE OF AWARD

MEO

Project: Maintenance Structural Steel and Aluminum Repair Contract 2012, Various Sites Statewide; 100% State, PE No:2621578, CE No: 2621581, DP No: 11407

(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 9/13/11
Harish Bhanderi, Manager
Bureau of Maintenance Engineering & Operations

Andrew Tunnard 9/13/2011
Andrew Tunnard - Director of 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 ROSS
ANNA ROSS
ACTING Judith Sigle - Director, Division of Accounting & Auditing

(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 FERREIRA CONSTRUCTION CO., INC. the lowest responsible bidder.

Eli D. Lambert 9/13/11
Eli D. Lambert, III P.E., State Transportation Engineer Date

Richard M. Shaw 9/19/11
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 19, 2011 Date

Jacqueline Trausi
Jacqueline Trausi - Secretary, Department of Transportation

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

AFFIX SEAL

SPECIAL PROVISIONS

Maintenance Structural Steel and Aluminum Repair Contract 2012

Various Sites Statewide

DP No. 11407

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 43 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 RE through Maintenance Engineering & Operations Office:

Bureau of Maintenance Engineering & Operations
Mr. Ahmad Ghorbani, Section Chief
1035 Parkway Avenue
Trenton, New Jersey 08625-0607
Telephone: 609-530-3708

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 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. 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. Verify 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.

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 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 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, roadway 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. The ability to begin Work on the emergency job site within four (4) 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 Items scheduled in the Proposal. The Department will not pay for 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.

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.

Before leaving the site a bridge operator may request a test opening to ensure safe operation of the structure, therefore the Contractor must report to the bridge operator in charge at the beginning of the Work and at the end of the Work when working on any movable structure.

A utility truck must be provided for all foremen at 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 of 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.

104.03 CHANGES TO THE CONTRACT

104.03.03 Types of Changes

1. Quantity Increases and Decreases.

THE FIRST PARAGRAPH 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 vary 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.
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 that have been supplied by the State.

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 and 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 incur that cost if not agreed upon prior to rental. If rented equipment and plant does not include operators and 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 10 percent 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 0 percent in the event that additional labor in the form of safety personnel such as railroad flaggers, local police, etc., need to be hired to complete the Work.
6. The Department will not pay for any State sales tax incurred for any material, rented or contractor owned equipment and plant.

9. Overhead.

THE ENTIRE TEXT IS CHANGED TO:

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

10. Sub Contractors.

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 104.03.08. 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.

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

If as the result of the delay, equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5.

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

THE FOLLOWING IS ADDED:

**MAINTENANCE STRUCTURAL STEEL AND ALUMINUM
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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 is 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. police, coast guard, utilities, 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. The 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:

Labor for Bridge Steel Components. Furnish and have available work crews for removing, repairing, fabricating and erecting steel components including machining of steel, cleaning and painting repairs. 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 bridge steel must be experienced in bridgework, capable of climbing and working at any location and height on steel structures in the State Highway System. The Contractor workers are to be approved by the RE before starting the work.

Labor for Bridge Concrete Components, Furnish and have available work crews for repairing concrete substructures and superstructures, as well as but not limited to roadway slabs. 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 these bridges must be experienced in bridgework, capable of climbing and working at any location and height. All workers are to be approved by the RE before starting the work.

Labor for Overhead Sign Supports, Bridge Railings, and Chain-Link Fence. Furnish and have available work crews for removing, repairing, fabrication and erecting aluminum components including machining of aluminum. The crew personnel must be qualified, experienced and available for work on short notice in the event of an emergency call out. Workers are expected to work on overhead sign supports, bridge railings and chain-link fence must be experienced in bridge work, capable of climbing and working at any location and height on all structures incorporated in the State Highway System. The Contractor Workers are to be approved by the RE before starting the work.

If requested by the RE, present certification of qualifications of welders before fabrication begins. This certification shall be from a commercial or public testing laboratory, other than the State's representative. Qualifications of welders shall be based on the requirements of the American Welding Society Structural Cost, AWS D1.1-82 Section 5 Part C 5.18, all positions (1G, 2G, 3G, 4G, 1F, 2F, 3F, 4F, 5G, 6G).

105.02.02 Superintendent

THE FOLLOWING IS ADDED:

The RE must approve the Superintendent and/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, and designated alternative before starting the work.

THE FOLLOWING SUBPARTS ARE ADDED:

105.02.05 Crew Coordination

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 is required to make 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 RE must approve the skilled representative before starting the work.

No separate payment will be made for any cost incurred by the Contractor for the skilled representative; all such cost being deemed included in the various Items scheduled in the Proposal.

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 cost incurred for required submittals; all such cost being deemed included in the various Items scheduled 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 scheduled 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 (2) 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 two (2) 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. Pay 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:

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

**MAINTENANCE STRUCTURAL STEEL AND ALUMINUM
REPAIR CONTRACT 2012 - STATEWIDE**

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.

106.03 FOREIGN MATERIALS
THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

106.04 MATERIALS QUESTIONNAIRE

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

For ITS systems as specified in Section 704, obtain approval of system working drawings including individual components and Electrical material instead of submitting a materials questionnaire.

106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

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 ENTIRE SUBSECTION IS CHANGED TO:

The relationship of the Contractor to the State is that of an independent contractor. Conduct business consistent with such status. Do not hold out or claim to be an officer or employee of the Department by reason hereof. Do not make a claim, demand, or application to or for the rights or privileges applicable to an officer or employee of the Department, including, but not limited to, Workers Compensation Insurance, unemployment insurance benefits, social security coverage, or retirement membership or credit.

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

2. Limits and Restrictions.

THE FOLLOWING IS ADDED:

5. The Contractor may only subcontract to Subcontractor Companies with a minimum of 5 years experience and a NJDOT Rating regarding work performed on similar items. RE must approve subcontractors prior to the start of work.

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 retro-reflective safety garment meeting ANSI/ISEA Class 3, Level 2 standards.

108.07 TRAFFIC CONTROL

THE FOLLOWING SUBPART IS ADDED:

**MAINTENANCE STRUCTURAL STEEL AND ALUMINUM
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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 for approval by RE in accordance with the 2007 NJDOT Standard Roadway Construction/Traffic Control/Bridge Construction Details Booklet and as indicated in Section 159.

As a standard on routes under the jurisdiction of NJDOT, the reduction of the number of lanes available for traffic or constriction of existing widths of traveled way will not be permitted between the hours of 6:00 am and 9:00 am or between the hours of 4:00 pm and 7:00 pm. In addition, two (2) lanes available for traffic in one direction shall not be closed between the hours of 6:00 am and 7:00 pm.

Lane closures during restricted hours for emergency repairs will be as per direction of the RE.

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

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

The Contractor shall make every effort to arrange his operations such that access and Work may be accomplished from the underside of the bridge, where possible.

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.

All applications will be as directed by the RE. Traffic control plans submitted for 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.

108.10 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.**

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THE FIRST PARAGRAPH IS CHANGED TO:

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.

THE FOLLOWING IS ADDED:

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.

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.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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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.

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 will 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 104.03.08.

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.

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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.

B. Types

1. Comprehensive General Liability Insurance.

THE FOLLOWING IS ADDED:

Ensure the policy names JCP&L, its officers, employees and agents as additional insured.

2. Comprehensive Automobile Liability Insurance.

THE FOLLOWING IS ADDED:

Ensure the policy names JCP&L, its officers, employees and agents as additional insured.

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 Insured 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 104.03.08.

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.

105.03 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.

153.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

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

If the Contractor's CPM Progress Schedule update is not approved by the date of the progress meeting for the following update, the Department will assess liquidated damages to recover the Department's increased administrative costs. The Department will assess damages for each delinquent update as per Sub-Part 108.20.

SECTION 154 – MOBILIZATION

154.03 PROCEDURE

154.03.01 Mobilization

THE ENTIRE SUBPART 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, and one 3 ½-inch, 1.44 MB floppy diskette drive with multi-media card reader (must be designated as drive A:). 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., Lynksys) 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 19-inch (518.4 mm) viewable area, Native 1920 x 1200 2 60 Hz resolution, DisplayPort (e.g., Dell Ultrasharp).
 7. One Flatbed USB version 2.0 or greater Color Scanner. (e.g., H.P. or Cannon)
 8. Minimum 1.5 TB external hard drive @ 7200RPM (e.g., Seagate, Western Digital or Samsung) with backup software for MS-Windows and DOS.
 9. Ten (10) USB 16 GB Flash Memory Drives (e.g., SanDisk Cruzer 16 GB).
 10. Uninterruptible power supply (UPS) - OMNI 1000 or approved equal (e.g., APC-1000 - American Power Corporation).
 11. 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).
 12. Computer workstation, printer stand, and/or table having both appropriate surface and chair height.
 13. 100 CD-R 700 MB (or larger) and 150 DVD-R and paper sleeves for discs.
 14. Four (4) cans of compressed air and two (2) packs of anti-static cleaning wipes.

15. One base printer having at minimum:
 1. 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).
 2. One set of appropriate printer toner cartridges every other month for the duration of the construction project.
 3. 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.
 4. 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.

16. One software package, on CD-ROM with documentation, including:
 1. Microsoft Windows XP Professional upgrades for the duration of the project.
 2. Microsoft Office Professional latest version. Software package should contain the following: word processor, spreadsheet, and database.
 3. Norton's System Works for Windows, latest version, or compatible software package with future upgrades and latest virus patches.
 4. 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).
 5. Visio Professional Graphics Software for Windows, latest version.
 6. PC Anywhere latest version with future upgrades.
 7. Norton System Works latest version with future upgrades.
 8. Fastback Plus latest version with future upgrades.
 9. MS Project latest version with future upgrades.
 10. Laplink for windows with cable latest version with future upgrades.
 11. Winfax latest version with future upgrades.
 12. One additional word processing program (Engineer's choice).
 13. One additional spreadsheet program (Engineer's choice).
 14. One additional data base program (Engineer's choice).

b. Three (3) 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 Access, Internal 56k Capable Mini-Pci Fax Modem With Internet Capabilities And Any Software Necessary.
2. Software Package, Latest Version Installed
 1. Microsoft Windows (latest version with future upgrades).
 2. Microsoft Office Professional, latest version.
 4. Anti-Virus software, latest version with upgrades (e.g., Norton's Anti-Virus, MacAfee Anti Virus, or Dr. Solomon's).
 11. Absolute Software – Lo/Jack for Laptops with future upgrades.

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

3. Additional Accessories And Supplies
 1. One (1) Car Adapter Cable for each notebook
 2. One (1) Carrying Case for each notebook
 3. One (1) 59 Work Hr Lith. Ion Battery W/Express Charge Technology for each notebook
 4. Fifty (50) Multispeed 700mb CD-RW W/Cases & Labels for each notebook
 5. One (1) Pack Of One Hundred (100) CD-R's for each notebook
 6. One (1) AC Mobile Adapter for each notebook

7. Belkin 4 port Hi-Speed USB 2.0 Pocket Hub and Travel Surge Protector Bundle
8. Notebook Expansion Dock w/ Stand
9. CompleteCare Accidental Damage Service to 1Yr Limited Warranty

c. **Three(3) Printers;** HP Photosmart Plus Color Printer/Scanner or equivalent having the following at a minimum:

1. WIFI Printing Capabilities
2. 2400 X 1200DPI
3. USB Port
4. 150 Sheet Legal Size Pater Tray, Bi-directional Cable

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 (3)

1. **Three (3) digital cameras**, such as Canon PowerShot S90 or approved equal, integrated flash, auto focus, 6 mega pixel, 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) Sets Of compatible Rewritable CD Discs

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. Twelve (12) 16GB USB 2.0 Jump Drives
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. One (1) heavy-duty steel storage cabinet with three shelves and lockable doors. Approximate size 48" w x 48"h x 18"d.

4. Cellular Phones. Twenty two (22) portable hand held cellular phone(s) and Eighteen (18) 4G Air Cards. The cellular telephone plan shall provide for unlimited usage per telephone and 5GB for each 4G Air card. After award of Contract the RE will provide the Contractor with the cellular phone service plan provider and specified plans that will be used for all phones. All 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 Capability
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

5. E-Z PASS Provide three (3) E-Z Pass Toll Tags.

155.03.02 Field Office Maintenance

THE LAST PARAGRAPH IS CHANGED TO:

Field Office Maintenance will not be required for this Project. Contractor will Maintain the notebook computer systems, printers, cameras, camcorders, cellular phones, 4G Air cards, E-Z PASS and all equipment supplied for the duration of the contract or until no longer required by the RE. Repair or replace all inoperable, defective, lost or damaged equipment within 24 hours of being notified

155.03.03 Telephone Service

THIS SUBPART IS CHANGED TO:

Telephone Service consists of monthly charges for telephone, cellular phones and computer broadband access (4G Air Cards).

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 Department will make payment for TELEPHONE SERVICE for the actual costs of the charges as evidenced by paid bills submitted within 60 days of receipt from the service provider for cell phones and broadband access (4g Air Cards).

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.

The Dollar Value 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.

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

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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 as indicated in the NJDOT Standard Traffic Control Plans.

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. If the PVMSRC fails to function, repair the equipment within 48 hours of receiving notice from the Department that the PVMSRC is not functioning.

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

9. **Rack Truck.** A truck capable of carrying cones, drums and signs for a double lane closure. The truck must be equipped with an extended platform for cone placement, tow behind trailer for cone placement or automated attachment for cone placement.

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

One of the following traffic control devices lists will be used when shoulder or lane closures are required. .

A. List A.

Traffic Control Devices For Shoulder, Single, Double and Opposite Lane Closures: Provide all of the necessary labor, materials and equipments to transport to and transport from the job site the signs and channelizing devices necessary to maintain a shoulder or single lane closing 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:	Twenty-six (26)
2. Traffic Cones:	Four Hundred (400)
3. Drums:	Four Hundred (400)
4. Construction Signs, 48" X 48":	Thirty-six (36)
5. Construction Signs, 60" X 60":	Two (2)
6. Construction Signs, 48" X 24":	Six (6)
7. Construction Signs, 60" X 36":	Two (2)
8. Construction Signs, 48" X 30":	Two (2)
9. Variable Message Signs:	Four (4)
10. Traffic Control Truck With Mounted Crash Cushions:	Four (4)
11. Illuminated Flash Arrows, 4' X 8':	Four (4)
12. Rack Truck (Cone placement)	One (1)

Each additional Traffic Control Truck shall have its own operator.

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 ranges 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 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 must be provided as a minimum when the RE directs any of the listed traffic control categories:

- A. Lane Closures:** This Item is used for Shoulder, Single, Double and Opposite lane closures in any direction. Provide the following labor and equipments when the RE calls for the Item LANE CLOSURES:

Item	Quantity
Traffic Control Coordinator	One (1)
Laborer	Five (5)
Traffic Control Devices	As Per List 'A'

B. 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. Only the below listed work differentials will be measured:

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. 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.

As a standard on routes under the jurisdiction of NJDOT, the reduction of the number of lanes available for traffic or constriction of existing widths of traveled way will not be permitted between the hours of 6:00 am and 9:00 am or between the hours of 4:00 pm and 7:00 pm. In addition, two (2) lanes available for traffic in one direction shall not be closed between the hours of 6:00 am and 7:00 pm.

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.

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 by the Contractor 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 various Items scheduled in the Proposal.

The RE may adjust the crew size and composition of the traffic control category.

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>
PORTABLE VARIABLE MESSAGE SIGN WITH REMOTE COMMUNICATION	UNIT
TRAFFIC DIRECTOR, FLAGGER	HOUR
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. The Contractor is not entitled to overhead or profit.

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

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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.

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. Only the site hours for the labor provided under the applicable traffic control category will be measured.

Emergency Towing Service will not 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:

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.

201.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

Disposal of non-hazardous solid waste and hazardous materials and debris will be paid under Section 104.03.08.

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

Separate payment will not be made for the equipment, labor, and all costs associated with the transportation of non-hazardous waste and/or containers to and from the job site. Include the costs in the various Items scheduled in the Proposal.

DIVISION 500 – BRIDGES AND STRUCTURES

SECTION 506 – STRUCTURAL STEEL

506.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This work shall consist of the furnishing; fabrication, erection, containment, surface preparation for painted surfaces, painting, and repair of steel structures and bridges on State maintained roads, highways and railroads. Structural steel repair shall consist of welding or other methods of repairing, rehabilitating, reinforcing, or constructing steel portions of bridges to the original designed and/or constructed condition or reinforce, rehabilitate, upgrade or construct said portions to the design standards as provided by the RE. Curb angles, steel noses, bronze bearing plates, steel expansion joint construction or other metal work required for steel structures, for which provisions have not otherwise been made, are included.

506.02 MATERIALS

THE FOLLOWING IS ADDED:

The following suppliers have displayed the capability of supplying isolators with characteristics that conform to the requirements of these Specifications.

R.J. Watson, Inc.
282 wood Acres Drive
East Amherst, NY 14051
Telephone: (716) 688-0094

Dynamic Isolation Systems, Inc.
2855 Telegraph Avenue, Suite 410
Berkeley, CA 94705
Telephone: (510) 843-7233

Earthquake Protective Systems
4770 San Pablo Avenue
Emeryville, CA 94608
Telephone: (510) 653-5993

The Department may supply material or replace materials with materials purchased through State Vendors or provide materials directly where possible and when deemed in the best interest of the State.

No claim for the cost and mark-up on the material that has been supplied by the Department, shall be made.

506.03 CONSTRUCTION

506.03.01 Structural Steel

E. Installing High-Strength Steel Bolts.

THE SECOND PARAGRAPH IS CHANGED TO:

Provide a Skidmore-Wilhelm calibrator or an acceptable equivalent tension-measuring device on the Project during erection. Ensure that the manufacturer's representative is present during the first full day of tensioning work to provide technical assistance. Verify each lot of DTIs using the Skidmore-Wilhelm calibrator as specified in NJDOT S-3.

506.03.06 Repair Galvanizing

THE LAST SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

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If painting is directed, treat the galvanized surface according to the manufacturer's recommendations then apply the epoxy intermediate and urethane finish coats only.

THE FOLLOWING SUBPARTS ARE ADDED

506.03.07 Fabrication And Welding

This work shall consist of repairs to the various members and components of the bridges owned, maintained or under the responsibility of the Department. Whenever the need or occasion shall arise, the Department will require materials, tools and equipment, and labor needed to perform the necessary work.

The nature of the work shall consist of, but not limited to, the following:

1. Repairing the structural components and machinery of the bridges.
2. Removing steel components of the bridges by use of equipment listed herein.
3. Fabricating bridge components such as structural members, railings, light standards, expansion joints, etc.
4. Repairing and erecting bridge elements and machinery, and bridge components such as: stringers, diaphragms, railings, light standards, gears, bearings, shafts, sheaves, roadway grating, reinforcing steel for concrete deck repairs performed by department forces, steel cover plates, expansion joints.
5. Cleaning and painting of repair areas as directed by the RE. The Contractor will conform to the minimum requirements as set forth in section 554.

Emergency work will require that the Contractor have available on two (2) hours notice any of the material, tools, equipment and personnel necessary to complete the work in a minimum amount of time. Have manned welding units available for emergency repairs. Emergency work may occur during any day of the year and at any time of day or night. Normally, notice for work will be given as much in advance as possible; however, in extreme emergencies be capable of supplying labor and equipment immediately. Interruption of traffic during peak hours must be kept to a minimum and will require the work on the bridges at times designated by the RE.

506.03.08 Commencement of Work

Any repairs deemed necessary by the RE, will be paid under applicable repair category according to Section 506 and materials will be paid under Section 104.03.08. The Department perform any work within the limits of this contract whenever the Department determines that doing so is in public's interest and/or safety.

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

Mr. Ahmad Ghorbani, Section Chief

Bureau of Maintenance Engineering and Operations, Bridge Section

1035 Parkway Avenue, P.O. Box 606, Trenton, NJ 08625

(609) 530-3850 or (609) 530-5958 - Fax (609) 530-8158

506.03.09 Labor, Tools and Equipment

The Items for the purpose of providing labor and equipment for this Contract will be specified as a repair category along with a work differential. The repair category shall be composed of various combinations and quantities of equipment and labor as indicated in this Subsection. The unit price bid for the repair category and work differential shall be the amount necessary for providing all equipment and labor as indicated.

All equipment 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.

Provide a utility truck to be brought out on a daily basis to the designated work sites. The utility truck shall be equipped with the common tools of the trade as well as any special tools required for the assigned work. The cost of providing

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this truck with the necessary tools and the cost of consumable materials required to perform the Work including but not limited to rags, gloves, drill bits, work boots, protective clothing etc., shall be included in the various Items schedule in the Proposal.

No payment will be made for travel time or Operator. Include the cost in the various Items scheduled in the proposal. Be advised of the importance of including this cost in the various Items as the distance between the Contractor's shop and each work site may vary greatly on a daily basis.

Arrange to send a skilled representative from the Contractor's organization to coordinate the work crew and make preliminary site inspections to the various proposed Project locations with or without 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.

All findings and recommendations shall be communicated to the RE for approval prior to the scheduling of the Work. They will need to coordinate the scheduling of the Work with the RE and ensure that daily reports are accurate and complete. The RE must approve this person prior to the start of work and may request the removal of the assigned person at any time. This individual may function as a member or supervisor of any individual work crew.

Have available one (1) four wheel drive vehicle, capable of accessing all bridge locations incorporated into the State Highway System. This vehicle shall have the ability to carry the individual and at least two (2) passengers. The passengers may be Department representatives. No separate payment will be made for any cost incurred by the Contractor for the skilled representative or vehicle while performing the above task; 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 (walkie talkies), pager or cellular phone for foreman, 32 feet aluminum ladder, grease guns, various grease fittings, etc. The cost of the small tools and equipment shall be included in the various Items scheduled in the proposal.

When the Work requires maintenance and protection of traffic, provide a traffic coordinator who is qualified in accordance with Subpart 159.03.01 of these Contract Documents. The primary function of this individual is to insure the proper installation, placement, operation and removal of all traffic control devices during any lane or shoulder closing operation. Include the traffic coordinator cost 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 repair 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 Subsection 104.03.08.
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 Subsection 104.03.08.
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, to include all consumables required during their operation.
6. All costs associated with the preparing and loading of equipment and materials at the Contractor's or suppliers facilities in order to respond to a call-out.
7. 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 the only exception will be for emergency call-out as described in Subsection 104.01 of these Special Provisions.

8. All costs associated with the transportation of all Workers to and from the job site.
9. 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.
10. All labor costs to operate all equipment while on site. The equipment operator (s) shall be the manpower listed in the applicable repair.
11. All common access equipment to allow the crew to access the Work area in a safe and efficient manner, including but not limited to all safety related devices.
12. All miscellaneous rigging equipment including but not limited to wire rope slings, chokers, spreaders, clevises, shackles, picks and hooks, timber matting shall be included when required to reach the Work site.

Any special tools purchased, with the approval of the RE, shall become the property of the Department.

The Items for the purpose of providing labor and equipment for this contract are specified under repair categories. Each 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. **Worker, Type "A":** An individual meeting any one of the following journeyman skill levels up to and including Foreman for a Laborer. The Foreman, if approved by the RE, may be used to fulfill the crew coordination requirements as defined in Subsection 105.02.05. This Worker shall be able to perform Work in any environment deemed related to the intent of this Contract and meeting the requirements as set forth in Subsection 105.02.
- b. **Mechanic:** An individual meeting any one of the following journeyman skill levels up to and including Foreman for a Mechanic. The Foreman, if approved by the RE, may be used to fulfill the Contractors crew coordination requirements as defined in Subsection 105.02.05. This Worker shall be able to perform Work in any environment deemed related to the intent of this Contract and meeting the requirements as set forth in Subsection 105.02.
- c. **Operator:** An individual meeting any one of the following journeyman skill levels up to and including Foreman for an Operator. The Foreman, if approved by the RE, may be used to fulfill the Contractors crew coordination requirements as defined in Subsection 105.02.05. This Worker shall be able to perform Work in any environment deemed related to the intent of this Contract and meeting the requirements as set forth in Subsection 105.02.
- d. **Ironworker:** An individual meeting any of the following journeyman skill levels up to and including Foreman for an Ironworker. The Foreman, if approved by the RE, may be used to fulfill the Contractors crew coordination requirements as defined in Subsection 105.02.05. This Worker shall be able to perform Work in any environment deemed related to the intent of this Contract and meeting the requirements as set forth in Subsection 105.02.

2. Equipment.

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

Provide the equipment listed under any repair category 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 the Department. The cost of transportation of these equipments shall be included in the bid prices.

When one of the workers drive 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 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 and when the RE requests additional equipment:

- a. **60' Under Bridge Inspection Unit (Snooper):** Aspen Aerial UB60 manufactured by Aspen having a 60 ft. horizontal reach, 50 ft. vertical up reach, 70 ft. vertical down reach and requiring only 8 ft. of roadway width to setup, equipped with a 40 in. by 60 in. heated platform with a capacity of 800 pounds mounted on fourth 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 a minimum highway speed of 60 MPH.
- b. **Manpowered Access Machine:** The aerial lift shall have a 35' to 125' 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 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.
Personnel platform: twin workbaskets, one man each, and fiberglass with rotation option.
Platform capacity: two (2) men, 600 pounds
- c. **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 section 506.03.08 but not limited to, and it should be suitable for the particular purpose of fulfilling the intent of this contract. The truck must be capable of attaining a minimum highway speed of 60 MPH.
- d. **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.
- e. **Manpowered Access Machine – Truck Mounted:** Elliott G-85 high reach manufactured by Elliott or equal. The trucks aerial lift shall have an 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 a minimum highway speed of 60 MPH. It must be equipped with all safety features in working condition all the time.
- f. **Air Compressor (150 – 225 CFM):** Including mechanical cleaners, impact wrenches, and other air tools of the trade, such as, but not limited to saws, drills, grinders, etc.

3. Repair Categories:

- a. **Labor Crew:** Provide the following labor and equipment when the RE calls for the Item LABOR CREW

Item	Quantity
Mechanic	One (1) Each
Worker Type "A"	One (1) Each
Utility Truck	One (1) Each
Air Compressor	One (1) Each

- b. **Welding Crew:** Provide the following labor and equipment when the RE calls for the Item WELDING CREW:

Item	Quantity
Ironworker	Two (2) Each
Mobile Welding Unit	One (1) Each
Air Compressor	One (1) Each

- c. **Ironworker:** Provide the following labor and equipment when the RE calls for the Item IRONWORKER:

Item	Quantity
Ironworker	One (1) Each

- d. **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

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

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

- f. **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
Operator	Two (2) Each
60' Underbridge Inspection Unit (Snooper)	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 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 repair category is utilized at the job site.

The RE may adjust the crew size and composition.

Based upon the crew size and nature of the work, RE may call out only the traffic control devices and equipment that are necessary to safely and efficiently complete the work.

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.

Only the below listed work differentials will be measured:

LABOR CREW (WD)
WELDING CREW (WD)
IRONWORKER (WD)
MANPOWERED ACCESS MACHINE (WD)
MANPOWER ACCESS MACHINE – TRUCK MOUNTED (WD)
60' UNDERBRIDGE INSPECTION UNIT (WD)
Shop Fabrication Will Be Measured By Man-Hours.

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 Labor Crew, Steel payment will be as follows:

Labor Crew 10 Hours
Labor Crew (WD) 2 Hours

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

Welding Crew 12 Hours
Welding Crew (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 Labor Crew, Steel. Payment will be as follows:

Labor Crew 10 Hours
Labor Crew (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 Welding Crew. Payment will be as follows:

Welding Crew 8 Hours
Welding Crew (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 RE.

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

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

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.

Shop Welding Equipment

Two (2) each mig/stick shop welding machines

One (1) each mig/stick shop welding machine in compliance with the 2001 Standard Specifications, the most recent ANSI/AASHTO/AWS DL.5 Bridge Welding Code.

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

506.04 MEASUREMENT AND PAYMENT
THE ENTIRE SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
LABOR CREW	HOUR
LABOR CREW (WD)	HOUR
WELDING CREW	HOUR
WELDING CREW (WD)	HOUR
IRONWORKER	HOUR
IRONWORKER (WD)	HOUR
MANPOWERED ACCESS MACHINE	HOUR
MANPOWERED ACCESS MACHINE (WD)	HOUR
MANPOWER ACCESS MACHINE – TRUCK MOUNTED	HOUR
MANPOWER ACCESS MACHINE – TRUCK MOUNTED (WD)	HOUR
60' UNDERBRIDGE INSPECTION UNIT	HOUR
60' UNDERBRIDGE INSPECTION UNIT (WD)	HOUR
SHOP FABRICATION	MAN HOUR

The Work in Section 506 will be measured for payment for the work listed for each project location. Perform all the work listed under each category per project location.

If State or Union regulations preclude the use of Journeyman personnel and require Apprentices 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 contractor's responsibility to reimburse the state the difference in wage.

No payment will be made for any costs incurred for field visits and meetings as described in Subpart 506.03.09 paragraph 4. All such costs being deemed included in the various Items scheduled in the Proposal.

No additional payment will be made for rented equipment used to satisfy the requirements of the Items in this Section 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 the transporting equipment and materials. Include the cost in the various Items scheduled in the Proposal.

SECTION 509 – BRIDGE RAILING AND FENCE

509.01 DESCRIPTION

THE ENTIRE SUBSECTION IS CHANGED TO:

This Section describes the requirements for furnishing, fabricating, erection of bridge railings, chain-link fence, and other aluminum components of State maintained highway and railroad bridges. Aluminum repairs will consist of welding or other methods of repairing and rehabilitating bridge railings, chain-link fence, etc. to the original designed and/or constructed condition.

509.02 MATERIALS

THE FOLLOWING IS ADDED:

The State may supply or replace materials with material purchased through the State Vendors or provide materials directly where possible and when deemed necessary in the best interest of the State. No claim for the cost and mark-up on material that has been supplied directly by the State shall be made.

509.03 CONSTRUCTION

THE FOLLOWING SUBPART IS ADDED:

509.03.01 Bridge Railing

THE THIRD PARAGRAPH SUBPART 2 IS CHANGED TO:

2. **Adhesive Type.** Do not drill for installation until the concrete has cured for at least 14 days. Install adhesive anchors according to the manufacturer's recommendations. When drilling, ensure that spalling does not occur and existing utilities are not damaged. Repair damage to the existing concrete, utilities, and reinforcement steel as a result of drilling. Clean and dry drill holes before and during installation of the adhesive anchors.

509.03.03 Railing and Chain-Link Fence Repairs

The work shall consist of repairs to various members and components of bridge and sign structure railings and chain-link fence. Supply tools, equipment and labor necessary to perform the work.

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

1. Repairing the aluminum components of bridges.
2. Removing aluminum components of bridges.
3. Fabrication of aluminum components such as: overhead sign supports, railings, and fencing.
4. Repairing and erecting components of railings and chain-link fence such as posts, bases, rails, splicers, chain-link fence fabric, h-beam line posts, end posts, trusses, cross members, etc.

Emergency work will require that the Contractor have available on two (2) hours notice any of the materials, tools, equipment and personnel necessary to complete the work in a minimum amount of time and have manned welding units available for each emergency repair call out. Emergency work may occur during any day of the year and at any time of day or night. Normally, notice for work will be given as much in advance as possible; however, in extreme emergencies, the Contractor must be capable of supplying labor and equipment immediately. Interruption of traffic during peak hours must be kept to a minimum and will require that work on the bridges be performed at times designated and approved by the RE.

Furnish or have available mobile welding equipment, field fabrication equipment, and shop welding equipment for which no specific payment will be made for any costs incurred for these materials and equipment. All such costs will be deemed to be included in the various unit prices bid for the welding and fabrication items. It is not intended to have available duplicate tools and equipment for steel structures and aluminum structures, but rather the tools and equipment may be used for either steel or aluminum work as the circumstances dictate.

509.04 MEASUREMENT AND PAYMENT
THE ENTIRE SUBSECTION IS CHANGED TO:

The Department will make payment for the Work described in Subsection 509.03 under the applicable Item as specified in 506.04.

SECTION 512 – SIGN SUPPORT STRUCTURES

512.01 DESCRIPTION
THE ENTIRE SUBSECTION IS CHANGED TO:

This Section describes the requirements for the erection and removal of various cantilever and overhead sign support structures constructed of steel or aluminum.

512.02 MATERIALS

512.02.01 Materials
THE FOLLOWING IS ADDED:

The State may supply or replace materials with material purchased through the State Vendors or provide materials directly where possible and when deemed necessary in the best interest of the State. No claim for the cost and mark-up on material that has been supplied directly by the State, shall be made.

512.03 CONSTRUCTION

512.03.01 Sign Support Structures

G. Erecting, Posts, Trusses, and Tower Structures

1. Trusses.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH

Truss spans shall be galvanized alloy as designated. Provisions for welding, inspection, and galvanizing in subpart (b) above apply for steel truss spans. Galvanizing of each unit shall be by a single dip process. Magnetic thickness gauge measurements will be made on each chord length at three locations around the circumference.

Prior to shipping, the completed and accepted truss units shall be assembled in the shop and the truss span checked for dimensions, straightness, alignment, and camber.

THE FOLLOWING SUBHEADINGS ARE ADDED:

- H. Steel Structures.** When sign support structures are subcontracted, the subcontract shall be in accordance with subsection 108.01 except that the value of the subcontract will be based on the value of the work for fabrication.
- I. Inspection.** The Contractor at the rate of \$43.50 per weld shall pay the cost of radiographical inspection of all repaired welds to the State.
- J. Removal of Structure.** Remove sign structures, signs, electrical components, railings, platforms, and all other components attached to the sign structure as directed by the RE. Dispose of the materials as specified in 201.03.09.

512.04 MEASUREMENT AND PAYMENT
THE ENTIRE SUBSECTION IS CHANGED TO:

The Department will make payment for the Work described in Subsection 512.03 under the applicable Item as specified in 506.04.

DIVISION 900 – MATERIALS

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 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

911.02.02 Breakaway Sign Supports for Ground Mounted Signs

THE ENTIRE SUBPART IS CHANGED TO:

Fabricate and construct breakaway sign supports for ground mounted signs using materials conforming to the requirements in Table 911.02.02-1.

Table 911.02.02-1 Materials for Breakaway Sign Supports			
Item	Test Method	Type or Grade	Galvanizing
Aluminum Materials (other than bracket)	911.01.01		
Bracket	B308	6061-T6	
Structural steel shapes	ASTM A709	Grade 36	ASTM A123
Steel Sheet	ASTM A1011	Grade 36	ASTM A 653
Bolts (except special bolt for coupling)	ASTM A325		ASTM A153
Special bolt for coupling	ASTM A449		ASTM A153
Cap Screw	ASTM A307		ASTM A153
Lock Washer	ANSI B18-21-1		ASTM A153

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Nut	ASTM A563	Grade DH	ASTM A153
Coupling	AMS 6378 F		ASTM A153
Steel Hinge Plate	AISI 4130		ASTM 123
Anchor Rod	AISI 1045		
Anchor Coil	AISI 1008		
Anchor Washer	908.04		
Anchor Ferrule	908.04		

Submit mill certificates for the component materials.

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 x 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 x 12 inches and the sheeting for side mounted flexible delineators is $3\text{-}1/2 \times 3\text{-}1/2$ inches.

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_StimulusReportin
gNotification-Contractor.pdf](http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/NJ_StimulusReportin
gNotification-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.

Estimated Value of Contract: \$2850904.5

OFFICER WHO WILL RECEIVE CERTIFIED PAYROLL:

Name: ANTHONY ENNAS
Company Name: NJDOT
Address: 1035 Parkway Avenue
City: TRENTON
State: NJ
Zip Code: 08625

DESCRIPTION OF WORK:

Maintenance Structural Steel and Aluminum Repair Contract 2012

LOCATION:

Address: 1035 Parkway Avenue
City: Newark

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 11407
BIDDER 3955

GENERATED 08-11-11
REVISED

MAINTENANCE STRUCTURAL STEEL AND ALUMINUM REPAIR
CONTRACT 2012
VARIOUS SITES STATEWIDE
DP # 11407

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 08-25-11
AT 10:00 A.M.

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

STATE OF NEW JERSEY

COUNTY OF SOMERSET

I DICTINIO GARCIA

(NAME)

I AM EXECUTIVE VICE PRESIDENT OF THE
(TITLE)

FIRM OF FERREIRA CONSTRUCTION CO. 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":

CONTRACT 2012

VARIOUS SITES STATEWIDE

DP NUM 11407

DP # 11407

BIDDER 3955

GENERATED 08-11-11

REVISED

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
SECTION 0001 BRIDGE					
0001	TRAFFIC DIRECTORS FLAGGERS MMB108M		LUMP SUM	25.00	25.00
0002	FORCE ACCOUNT, LABOR, EQUIPMENT AND MATERIALS MMB091M	1.00	DOLL	241,250.00	241,250.00
0003	SHOP FABRICATION MMB059M	500.00	MH	141.00	70,500.00
0004	E-Z PASS MMG009M	1.00	DOLL	2,000.00	2,000.00
0005	LANE CLOSURES MMB172M	3,500.00	HOUR	281.00	983,500.00
0006	LANE CLOSURES WD MMB172M	500.00	HOUR	2.20	1,100.00
0007	PERFORMANCE BOND AND PAYMENT BOND 151003M		LUMP SUM	26,400.00	26,400.00
0008	OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE 152003P		LUMP SUM	1.00	1.00
0009	POLLUTION LIABILITY INSURANCE 152009P		LUMP SUM	1.00	1.00
0010	TELEPHONE SERVICE MMG010M	1.00	DOLL	30,000.00	30,000.00
0011	LABOR CREW, STEEL MMB060M	2,000.00	HOUR	170.00	340,000.00
0012	LABOR CREW, STEEL WD MMB060M	500.00	HOUR	0.55	275.00

CONTRACT 2012

VARIOUS SITES STATEWIDE

DP NUM 11407

DP # 11407

BIDDER 3955

GENERATED 08-11-11
REVISED

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0013	WELDING CREW MMB026M	3,000.00	HOUR	201.00	603,000.00
0014	WELDING CREW WD MMB026M	500.00	HOUR	0.55	275.00
0015	IRON WORKER MMB028M	2,000.00	HOUR	98.00	196,000.00
0016	IRON WORKER WD MMB028M	500.00	HOUR	0.55	275.00
0017	MANPOWERED ACCESS MACHINE MMB142M	2,000.00	HOUR	78.00	156,000.00
0018	MANPOWERED ACCESS MACHINE WD MMB142M	250.00	HOUR	0.55	137.50
0019	MANPOWER ACCESS MACHINE - TRUCK MOUNTED MMB109M	1,000.00	HOUR	100.00	100,000.00
0020	MANPOWER ACCESS MACHINE - TRUCK MOUNTED (WD) MMB110M	250.00	HOUR	0.55	137.50
0021	60' UNDERBRIDGE INSPECTION UNIT MMB044M	500.00	HOUR	200.00	100,000.00
0022	60' UNDERBRIDGE INSPECTION UNIT WD MMB044M	50.00	HOUR	0.55	27.50
TOTAL SECTION 0001 BRIDGE					2,850,904.50

GENERATED 08-11-11
REVISED

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
TOTAL PRICE					2,850,904.50

(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.

Bruce Young

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.

GENERATED 08-11-11
REVISED

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.

II. 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)

GENERATED 08-11-11
REVISED

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.

MAINTENANCE STRUCTURAL STEEL AND ALUMINUM REPAIR
CONTRACT 2012
VARIOUS SITES STATEWIDE
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PAGE 7
DP NUM 11407
BIDDER 3955

GENERATED 08-11-11
REVISED

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

Check: A0D11D6F Amendment Count: 0

MAINTENANCE STRUCTURAL STEEL AND ALUMINUM REPAIR
CONTRACT 2012
VARIOUS SITES STATEWIDE
DP # 11407

PAGE 8

DP NUM 11407
BIDDER 3955

GENERATED 08-11-11
REVISED

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 STRUCTURAL STEEL AND ALUMINUM

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.

Check: A0D11D6F Amendment Count: 0

Maintenance Structural Steel and Aluminum Repair Contract 2012

DP No. 11407

Various Sites Statewide

Bid Date: 8/25/2011

Addendum No. 1

Page 1 of 1

A new PROPOSAL and new SPECIAL PROVISIONS have been posted

GENERATED 08-11-11
REVISED

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. ^{1 & V} through 1 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 AMENDMENTS OR ACKNOWLEDGE THE ADDENDA WILL RESULT IN A MATERIAL DEFECT IN THE BID AND THE BID WILL BE REJECTED.



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 27, 2011

Mr. Nelson Ferreria, President
Ferreira Construction Co., Inc.
31 Tannery Road
Branchburg, NJ 08876

RECEIVED
OCT - 6 2011
CONSTRUCTION SERVICES
PROCUREMENT DIVISION

**Re: Maintenance Structural Steel and Aluminum Repair Contract 2012,
Various Sites Statewide,
DP No: 11407.**

Dear Mr. Ferreria:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated Maintenance Structural Steel and Aluminum Repair Contract 2012, Various Sites Statewide, DP No: 11407. to your firm on September 19, 2011. The Contract amount is (\$2,850,904.50). 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.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

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. Re-insurance treaties will not be accepted on Department projects.

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.

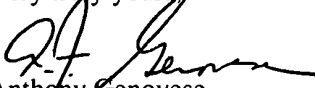
Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/ccmail.shtml

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>
--	--

If you have any questions, I may be reached at (609) 530-6355.

Very truly yours,

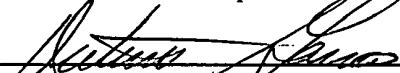

 Anthony Genovese
 Director
 Division of Procurement

*Construction Svcs.
 1035 Parkway Av*

AG/jj

cc:D. Boes, K. Abbott, A. Rossi, H. Bhanderi, A. Tunnard, Eli D. Lambert, III P.E., R. Shaw, J. Trausi, A. Genovese, A. Ennas, A. Ghorbani, B. Flesch, N. Kasbekar, S. Patel, A. Eugene, V. A. Brown.

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

Authorized Signature 

Print Name: Dictinio Garcia

Title: Exec Vice President

CONTRACT

THIS AGREEMENT Made this 17th 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 Ferreira Construction Co., Inc. with a principal office location at 31 Tannery Road, Branchburg, NJ 08876 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 Structural Steel and Aluminum Repair Contract 2012, Various Sites Statewide, 100% State, PE No: 2621578, CE No: 2621581, DP No: 11407.

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 **two million-eight hundred fifty thousand-nine hundred four dollars and fifty cents (\$2,850,904.50).**

OVER

Maintenance Structural steel and Aluminum Repair Contract 2012,
Various Sites Statewide, Statewide; 100% State,
DP No: 11407

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

Department of Transportation
of the State of New Jersey

Eric D. Farht III

State Transportation Engineer

Date: 10/17/11

Witness, Attest, Affix Seal:

by Cacuelene Nanni⁶
Secretary

New Jersey Department of Transportation

Date: October 17, 2011

Witness or attest:

Lou Pacheco
Secretary

Ferreira Construction Co., Inc.

Dictinio Garcia
Authorized Officer

Executive Vice President

Title of Officer

Dictinio Garcia

(Also print or type name)

(Also print or type name)

AFFIX SEAL IF A CORPORATION