**standard input (SI)**

**DESIGNER/CONSULTANT:**

**cONSULTANT PROJECT MANAGER:**

**DEPARTMENT PROJECT MANAGER:**

**fINAL SUBMISSION DATE:**

|  |  |  |
| --- | --- | --- |
| **Revisions to 2019 SI:** | | |
| **date** | **BDC** | **Description / reason** |
|  |  |  |
| **OCT 13, 2023** | **BDC23S-18** | **Revision to Federail Aid Attachment 8 – FHWA-1273** |
| **OCT 6, 2023** | **BDC23S-12** | **REVISION TO TABLE 902.09.03-1 AND TABLE 902.10.03-1** |
| **Sep 8, 2023** | **BDC22S-20** | **Revision to Subpart 106.07.01** |
| **aug 17, 2023** | **bdc23s-11** | **revision to subpart 104.03.08, section 105, subsections 108.02 and 151.04, and section 157. subpart 157.03.01 moved, revised, and renamed to subsection 105.11** |
| **Jul 20, 2023** | **BDC23S-03** | **Revisision to Subpart 407.03.01** |
| **jul 17, 2023** | **bdc22s-16** | **revision to subsection 612.02, subpart 612.03.01, subsection 612.04, table 911.01.01-2, and subparts 911.01.02 and 911.02.01** |
| **Jun 6, 2023** | **bdc23s-08** | **revision to subsections 607.01 and 607.04, subparts 607.02.01 and 607.02.02, and addition of subpart 607.03.08 and subsection 1008.07** |
| **Jun 5, 2023** | **BDC23S-10** | **Revision of Subsection 102.10 and Subpart 102.13.01** |
| **May 19, 2023** | **bdc23s-09** | **deletion of section 51x** |
| **May 12, 2023** | **BDC23S-07** | **Revision to Subsections 102.10 and 102.15** |
| **Apr 14, 2023** | **BDC23S-04** | **Revision to Subpart 104.03.08** |
| **MAr 31, 2023** | **BDC23S-05** | **Revision to Subsection 109.06** |
| **MAr 30, 2023** | **bdc23s-06** | **revision to subparts 155.03.01, 155.03.02, 156.03.01, 156.03.02, & 156.03.03** |
| **Mar 24, 2023** | **BDC22S-21** | **Revision to Section 422 and Subsection 610.04** |
| **Mar 14, 2023** | **BDC23S-01** | **Addition of new subpart 160.03.03** |
| **MAR 13, 2023** | **BDC23S-02** | **Revision to Sections 159, 702, 911, and 1001** |
| **Jan 30, 2023** | **BDC22S13R** | **Revision to Subsection 102.10** |
| **Jan 17, 2023** | **BDC22S-09** | **Revision to Section 160** |
| **JAn 13, 2023** | **BDC22S-08** | **Revision to Subsections 915.04 and 915.05** |
| **Jan 06, 2023** | **BDC21S-05** | **Revision to Subpart 507.02.01 and subsection 507.04, & new Subpart 507.03.08** |
| **DEC 28, 2022** | **BDC22S-19** | **Revision to Subsection 109.06** |
| **DEC 23, 2022** | **BDC22S-17** | **Revision to Subsection 106.01 (SI2019)** |
| **Dec 21, 2022** | **BDC22S-13** | **Revision to Subsection 102.10** |
| **Dec 16, 2022** | **BDC22S-14** | **Revision to Subsection 106.03 and Subpart 106.07.02** |
| **Nov 18, 2022** | **BDC22S-18** | **Revision to Subsections 102.01, 102.10, 102.15, and 103.04, & Subpart 102.13.01** |
| **Oct 14, 2022** | **BDC22S-11** | **Addition of new subpart 160.03.03 (Superseded)** |
| **Oct 05, 2022** | **BDC22S-12** | **Revision to Subpart 911.01.01** |
| **Sep 12, 2022** |  | **Revision to Subpart 156.03.01 part 7.a.4.** |
| **aUG 29, 2022** | **bdc22s-15** | **rEVISION TO fhwa-1273 fEDERAL aID pROJECT aTTACHMENT 8 (si2019)** |
| **Aug 16, 2022** | **BDC21S-12** | **Revision to Subsections 601.02 and 601.04, & Subparts 601.03.01, 601.03.03, 601.03.04, 601.03.06, 601.03.07 and 909.02.02.** |
| **Aug 03, 2022** | **BDC22S-10** | **Revision to Subpart 108.07.01** |
| **Aug 01, 2022** | **BDC22S-07** | **Revision to Subpart 159.03.02** |
| **JuL 13, 2022** | **BDC22S-06** | **Revision to Subparts 159.03.03, 159.03.05, and 912.04.02** |
| **JUN 22, 2022** | **BDC22S-03** | **Revision to Subpart 401.03.03 and Subsection 401.04** |
| **JUN 02, 2022** | **BDC21S-10** | **Revision to Subpart 611.03.02** |
| **May 27, 2022** | **BDC22S-05** | **Revision to Subparts 201.03.01 and 201.03.02** |
| **May 13, 2022** | **BDC22S-04** | **Revision to Subparts 159.02.01 and 401.02.01, & Section 902 and Subsection 65X.02 (SI2019)** |
| **May 12, 2022** | **BDC21S-20** | **Revision to Subpart 701.03.15 and Subpart 701.03.15 (SI2019)** |
| **APR 22, 2022** | **BDC22S-01** | **Revision to Subpart 159.03.02 and Subsection 1001.03** |
| **Apr 21, 2022** |  | **Revision to Subsection 108.01 (2)c and Subpart 151.03.01** |
| **MAR 21, 2022** | **BDC21S-13** | **Revision to Subsection 913.04** |
| **Mar 04, 2022** | **BDC21S-16** | **Revision to State Funded Project Attachment 1, 2 & 3 (SI2019)** |
| **Jan 21, 2022** | **BDC21S-15** | **Revision to Subpart 610.03.07** |
| **Jan 20, 2022** | **BDC21S-19** | **Revision to Subpart 401.03.01 and Subpart 401.03.01 (SI2019)** |
| **DEC 30 2021** | **BDC21S-14** | **Revision to Subsection 902.05** |
| **DEC 10 2021** | **BDC21S-17** | **Revision to Subpart 159.03.08** |
| **Nov 18 2021** | **BDC21S-08** | **Revision to Subsection 105.05 & Subparts 507.03.01 and 914.04.03** |
| **Nov 08 2021** | **BDC21S-18** | **Revision to Subpart 157.03.02** |
| **Aug 23 2021** | **BDC21S-04** | **Revision to Subsection 106.01** |
| **Jun 11 2021** | **BDC21S-06** | **Revision to Test Method R-1** |
| **MAY 25 2021** | **BDC21S-07** | **Revision to Subparts 505.03.01, 505.03.02, 506.03.01, 507.03.02 and 514.03.01** |
| **MAY 14 2021** | **BDC21S-09** | **Revision to Subsection 102.10 and Subpart 102.13.01** |
| **MAR 24 2021** | **BDC21S-02** | **Revision to Subsection 903.01** |
| **MAR 08 2021** | **BDC21S-01** | **Revision to Subsection 109.01** |
| **Jan 15 2021** | **BDC20S-15** | **Revision to Subpart 159.03.02** |
| **OCT 09 2020** | **BDC20S-14** | **Revision to Subsections 106.01 and 106.03, and change to the heading of Section 106 & Subsection 106.03** |
| **OCT 02 2020** | **BDC20S-11** | **Revision to Subsection 610.04 and addition of Subparts 610.03.09** |
| **Sep 21 2020** | **BDC20s-13** | **Revision to Subsection 102.10** |
| **Sep 11 2020** | **BDC20S-10** | **Revision to Sections 504, 507, 513, 609, and 912, and addition of Subparts 504.03.04 and 513.03.03** |
| **Jul 17 2020** | **BDC20S-03** | **Revision to Subsection 108.08** |
| **Jul 07 2020** |  | **Revision to Subsection 703.03** |
| **Jul 06 2020** | **BDC20S-09** | **Revision to Subparts 401.03.07, 405.03.02, 421.03.03, 422.03.01, and 1009.01** |
| **JUN 12 2020** | **BDC20S-08** | **Revision to Subparts 401.03.07, 610.03.03, and 610.03.07** |
| **jun 05 2020** | **bdc20s-05** | **Revision to Subsection 105.09 (SI2019) and 1003.01** |
| **May 29 2020** | **BDC20S-07** | **Revision to Subsection 109.05** |
| **APR 30 2020** | **BDC19S-10** | **Revision to Subpart 159.03.02 and Subsection 1001.03** |
| **MAR 20 2020** | **BDC20S-02** | **Revision to Subpart 202.03.01** |
| **MAR 13 2020** | **BDC20S-01** | **Revision to Subsection 159.04** |
| **Mar 06 2020** |  | **Revision to Subpart 155.03.01 (6) (SI2019)** |
| **FEB 28 2020** | **BDC19S-07** | **Revision to Subparts 159.03.02 and 159.03.08** |
| **Jan 14 2020** | **BDC19S-09** | **Revision to Subsection 919.05** |
| **Dec 30 2019** |  | **Revision to Subpart 107.11.01 (SI2019)** |
| **Dec 11 2019** | **BDC19S-08** | **Revision to Subpart 159.03.01** |
| **Oct 30 2019** |  | **Revision to Subpart 107.12.01** |
| **oct 15 2019** | **BDC19S-06** | **Revision to Subpart 155.03.01 (SI2019)** |
| **Sep 30 2019** | **BDC19S-05** | **Revision to Subparts 160.03.01 and 160.03.02** |
| **Sep 03 2019** | **BDC19S-03** | **Revision to Subsections 101.03and** **108.20** |
| **Aug 26 2019** | **BDC19S-04** | **Revision to Subpart 104.02.01** |
| **May 28 2019** | **BDC19S-01** | **Release of the 2019 Standard Specifications for Road and Bridge Construction and Standard Inputs (SI2019)** |

SPECIAL PROVISIONS

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

include PROJECT DESCRIPTION AS SHOWN ON THE KEY sheet AND FEDERAL PROJECT NUMBER (CONSTRUCTION) WHEN APPLICABLE.

**subject matter expert (Sme) CONTACT – project manager**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

AUTHORIZATION OF CONTRACT

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INclude THE FOLLOWING FOR fhwa funded projects

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.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

\*\*\*\*\***OR**\*\*\*\*\*

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INclude THE FOLLOWING FOR wholly state funded projects

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

complete and include the following

Pages 1 to \_\_\_ inclusive.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

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INclude THE FOLLOWING FOR fhwa funded projects

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online website at [sam.gov](https://sam.gov/search/?index=dbra&page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL). Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.

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

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development   
(Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development’s website at <https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html>. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.)

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

The NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

Contractor’s compliance is required with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States”). Each contractor or subcontractor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

The following information is located at the end of these Special Provisions:

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

1. Disadvantaged Business Enterprise Utilization. (Federal Aid Project Attachment 1)

**OR**

1. Emerging Small Business Enterprise Utilization. (Federal Aid Project Attachment 1)

The DBE/ESBE goals request form and classification codes worksheet are available at

[DBE/ESBE Goal Request Form (SI01)](https://www.state.nj.us/transportation/eng/forms/" \l "design)

[Class Code Worksheet (SI03)](https://www.state.nj.us/transportation/eng/forms/" \l "design)

email the completed form and worksheet along with a copy of the Engineer’s Estimate to THE BUREAU OF CONSTRUCTION services at [CSPD@dot.nj.gov](mailto:CSPD@dot.nj.gov).

allow AT LEAST 10 days for CONSTRUCTION SERVICES to respond with a determination on which attachments (Federal aid project ATTAchment NO. 1 for DBE or Federal aid project attachment NO. 1 for ESBE) is to be used for the project.

upon receiving the information, fill in the blank (GOALS FOR THIS PROJECT) on the appropriate Federal aid project attachment LOCATED at the end of these special provisions.

delete the inappropriate fhwa ATTACHMENT.

**sme CONTACT – Office of Civil Rights, Contract Compliance**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 2)

Follow instructions and fill out the training request form at

[Trainee Request Form (SI04)](https://www.state.nj.us/transportation/eng/forms/" \l "design)

submit request to the Civil Rights, Contract Compliance at least 10 days in advance, by emailing, CIVIL RIGHTS Contract compliance at: [cr.contcompl@dot.nj.gov](mailto:cr.contcompl@dot.nj.gov). Obtain required information.

upon receiving the information, fill in the blanks on fhwa attachment no.2 (training special provisions) located at the end of these special provisions.

**sme CONTACT – Office of Civil Rights, Contract Compliance**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 3)

4. Federal Equal Employment Opportunity Contract Specifications for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 4)

5. State of New Jersey Mandatory Equal Employment Opportunity Language on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 5)

6. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 6)

7. Payroll Requirements for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 7)

8. FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts. (Federal Aid Project Attachment 8)

9. State Mandatory Addendum to FHWA 1273 Required Contract Provision, Federal Aid Construction Contracts as Amended or Supplemented. (Federal Aid Project Attachment 9)

10. Federal Mandatory Equal Opportunity Language on Federal Aid Projects. (Federal Aid Project Attachment 10)

11. Byrd Anti-Lobbying Certification. (Federal Aid Project Attachment 11)

list here & include additional project specific ATTACHMENTS required for the project at the end of these Special Provisions, SUCH AS ASBESTOS ABATEMENT.

The following additional project specific Attachments are located at the end of these Special Provisions:

12.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

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INclude THE FOLLOWING FOR wholly state funded projects

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development   
(Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development’s website at <https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html>. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

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

The following information is located at the end of these Special Provisions:

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)

The SBE goals request form and classification codes worksheet are available at

[SBE Goal Request Form (SI02)](https://www.state.nj.us/transportation/eng/forms/" \l "design)

[Class Code Worksheet (SI03)](https://www.state.nj.us/transportation/eng/forms/" \l "design)

email the completed form and worksheet along with a copy of the Engineer’s Estimate to THE BUREAU OF CONSTRUCTION SERVICES at [CSPD@dot.nj.gov](mailto:CSPD@dot.nj.gov).

allow AT LEAST 10 days for CONSTRUCTION SERVICES to respond.

upon receiving the information, fill in the blank (F. Sbe goals for this contract) on STATE funded project attachment NO. 1 LOCATED at the end of these special provisions.

sme CONTACT – Office of Civil Rights, Contract Compliance

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2. State of New Jersey [Equal Employment Opportunity Special Provisions for Wholly State](http://www.state.nj.us/transportation/eng/specs/SP/doc/EEOSpecialProvisionsState.rtf) Funded Projects. (State Funded Project Attachment 2)

3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)

4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)

5. [Payroll Requirements](http://www.state.nj.us/transportation/eng/specs/SP/doc/PayrollRequirements.rtf) for Wholly State Funded Projects. (State Funded Project Attachment 5)

6. [Americans with Disabilities Act](http://www.state.nj.us/transportation/eng/specs/SP/doc/AmericansWithDisabilities.rtf) Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

list here & include additional project specific ATTACHMENTS required for the project at the end of these Special Provisions, SUCH AS ASBESTOS ABATEMENT.

The following additional project specific Attachments are located at the end of these Special Provisions:

7.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

Division 100 – General Provisions

Section 101 – General Information

101.01 Introduction

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

complete and include the funding dollar amounts with the appropriate state and/or federal fiscal year for PROJECTs with advanced construction (MULTI-YEAR) FUNDING.

**sme contact – project manager**

THE FOLLOWING IS ADDED:

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

INclude THE FOLLOWING FOR fhwa funded projects

Pursuant to N.J.S.A. 27:1B-21.6 and USC (United States Code) Title 23 Section 115, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

\*\*\*\*\***OR**\*\*\*\*\*

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

INclude THE FOLLOWING FOR wholly state funded projects

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

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Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14, and 108.15; except as indicated below.

Do not expend or cause to be expended any sum in excess of the amount allocated in the current fiscal year's Capital Program (as specified below). The Department will notify the Contractor when additional funding has been appropriated. Any expenditure by the Contractor which exceeds the amount appropriated is at the Contractor's risk and the Contractor waives its right to recover costs in excess of that appropriated amount.

The approved \_\_\_\_\_ Capital Program has an item with $ \_\_\_\_\_ million for the construction of the Project.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

INCLUDE ALL APPROPRIATE STATEMENT(S)

The Department anticipates that $ \_\_\_\_\_ million dollars in additional funds will be provided during State FY \_\_\_\_\_.

The Department anticipates that the balance of the funds necessary to complete the Project will be provided during State FY \_\_\_\_\_.

The Department anticipates that $ \_\_\_\_\_ million dollars in additional funds will be provided during Federal FY \_\_\_\_.

The Department anticipates that the balance of the funds necessary to complete the Project will be provided during Federal FY \_\_\_\_\_.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

The Federal FY begins October 1 of the previous calendar year and the State FY begins July 1 of the previous calendar each year.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

101.03 Terms

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BDC19S-03 dated SEp 03, 2019

THE FOLLOWING TERM IS ADDED:

**Full Traffic Access.** All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

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101.04 Inquiries Regarding the Project

**2. After Award of Contract.**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

SELECT the APPROPRIATE REGIONAL OFFICE

**sme contact – Construction Management**

North Region

Mr. Alex Borovski, Regional Construction Engineer

200 Stierli Court

Mt. Arlington, NJ 07856-1322

Telephone: 973-810-9142

\*\*\*\*\*OR\*\*\*\*\*

Central Region

Mr. Carl Kneidinger, Regional Construction Engineer

1035 Parkway Avenue

Trenton, NJ 08625

Telephone: 732-496-9490

\*\*\*\*\*OR\*\*\*\*\*

South Region

Mr. David DiValerio, Regional Construction Engineer

One Executive Suite Route 70 West

Cherry Hill, NJ 08002-4106

Telephone: 609-414-6418

\*\*\*\*\*OR\*\*\*\*\*

SELECT the CONTACT If Transportation Systems Management (TSM) LEAD ITS PROJECT

Mr. Wasif Mirza, Director of ME

1035 Parkway Avenue

Trenton, NJ 08625

Telephone: 609-963-1402

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Section 102 – Bidding Requirements and Conditions

102.01 Qualification to Bid

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BDC22S-18 dated Nov 18, 2022

the first paragraph is changed to:

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1*, et seq*.

2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.

3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.

4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq*.

5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by “Public Works Contractor Registration Act,” N.J.S.A. 34:11-56.48, *et seq*.

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102.04 Examination of Contract and Project Limits

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complete and include THE FOLLOWING

Project Manager:

Email Address:

Mailing Address:

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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Complete and include the following information if lead paint

The following is a list of structures and the location(s) of lead paint:

|  |  |
| --- | --- |
| **Structure #/Location** | **Lead Paint Location(s)** |
|  |  |

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**1. Evaluation of Subsurface and Surface Conditions.**

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complete and include International Roughness Index (IRI) values of the existing roadway

**sme contact – Pavement & Drainage management and technology**

THE FOLLOWING IS ADDED:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| International Roughness Index (IRI) Values of the Existing Roadway | | | | |
| **Route** | **Direction** | **Mile Post** | | **Existing IRI Value** |
| **From** | **To** |
|  |  |  | |  |

This information is the latest available IRI data of the right most through lane from the Pavement Management Unit. The pavement information shown herein was obtained by the Department and is made available to the authorized users only so that they may have access to the same information available to the Department. It is presented in good faith, but is not intended as a substitute for investigations, interpretation, or judgment of such authorized users.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

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complete and include the pavement core record form

and provide a copy to

Pavement & Drainage management and technology

NEW JERSEY DEPARTMENT OF TRANSPORTATION

PAVEMENT CORE RECORD

**PROJECT/ROUTE & SECTION: \_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DRILLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSPECTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COUNTY/TOWNSHIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE STARTED: \_\_\_\_\_\_\_\_\_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| CORE NUMBER | ROUTE | DIRECTION  (N, E, S, W) | MILE POST  or STATION | LANE NO.  (Left to Right) | SHOULDER  (Inside or Outside) | CORE DIAMETER  (Inches) | TOTAL CORE DEPTH  (Inches) | CORE DRILLED TO | SURFACE TYPE  (AC/PC) | AC THICKNESS  (Inches) | PC THICKNESS  (Inches) |
| 1 |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |

\* Lane 1 is the left lane in the direction of travel.

The pavement information shown herein was used by the Department for design and estimate purposes.

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**3. Existing Plans and As-Builts.**

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THE DESIGNER MUST REQUEST THAT THE PROJECT MANAGER (PM) SUBMIT A COMPLETED [EDU-2](http://njdotintranet.dot.state.nj.us/forms/engdoc.shtm) FORM, VIA EMAIL, TO THE ENGINEERING DOCUMENTS UNIT TO OBTAIN PDF FILES FOR ALL PLANS TO BE USED IN DESIGNING THE PROJECT. THE DESIGNER WILL RECEIVE THESE FILES FROM THE PM. LATER, AT LEAST 15 DAYS BEFORE FINAL DESIGN SUBMISSION, THE DESIGNER MUST PROVIDE PDF FILES TO the PM WITH A LIST AND ONE COPY OF ALL PLANS USED IN DESIGNING THE PROJECT, FOR THEIR POSTING ON THE ELECTRONIC BIDDING SITE.

SME CONTACT – PROJECT MANAGER

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Existing Plans including structural plans, contour maps, and as-built plans used are as follows:

a.

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102.10 Submission of Bids

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BDC23S-10 dated Jun 5, 2023

the second paragraph is changed to:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.

2. Proposal Electronic Bidding File with Bidder’s Certification.

3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.

4. Proposal Bond form.

5. Other related documents as specified in the Contract.

6. For Federal Aid Projects exceeding a bid amount of $100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.

7. For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11‑56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.

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BDC20S-13 dated SEp 21, 2020

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by   
N.J.S.A. 52:34-15.

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102.13.01 Bidder Pre-Award Requirements

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BDC22S-18 dated Nov 18, 2022

the following is added in part b:

**B. State Funded Projects**

**2. Compliance with N.J.S.A. 19:44A-20.13, *et seq*.** The Department will verify the certification status of the bidder with the State Chapter 51 Review Unit. If the bidder is NOT within an approved 2 year period, then a completed and signed Two-Year Vendor Certification and Disclosure forms must be submitted to the Department.

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BDC21S-09 dated MAY 14, 2021

Part C is changed to:

**C. All Projects.** Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).
2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

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BDC22S-18 dated Nov 18, 2022

the following is added in part c:

3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. ln order to comply with this requirement, Bidders must register in SAM at https://www.sam.gov and the Department will verify the successful Bidder's registration in SAM prior to contract award.

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BDC23S-10 dated Jun 5, 2023

the following is added in part c:

4. On the “Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form” provided by the Department, certify pursuant to N.J.S.A. 52:32-60.1, that neither the Bidder nor its affiliates are engaged in prohibited activities in Russia or Belarus as defined therein.

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102.15 Disqualification of Bidders

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BDC23S-07 dated May 12, 2023

The second paragraph is changed to:

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include, but are not limited to:

1. Evidence of collusion among Bidders.

2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.

3. Failure to submit at time of bid or within 5 days of bid opening, a completed and signed CR-266 – Schedule of Disadvantaged Business Enterprise/Emerging Small Business Enterprise/Small Business Enterprise Participation.

4. Failure to submit within 5 days of bid opening, proof of documented evidence of good faith efforts to meet the Contract goal, if the Bidder fails to meet the Contract DBE, ESBE or SBE goal.

5. Failure to submit within 5 days of bid opening, a completed and signed Confirmation of DBE/ESBE/SBE Firm (Form CR-273) for each DBE/ESBE/SBE firm listed on the CR-266. The Bidder shall not complete any portion of the CR-273 form.

6. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for each DBE/ESBE/SBE firm listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-274 form.

7. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE/ESBE/SBE Regular Dealer/Supplier listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-272 form.

8. Failure of the Bidder to meet the Contract DBE, ESBE, or SBE goal as determined by the DCR/AA, or make adequate good faith efforts to do so.

9. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,

10. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.

11. Lack of competency or lack of adequate machinery, plant, or other equipment.

12. Unsatisfactory performance on previous or current contracts.

13. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.

14. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.

15. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.

16. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government’s System for Award Management (SAM), located at <https://www.sam.gov/SAM/> for federally assisted contracts.

17. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

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Section 103 – Award and Execution of Contract

103.04 Execution of the Contract

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BDC22S-18 dated Nov 18, 2022

the first paragraph is changed to:

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in [103.05](#s10305).

2. Performance bond and payment bond as specified in [151.03.01](#s1510301).

3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.

4. Proof of the registrations specified in [102.01](#s10201) for the Department of Treasury and the Department of Labor.

5. If the case of non-resident Bidders, the completed form regarding “Appointment of Agent” for compliance with N.J.S.A. 14A:15-2, *et seq*.

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Section 104 – Scope of Work

104.02 Value Engineering

104.02.01 Purpose and Scope

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INCLUDE THE FOLLOWING LIST OF VE PROPOSALS THE DEPARTMENT WILL NOT CONSIDER, otherwise delete

**SME CONTACT – PROJECT MANAGER**

THE FOLLOWING IS ADDED:

The Department will not consider the following as (a) VE Proposal(s):

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104.03.08 Force Account

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BDC23S-11 dated August 17, 2023

THE FIRST sentence of the first paragraph IS CHANGED to:

Payment made for the work directed to be performed by force account represents full payment for that work including layout.

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BDC23S-04 dated Apr 14, 2023

THE FIRST PARAGRAPH OF PART 7 IS CHANGED TO FOLLOWING:

**7. Equipment.** The Department will make payment for Contractor-owned or rented equipment required for the force account work. The Department will not provide payment for equipment that is determined to be more than necessary or unsuitable by the RE for the force account work or that is inoperable due to breakdown or during periods of repair. In the event the Contractor proposes to use equipment of a higher cost, including equipment with one or more of the following: specialized functionality, features, trim levels, options, or accessories than that suitable and necessary for the work, the Department will make payment at the rate applicable to the suitable and necessary equipment. The Department will make payment for Contractor-owned or rented equipment as follows:

PART 7.B IS CHANGED TO THE FOLLOWING:

1. **Rented Equipment.** In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, submit in writing to the RE for approval the need to rent the equipment and the rental rate for that equipment before using it on the work. Ensure the rental company does not rent equipment exclusively to a single Contractor. The Department will make payment for the rental of the equipment as specified in the rental agreements and as evidenced by paid invoices for the time that the equipment is used to accomplish the work, plus the cost of moving the equipment to, on, and away from the work site.

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Section 105 – Control of Work

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105.05 Working Drawings

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BDC21S-08 dated Nov 18, 2021

TABLE 105.05-1 is changed to:

|  |  |
| --- | --- |
| Table 105.05-1 – Working Drawing Submission Category | |
| Certified | Approved |
| Breakaway I-Beam GA Sign Support Posts | Catalog Cuts (related to landscape Items) |
| Bridge Drainage | Change in Structural Steel Details |
| Bridge Railing and Fencing Anchorage System | Change of Prestressed Concrete Strand Patterns |
| Catalog Cuts | Demolition Plans |
| Composite Piles | Erection Plans |
| DMS Sign Support Structure | High Load Multi-Rotational (HLMR) Bearings |
| DMS Standard Ground Mounted | Isolation Bearings |
| Elastomeric Bearings Pads | ITS System Drawings, including Block Diagrams |
| Electrical Items Not Pre-Qualified | Machinery and Electrical Items for Movable Bridges |
| Expansion Joint Assemblies (except Modular Expansion Joint Assemblies) | Mechanically Stabilized Earth (MSE) Walls |
| Precast Prestressed Concrete Beams and Piles Fabrication | Modular Expansion Joint Assemblies |
| Reinforced Elastomeric Bearings | Other work shown on the Plans as conceptual |
| Sign Legends | Precast Concrete Arch Structures |
| Sign Support Structures | Precast Concrete Box Culverts |
| Structural Steel Fabrication | Prefabricated Modular Walls |
|  | Stay-In-Place Forms |
|  | Temporary Sheeting and Cofferdams |
|  | Temporary Shielding |
|  | Temporary Structures |
|  | Value Engineering Plans |

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**1. Certified Working Drawings.**

complete and include the following if the DEPARTMENT will REQUIRE less or more than 30 days to review and certify, or reject and return, working drawings. provide a justification to increased time frames and obtain project manager’s approval.

**sme contact – Structural Design**

the last sentence of the FIRST paragraph is changed to:

The Department will require \_\_\_ days for review and certification or rejection and return of certified working drawings.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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**2. Approved Working Drawings.**

complete and include the following if the DEPARTMENT will REQUIRE less or more than 45 days to review and approve, or reject and return, working drawings. provide a justification to increased time frames and obtain project manager’s approval.

**sme contact – Structural Design**

the last sentence of the FIRST paragraph is changed to:

The Department will require \_\_\_ days for review and approval or rejection and return of working drawings.

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105.07.01 Working in the Vicinity of Utilities

**A. Initial Notice.**

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list all utility companies located within the project limits.

include ADDRESSes and email ADDRESSes of contact personnel.

**sme contact – project manager**

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**B. Locating Existing Facilities.**

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Fiber Optic Markout Form is available at:

<http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtm>.

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SELECT the APPROPRIATE TRAFFIC OPERATIONS OFFICE(s)

for Sussex, Passaic, Bergen, essex, Morris, warren, Hunterdon, Somerset, union, Hudson, and middlesex counties

Bureau of Traffic Operations, North Region (TOCN)

670 River Drive

Elmwood Park, NJ 07407-1347

Telephone: 732-697-7360

\*\*\*\*\***OR**\*\*\*\*\*

For Mercer, Monmouth, Ocean, Burlington, Camden, Gloucester, Atlantic, Salem, Cumberland, and Cape May counties

Bureau of Traffic Operations, South Region (TOCS)

1 Executive Campus-Route 70 West

Cherry Hill, NJ 08002-4106

Telephone: 856-486-6650

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SELECT THE APPROPRIATE TRAFFIC OPERATIONS OFFICE, IN ADDITION, WHEN FACILITIES OTHER THAN FIBER OPTIC EXIST; SELECT OTHER ITS CONTACT FROM BELOW AS NECESSARY

For Weigh-in-Motion and Traffic Volume systems contact:

Transportation Data and Safety Unit

PO Box 600

Trenton, NJ 08625

609-963-1891

For Roadway Weather Information Systems contact:

Permits, Electrical Maintenance & Claims Unit

PO Box 600

Trenton, NJ 08625

609-963-1829

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SELECT the APPROPRIATE electrical OFFICE(s)

Bureau of Electrical Maintenance, North Region

200 Stierli Court

Mt. Arlington, NJ 07856-1322

Telephone: 973-601-6650

\*\*\*\*\***OR\***\*\*\*\*

NJDOT

Central Region Electrical

1035 Parkway Avenue

4th Floor E&O Bldg.

CN 600

Trenton, NJ 08625

Telephone: 609-963-1491

\*\*\*\*\***OR**\*\*\*\*\*

Bureau of Electrical Maintenance, South Region

One Executive Campus Route 70 West

Cherry Hill, NJ 08002-4106

Telephone: 856-486-6627

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**C. Protection of Utilities.**

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Facility Daily Access Request Form is available at:<http://www.state.nj.us/transportation/eng/elec/ITS/access.shtm>.

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complete and include THE FOLLOWING WHEN a railroad is located within the project limits.

**sme contact – project manager**

|  |  |  |  |
| --- | --- | --- | --- |
| Frequency of Trains | | | |
| Location | Speed | Number Per Day | Time |
|  |  |  |  |

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105.07.02 Work Performed by Utilities

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complete and include the following for all utility companies that are affected by the project for the advance notice requirements. ensure number of (day/s) advanced notice are based on Calendar days as related to the schedule

provide these affected utility companies with a compact disc containing electronic files of plans & Special provisions

|  |  |  |
| --- | --- | --- |
| Company Name & Address | Contact Person | Number of Day/s Advance Notice |
|  |  |  |

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list work per stage to be performed by the utility companies. include a general description of the WORK to be performed by the company and provide company TIME FRAME to Mobilize on-site and to perform the work. ensure work duration (day/s) are based on Calendar days as related to the schedule. include seasonal restrictions for the work. ensure that any staging and multiple company coordination is properly accounted for in all contract documents.

|  |  |  |  |
| --- | --- | --- | --- |
| Stage # \_\_\_\_\_\_ |  |  |  |
| Utility Company Name | Work Description | Work Duration (Day/s) | Restriction |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Stage Total | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

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105.09 Load Restrictions

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BDC20S-05 dated jun 5, 2020

Complete and include the following MTV Structural Load Restriction table for all paving projects

Add other MTV vehicles which are identified By the industry

**sme contact – Structural & Railroad Engineering Services**

THE FOLLOWING IS ADDED:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Material Transfer Vehicles Structural Load Restriction | | | | | | | | |
| Route | Bridge Structures | | Structure Name | Material Transfer Vehicles | | | | |
| Number | Mile Post | MTV SB-2500C by Roadteck | MTV MC-330 by Blaw-Knox | MTV SB-1500B by Roadteck | MTV SB-1000B by Roadteck | **ADD OTHER MTV** |
| Gross Weight  125,500 lbs | Gross Weight  114,100 lbs | Gross Weight  92,000 lbs | Gross Weight  74,000 lbs |  |
|  |  |  |  | **To be completed by SME**  **Allowed, Allowed with Speed Limit or Not Allowed** | | | | |
|  |  |  |  |  |  |  |  |  |

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BDC23S-11 dated aug 17, 2023

THE FOLLOWING SUBSECTION IS ADDED:

105.11 Construction Layout

Perform a site investigation within the Project Limits to locate existing ROW markers, property markers, survey control markers, and monuments. Before beginning construction operations, protect ROW markers, property markers, survey control markers, and monuments from disturbance and destruction. Notify the RE of the location of property markers and monuments that are in danger of being removed or disturbed and tie to fixed points or locate from established contract control. Do not remove or disturb existing ROW markers, property markers, survey control markers, and monuments until obtaining RE approval. Record and provide field location notes to the RE upon request.

Before removing a monument that is not owned by the Department, notify the agency to which the monument belongs of the need to remove the monument. Provide the RE with copies of correspondence with the agency, as well as the agency’s written requirements or guidelines for setting monuments.

If a monument or marker is disturbed or removed without RE approval, the Contractor is responsible for reimbursing the Department for the cost to replace the monument.

Perform layout for the construction of the Contract using the control points and data shown on the Plans. Perform layout under the direct supervision of a licensed land surveyor. Preserve control points throughout the duration of the Project. Reset control points that are damaged, lost, displaced, or removed.

Before beginning construction operations, verify the vertical and horizontal controls provided in the Plans using, at a minimum, third-order, Class I accuracy procedural standards and equipment. Notify the RE in writing of discrepancies or errors and obtain resolution before proceeding with the work. Upon request, provide the RE with survey notes and calculations related to the field control verification.

Before beginning construction operations, establish lines for ROW, easement, and other restrictions, such as boundaries for environmentally sensitive areas to define the limits of construction and temporary operations. Establish limits of tree protection and other vegetation to be preserved. Do not encroach on private property, except as allowed by easements. Document existing site conditions, including vegetation, in areas to be used for excavation, temporary construction, storage, parking, movement of equipment, field office, etc. which will have to be later restored to pre-existing conditions. Provide documentation, including photographs, to the RE.

Provide the Utilities with the layout needed to install relocated utility facilities and coordinate the Work. Ensure that relocated facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts.

Establish the exact location of the Work from the control points. Reference the Work to baselines that are established from the control points. Maintain baselines until Completion.

Provide and maintain offset baseline stakes for roadways, ramps, jughandles, and turnarounds outside the limits of grading and construction. Set offset stakes at a maximum interval spacing of 50 feet. Where baselines have a radius of less than 475 feet, provide offset stakes at a maximum interval spacing of 25 feet. Identify and mark each stake to show the offset distance from the baseline and provide grade sheets to the RE showing the cut or fill to the finished profile lines with reference to the offset stakes. Provide grade sheets for construction of subbase that include calculations to establish the typical cross section from the profile grade stake. Provide adequate and accurate offset lines during construction that requires occupation of the baseline points by construction operations. Provide the RE with assistance as requested for verification of lines, grades, boundaries, dimensions, and elevations.

Construct the Work to the dimensions and tolerances noted within the Contract. Except where otherwise noted, construct subbase, base courses, pavements, and structures to within 1/4 inch of the elevations, stations and offsets noted in the Contract. If work does not conform to the tolerances allowed, the Department may consider the work to not be in conformance with the work as specified in 105.03.

For each bridge and sign structure within the Project Limits, provide the RE as-built measurements of the minimum vertical underclearance at each lane line, shoulder line, curb line, and edge of pavement line under a structure to the nearest hundredth of a foot. For each bridge structure, provide vertical underclearance measurements at each fascia beam and the portions of the structure that govern the minimum vertical underclearance. Provide minimum vertical underclearance measurements prior to the completion of each stage of construction. Notify the RE in writing of any discrepancies, errors, or deviations from plan dimensions and clearances prior to opening any bridge or structure or any portion thereof to traffic.

Upon request, provide the RE with survey notes and calculations related to the alignment and horizontal and vertical control, and field notes to document the ROW, including easements and monument locations. Maintain survey notes in a bound field notebook in a professional manner.

The Department will not make payment for survey, stakeout, and layout. The cost is to be distributed across the various items of work and to be included in extra work as may be added to the Contract.

If the Department discovers survey errors, including errors that should have been detected during verification of controls provided in the plans, the Department will deduct the costs of checking and correcting these errors from any money due to the Contractor.

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Section 106 – Control of Material

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BDC20S-14 dated Oct 09, 2020

THE SECTION HEADING IS CHANGED TO:

Section 106 – Control of Material and Equipment

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106.01 Source of Supply and Quality Requirements

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BDC22S-17 dated DEC 23, 2022

Determine if [**NJSA 52:32-62**](https://casetext.com/statute/new-jersey-statutes/title-52-state-government-departments-and-officers/chapter-5232-american-goods-and-products-to-be-used-in-state-work/section-5232-62-required-use-of-unit-concrete-products-that-utilize-carbon-footprint-reducing-technology) ‘Required use of unit concrete products that utilize carbon footprint-reducing technology’ and [**NJSA 52:27D-141.17**](https://casetext.com/statute/new-jersey-statutes/title-52-state-government-departments-and-officers/chapter-5227d-establishment/section-5227d-14117-standards-procedures-implementation) ‘Standards, procedures, implementation’ are relevant to the project, and add the appropriate specifications, requirements, and items as necessary to comply with the Statute.

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BDC21S-04 dated AUG 23, 2021

the first paragraph IS changed to:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 – Procurement of recovered materials, ensuring that materials furnished for the Project contain, “the highest percentage of recovered materials practicable,” where the purchase price of the covered item listed exceeds $10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in [106.04](#s10604).

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BDC20S-14 dated Oct 09, 2020

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

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106.02 Department-Furnished Material

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include the type of materials and their location

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106.03 Foreign Materials

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BDC20S-14 dated Oct 09, 2020

THE SUBSECTION HEADING IS CHANGED TO:

106.03 Foreign Materials and Equipment

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**1. Wholly State Funded Projects**

FOR A WHOLLY STATE-FUNDED PROJECT WHICH HAS FEDERAL FUNDS IN AN ASSOCIATED PROJECT COVERED BY THE SAME NEPA (National Environmental Policy Act) DOCUMENT, INCLUDE THE FOLLOWING:

**sme contact – project manager**

the entire text IS changed to:

Due to the requirements of MAP-21 (Moving Ahead for Progress in the 21st Century Act), comply with the Federal Aid Project requirements specified under Subpart 2.

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BDC22S-14 dated Dec 16, 2022

**2. Federal Aid Projects.**

THE FOLLOWING IS ADDED:

Comply with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. Comply with IIJA’s three categories: iron and steel, manufactured products, and construction materials:

a. Ensure all iron and steel used in the project are produced in the United States. Ensure all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. Ensure all manufactured products as defined by IIJA are exempted from the Buy America requirements pursuant to 48 FR 50399 (1983) which excludes manufactured products from 23 CFR 635.410.

c. Ensure all construction materials are manufactured in and manufacturing processes occurred in the United States. Construction materials includes an article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

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BDC20S-14 dated Oct 09, 2020

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

Comply with 2 CFR 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

Do not provide Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Do not provide video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hanghzou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.

Do not provide Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Do not provide any equipment assembled by others that has an integral component that was manufactured and supplied by the aforementioned companies.

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106.07.01 Certification of Compliance

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BDC22S-20 dated Sep 8, 2023

THE FIRST PARAGRAPH IS CHANGED TO:

Submit manufacturer’s Certifications of Compliance stating that the materials and assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department, except for materials and assemblies that are temporary and not incorporated into the final construction and are not iron or steel such as sheeting and bridge assemblies. The State reserves the right to determine if a specific material or assembly meets this provision.

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106.07.02 Certification for Iron and Steel

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BDC22S-14 dated Dec 16, 2022

The Heading and the entire subpart is changed to:

106.07.02 Certification for Iron and Steel, and Construction Materials

**A. Precast Concrete Steel and Concrete Pipe Certification of Compliance.** For precast concrete and concrete pipe items, a Buy America Compliance Plan is required to confirm that the material meets the Buy America requirements and the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52 as specified in 106.03. The ME will periodically audit compliance with the program at the precast plant. If the precast concrete item is not inspected by ME, submit a Certification of Compliance for the precast concrete item as required in 106.07.01. When a Certification of Compliance is submitted, ensure that the Certification of Compliance contains a statement that the reinforcing steel used in the precast concrete item complies with the Buy America requirements and the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52 as specified in 106.03.

**B. Certification for Construction Materials**. For construction materials, a Buy America Compliance Plan is required to confirm that the material meets the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52 as specified in 106.03. When a Certification of Compliance is submitted, ensure that the Certification of Compliance contains a statement that the construction materials used complies with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52 as specified in 106.03.

**C. Step Certification of Compliance**. For products that contain steel or iron components and are not covered in 106.07.02.A, step Certification of Compliance is required to confirm that the item meets the Buy America requirements and the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52 as specified in 106.03. A step certification is a process under which each handler (e.g., supplier, fabricator, manufacturer, processor, coating facility) of the iron and steel components certifies that the steel and iron components were of domestic origin, and that their step in the process was domestically performed.

Every step in the process from melting to coating must be performed in the United States in order for the steel or iron component to be considered domestic and must be documented by step certification. If a domestic source for a steel or iron component cannot be found, submit a request for waiver to the Department. Do not purchase non-domestic steel or iron components without the express written consent of the Department.

Ensure that 3 copies of the Contractor’s Certification of Compliance (Form DC-17) and the step Certifications of Compliance are provided for items containing steel or iron. Retain 1 copy and submit 2 copies to the RE. The Contractor may submit the DC-17 and the step certifications electronically in a scanned document.

Ensure that step Certifications of Compliance contain the following information:

1. Name of the Company supplying the material.

2. Name and location of the Company the material was shipped to.

3. Material description.

4. Quantity of material represented by the Certification.

5. Means of identifying the consignment, such as label marking or seal number.

6. Date and method of shipment.

7. A statement that the material conforms to the Contract material requirements and to the Buy America requirements in 106.03 and the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52.

8. A statement that all steel or iron components in the material or assembly were “melted and manufactured in the US”, unless there is non-domestic steel or iron in the material or assembly.

9. If there is non-domestic steel or iron in the assembly, describe in detail the non-domestic steel or iron material and the quantity. Attach a copy of the Department’s approval for the use of non-domestic steel or iron components.

10. Signature of a person having legal authority to bind the supplier.

11. Typed or printed name of the person who signed the certification.

The Department will not make payment for work containing steel or iron materials until the RE has received the required DC-17 and step Certifications of Compliance, has inspected and accepted the material or assembly.

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106.09 Substitutes for Proprietary Items

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Contact the appropriate smes to determine if a substitute proprietary item or the name of a particular supplier will not be permitted for a work. specify in the appropriate subsection where the intended work is specified, as follows:

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include “No substitution is permitted” statement in the appropriate subsection when a substitution in such work is not permitted

for example: if a proprietary fence material is needed, then include the “No substitution is permitted” statement in subsection 605.02.01.

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Section 107 – Legal Relations

107.11 Risks Assumed by the Contractor

107.11.01 Risks

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

**1. Damage Caused by the Contractor.**

For projects within the limits noted below, the designer shall include the following additional clause with the respective limits for that project. If working within the vicinity of the Turnpike, Garden State parkway, or Atlantic City Expressway, note those also.

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

The following is added:

For any damages by the Contractor to the fiber optic network along Route \_\_\_\_\_, MP \_\_\_\_\_, also notify the G4S Technology LLC at 877-637-2344 within 2 hours. Only G4S Technology LLC will be allowed to complete repairs on that respective section of the fiber optic network. Directly pay G4S Technology LLC within 30 days from the receipt of G4S Technology LLC’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 as specified in 107.16.

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107.11.02 General Insurance

**B. Types**

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**1. Comprehensive General Liability Insurance.**

If JCP&L related utility work is to be performed, add the following:

the following is added:

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

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**2. Comprehensive Automobile Liability Insurance.**

If JCP&L related utility work is to be performed, add the following:

the following is added:

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

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**5. Excess Liability Insurance.**

If JCP&L related utility work is to be performed, add the following:

the following is added:

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

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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107.12.01 Satisfying the Notice Requirements

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dated Oct 30, 2019

The second sentence of the second paragraph is changed to:

Upon request, provide the RE with 5 copies of all documentation submitted in support of the claim.

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Section 108 – Prosecution and Completion

108.01 Subcontracting

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

include details, in the appropriate sections, regarding: SPECIALIZED KNOWLEDGE, experience, CRAFTSMANSHIP, and/OR EQUIPMENT required. the subcontractor must be qualified to perform certain SPECIALTY items (such as: segmental bridge, drilled shafts, blasting, ETC.).

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**1. Values and Quantities.**

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THE FOLLOWING IS ADDED to the first PARAGRAPH:

a.

list “SPECIALTY ITEMS"

items MAY BE CONSIDERED “SPECIALTY ITEMS” DUE TO SPECIALIZED KNOWLEDGE, CRAFTSMANSHIP, OR EQUIPMENT REQUIRED TO perform THE WORK. obtain APPROVAL of appropriate sme.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

select one of the following.

There are no Specialty Items in this Project.

\*\*\*\*\***OR**\*\*\*\*\*

Specialty Items are as listed below:

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

**sme contact – GEOTECHnical engineering**

Drilling and blasting.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

Select appropriate item(s).

**sme contact – TRAFFIC SIGNAL AND SAFETY ENGINEERING**

Above ground highway lighting items.

\*\*\*\*\***AND/OR**\*\*\*\*\*

Above ground sign lighting items.

\*\*\*\*\***AND/OR**\*\*\*\*\*

Above and below bridge deck lighting items.

\*\*\*\*\***AND/OR**\*\*\*\*\*

Electrical wire items.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

**sme contact – Mobility and Systems Engineering (MSE)**

ITS items, except for foundations, standards, and junction boxes.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

list additional “specialty items”

as approved by the sme

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

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**2. Limits and Restrictions.**

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dated Apr 21, 2022

Part C is changed to:

c. The Contractor is barred from subcontracting to firms and individuals suspended or debarred by the Department or included in the State of New Jersey Consolidated Debarment Report maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, joint venture, or limited liability corporation applying to do subcontract work nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government’s System for Award Management (SAM), located at: <https://sam.gov/content/exclusions>.

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108.02 Commencement of Work

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BDC23S-11 dated aug 17, 2023

THE THIRD PARAGRAPH IS CHANGED TO:

Do not perform construction layout and FIELD OFFICE TYPE \_\_\_ SET UP until the Department has approved the insurance certificates and the safety program. Do not begin other construction operations until after the following actions:

1. A preconstruction conference with the Department has been held.

2. Approval of the progress schedule as specified in 153.03.02.

3. The field office has been established.

4. The ROW limits, limits of construction, environmentally restricted areas, and trees or other vegetation designated to be preserved have been laid out.

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BDC22S-10 dated aug 03, 2022

108.07.01 Interference

THE SECOND PARAGRAPH IS CHANGED TO:

Schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible. Limit work zones according to the Special Provisions. Confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is performed in stages adjacent to traffic, ensure that the road opened to traffic adequately accommodates traffic. Do not interfere with existing traffic access, except when required to perform the Work or as approved by the RE.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

complete and include the following maximum work zone restrictions as applicable. the limits should match assumptions used to calculate traffic control quantities. delete any remaining statements.

**SME CONTACT – traffic control designer (roadway design)**

A. Limit work zone to \_\_\_\_ lane miles per day, unless otherwise approved by the RE.

B. Limit the number of work zones to a maximum of \_\_\_\_ concurrently.

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include the following if lane rental is necessary otherwise delete.

**sme CONTACT – Traffic operations (to obtain allowable hours)**

**sme CONTACT – Road user solutions (to obtain rental rate)**

THE FOLLOWING new subpart IS ADDED:

108.07.03 Lane Rental

Lane and shoulder closures are restricted to the schedule provided in the Traffic Control Details of the plans, and as specified in 108.07.01. The Contractor may extend the allowable hours for lane and shoulder occupancy as provided by Table 108.07.03-1 with the RE’s written approval. Submit a written request to the RE to rent lanes and shoulders for an extended period at least 14 days prior to the anticipated use. In the request, provide the following information:

1. Route, direction, and milepost limits

2. Closure Description (Lane type/shoulder)

3. Date(s)/Days

4. Start Time(s)

5. Finish Time(s)

6. Reason

7. Calculation of Lane Rental Cost for each closure

The Department will assess the lane rental charge for each hour the Contractor occupies a lane in accordance with Table 108.07.03-1. If the Contractor does not occupy the lane during the extended hours, the Department will not assess a lane rental charge. If the Contractor occupies the lane for fewer hours than requested, the Department will only assess a lane rental charge for the time that the Contractor has actually occupied the lane. If the Contractor occupies a lane for a portion of an hour, the Department will round the occupancy time to the next highest half hour.

The Department will assess a lane rental charge for lane and/or shoulder occupancy of the roadway at the rates provided in Table 108.07.03-1.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

complete and include the appropriate Lane rental Charge information.

**sme CONTACT – Traffic operations (to obtain allowable hours)**

**sme CONTACT – road user solutions (to obtain rental rate)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Table 108.07.03-1 Lane Rental Availability and Charge | | | | | | |
| Roadway | Direction | Closure Description | Closure Time | | | Rental Time |
| Day(s) | Start Time | Finish Time |
| Hours | Hours | $ per hour |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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Do not occupy a lane or shoulder beyond the RE’s approved extension of the allowable hours for lane and shoulder occupancy. If the Contractor’s lane closure exceeds the allowable time period, the Department will assess Occupancy Charges in accordance with 108.08.

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108.08 Lane Occupancy Charges

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BDC20S-03 dated Jul 17, 2020

subsection is renamed and changed to:

108.08 Occupancy Charges

The closure schedule shown in the plans indicates the time periods for allowable closures as specified in the Contract. Allowable closures are permitted for, but not limited to; roadways, lanes, shoulders and ramps. If the Contractor’s closures exceed these time periods, the Department will deduct from the monthly estimate an occupancy charge for the use and occupancy beyond the time periods shown in the closure schedule until such time that the closure is reopened to traffic or until such time that the closure is allowed to take place again under the closure schedule. The Department will recover the cost of occupancy charges as specified in 107.16.

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

The Department will waive an occupancy charge where a closure is not reopened to traffic as specified in the closure schedule directly and solely by reason of extraordinary, exigent circumstances not under the control of or reasonably foreseeable by the Contractor. Equipment breakdowns, supplier deliveries, and weather related hindrances are not extraordinary, exigent circumstances. However, the Department has the right to assess an occupancy charge for any period of time that a closure remains closed beyond the reasonable period of time needed by the Contractor to reopen a closure due to an extraordinary, exigent circumstance.

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include appropriate Occupancy Charge information.

**sme CONTACT – road user solutions**

THE FOLLOWING IS ADDED:

The rate to calculate the Occupancy Charge is as follows:

|  |  |
| --- | --- |
| Description | Rate |
|  |  |

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108.10 Contract Time

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complete and include the following WHEN dates are specified.

delete “A”, if not applicable, and reAssign APPROPRIATE letter to the remaining statements.

**SME CONTACT – Construction Management and**

**regional construction engineer**

A. Complete all work required for Interim Completion for \_\_\_\_\_\_\_\_\_\_\_\_ on or before \_\_\_\_\_\_\_\_\_\_.

B. Complete all work required for Substantial Completion on or before \_\_\_\_\_\_\_\_\_\_.

C. Achieve Completion on or before \_\_\_\_\_\_\_\_\_\_.

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\*\*\*\*\***OR**\*\*\*\*\*

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complete and include the following WHEN a number of DAYS are specified.

delete “A”, if not applicable, and reAssign APPROPRIATE letter to the remaining statements.

**SME CONTACT – Construction Management and regional construction engineer**

for Transportation Systems Management (tsm) lead its projects, contact mse for the need of its burn-in period for its system testing.

**SME CONTACT – Mobility and Systems Engineering (MSE)**

A. Complete all work required for Interim Completion for \_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_ days.

B. Complete all work required for Substantial Completion in \_\_\_\_\_\_\_ days.

C. Achieve Completion in \_\_\_\_\_\_\_ days.

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\*\*\*\*\***OR**\*\*\*\*\*

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complete and include the following WHEN a number of WORKING DAYS are specified.

delete Appropriate part(S), if not applicable, and reAssign APPROPRIATE letter to the remaining statements

**SME CONTACT – Construction Management and regional construction engineer**

for tsm lead its projects, contact mse for the need of its burn-in period for its system testing.

**SME CONTACT – Mobility and Systems Engineering (MSE)**

A. Complete all work required for Interim Completion for \_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_ working days.

B. Complete all work required for Substantial Completion in \_\_\_\_\_\_\_ working days.

C. Achieve Completion in \_\_\_\_\_\_\_ working days.

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108.11.01 Extensions to Contract Time

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**B. Types of Delays.**

**2. Excusable, Non-Compensable Delays.**

**b. Utilities.**

include the following, IF the project DURATION is less than 1 year and amount of duration of utility work performed by utility company is minor. Subject to review and approval of SME

**sme contact – Project manager**

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.

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108.12 Right-of-Way Restrictions

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complete and include THE FOLLOWING WHEN RoW has not been secured for those parcels. provide anticipated dates of availability.

**sme contact – Project manager**

The Department has not obtained the following ROW parcels. The anticipated availability dates are provided:

|  |  |  |  |
| --- | --- | --- | --- |
| Properties and Vacation/Availability Dates | | | |
| Demolition and/or Parcel No. | Approximate Baseline Station | Offset/Direction | Date |
|  |  |  |  |

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108.14 Default and Termination of Contractor’s Right to Proceed

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complete and include the following if start of work is restricted by department action

**sme contact – Project manager**

List (1) of the first PARAGRAPH is changed to:

1. Fails to begin construction operations within \_\_ days of execution of the Contract.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

108.19 Completion and Acceptance

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include specification prior to the final Design submission for Incentive Payment.

if no incentive payment for early completion is to be specified include the following:

**sme CONTACT – road user solutions**

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

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108.20 Liquidated Damages

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BDC19S-03 dated SEp 03, 2019

obtain road user cost

**sme CONTACT – road user solutions**

obtain construction engineering cost

**sme CONTACT – Construction Management**

select APPROPRIATE condition from the following list

Liquidated damages are as follows:

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

complete and include the following.

delete Appropriate part(S), if not applicable and reAssign APPROPRIATE letter to the remaining statements

A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Interim Completion, the Department will assess liquidated damages in the amount of $\_\_\_\_\_\_.

use only the road user cost.

B. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of $\_\_\_\_\_\_.

FULL TRAFFIC ACCESS NOT ACHIEVED - use the total cost of the road user and construction engineering costs.

For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion but has completed the work as specified for Full Traffic Access, the Department will assess liquidated damages in the amount of $\_\_\_\_\_.

FULL TRAFFIC ACCESS ACHIEVED - use ONLY the construction engineering cost.

C. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of $\_\_\_\_\_.

Use only the construction engineering cost divided by 2.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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Section 109 – Measurement and Payment

109.01 Measurement of Quantities

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BDC21S-01 dated MAr 08, 2021

THE LAST PARAGRAPH IS CHANGED TO:

The Department does not typically measure quantities for Proposal Items, except quantities designated on the Plans as “if and where directed,” for payment. The Contractor or the RE can measure Proposal Items for payment. If making a measurement for a change in payment, submit drawings, calculations, and other information demonstrating the as-built quantity to the party not initiating measurement. If the difference between the measured quantity and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will make payment based on the Contract quantity. If the difference is more than 10 percent of the Contract quantity, the Department will make payment based on the measured quantity. For each Item that the Contractor requests a Proposal Item be measured, and it is determined that the difference between the quantity measured and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will deduct $500.00. The Department will measure quantities for Proposal Items that are designated on the Plans as “if and where directed” for payment when the RE directs work using the “if and where directed” quantity.

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109.05 Estimates

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BDC20S-07 dated May 29, 2020

THE fourth PARAGRAPH is CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, whether:

**A. On Federally Funded Projects**

1. No subcontractor or supplier was used on the project; or

2. Each subcontractor and supplier used on the project has been paid the amount due, from the previous progress payment and will be paid the amount due from the current progress payment, for the subcontractor or supplier’s work that was paid by the Department.

**B. On State Funded Projects**

1. No subcontractor or supplier was used on the project; or

2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier’s work that was paid by the Department; or

3. There exists a valid basis under the terms of the subcontractor’s or supplier’s contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

THE TWELFTH PARAGRAPH is CHANGED TO:

The Department will deduct and withhold 2 percent in retainage from the total Estimate amount for State Funded Projects. On State Funded Projects, the Contractor may not withhold subcontractor retainage that exceeds the amount of retainage that the Department withholds from the Contractor.

Regarding Federally Funded Projects, the Department will deduct and withhold 2 percent in retainage from the total Estimate amount, excluding amounts for subcontracted work, until Substantial Completion. Pursuant to 49 C.F.R. § 26.29(b)(1), the Contractor may not withhold retainage from a subcontractor on Federally Funded Projects.

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INclude THE FOLLOWING FOR WHOLLY Landscape projects

**sme contact – landscape architecture**

THE THIRTEENth PARAGRAPH IS CHANGED TO:

In the first Estimate following installation of all landscape work, the Department will reduce the retainage withheld to 1 percent of the Total Adjusted Contract Price, excluding subcontracted work on Federal Aid Projects, unless it has been determined by the Department that the withholding of additional retainage is required. If retainage is held in cash withholdings, the reduction is to be accomplished by payment under the next Estimate. If retainage is held in bonds, the Department will authorize a reduction in the escrow account.

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109.06 Materials Payments and Storage

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BDC22S-19 dated DEC 28, 2022

THE subsection is changed to:

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds $25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers’, suppliers’, and fabricators’ storing and handling recommendations for each material, as specified in 108.04.

2. The ME has inspected the materials and they appear to be acceptable based upon available supplier’s certification and materials test reports.

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BDC23S-05 dated Mar 31, 2023

PART 3 IS CHANGED TO:

3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials, a certification from the supplier that the material was paid for, and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.

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4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.

5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

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Division 150 – Contract Requirements

Section 151 – Performance Bond and Payment Bond

151.03.01 Performance Bond and Payment Bond

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dated APR 21, 2022

The first sentence is changed to:

Using bond forms issued by the Department, provide a performance bond and a payment bond to the Department within 14 days of the date of Award or Conditional Award.

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151.04 Measurement and Payment

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BDC23S-11 Dated aug 17, 2023

THE DEFINITION FOR THE VARIABLE CF IS CHANGED TO:

CF = Final Contract Price excluding adjustments for PERFORMANCE AND PAYMENT BOND.

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Section 152 – Insurance

152.03.01 Railroad Protective Liability Insurance

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iNCLUDE THE FOLLOWING WHEN RAILROAD INSURANCE IS REQUIRED.

**sme contact – project manager**

Procure and maintain insurance coverage for the following railroad(s):

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

include THE APPROPRIATE RAILROAD(S).

National Railroad Passenger Corporation (AMTRAK)

\*\*\*\*\***and/OR**\*\*\*\*\*

Consolidated Rail Corporation (CONRAIL)

\*\*\*\*\***and/OR**\*\*\*\*\*

New Jersey Transit Rail Operations

\*\*\*\*\***and/OR**\*\*\*\*\*

New York Susquehanna & Western Railway Corporation (NYS&W)

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

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list the name and address of the railroad company representative

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

complete and include THE PERCENTAGE OF PROJECT COST WITHIN RAILROAD ROW

It is estimated that \_\_\_ percent of the Project cost is located within or adjacent to the railroad ROW.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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Section 153 – Progress Schedule

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Choose “Bar Chart Progress Schedule and Updates” only if total contract price is below 2 million dollars and the construction duration is less than 9 months. confirm with the department

**sme contact – project manager**

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Section 155 – Construction Field Office

155.03.01 Field Office

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BDC23S-06 Dated Mar 30, 2023

THE FIRST PARAGRAPH IS CHANGED TO:

Provide and maintain a safe and secure field office for the exclusive use of the Department, until no longer required by the Department, at a location within or in the immediate vicinity of the Project Limits and approved by the RE. Do not lock out, or make the field office inaccessible to, the RE or any Department employees, consultants, or representatives at any time. Do not use any building scheduled for demolition under the Contract as a field office. If the field office is a temporary structure within State ROW, secure necessary permits from the New Jersey Department of Community Affairs, and remove the structure when directed by the RE.

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provide THE project specific items.

complete and include the following list.

**sme contact – Construction Management**

**4. Communication Equipment.**

**a. Telephones.** Provide \_\_\_ cordless phones with auto-switching.

**c. Cell Phones.** Provide \_\_\_\_ cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage and an anticipated monthly usage of 900 anytime minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:

1. Camera with 1 megapixel picture capability.

2. Battery life capable of 180 minutes of continuous use and 72 hours of standby use.

3. Equipped with a hands-free headset.

4. Base charger and car charger.

The Department will maintain possession of the cell phones at the end of the Project.

**d. Computer System.** Provide a computer system meeting the following requirements:

\_\_\_ computer configurations each meeting the following:

1. Processor having a clock speed of \_\_\_ GHz or faster, \_\_\_ GB RAM, \_\_\_ MB Video RAM, \_\_\_ Gigabyte hard drive designated as drive C, one DVD (+/-) Writer Drive, and one CD Recordable Drive. Ensure the system is USB 2.0 compatible and has at least 2 front USB ports Include Keyboard, optical mouse and 2 piece desktop speakers.

2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least 1 wired Ethernet switch.

3. High-speed broad band connection and service with a minimum speed of \_\_\_ Megabits per second (mbps) with dynamic IP address for the duration of the project.

4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.

5. \_\_\_ Gigabyte or larger external drive with backup software for MS-Windows, and 15 corresponding formatted data cartridges corresponding to the tape drive size.

6. \_\_\_ Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.

7. Uninterruptible power supply (UPS).

8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.

9. Computer workstation, chair, printer stand, and/or table having both appropriate surface and chair height.

10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

If more than one computer configuration is specified, provide one network interface card for the base computer configuration and hardwire connections between computer configurations as directed by the RE.

Also provide:

\_\_\_ USB \_\_\_ GB Flash/Jump memory drives

\_\_\_ CD \_\_\_ MB (or larger) recordable CD’s compatible with the CD drive and \_\_\_ recordable DVD’s.

\_\_\_ CD/DVD Holder (each holds 50)

\_\_\_ color laser printers and supplies as follows:

1. Minimum of 192 Megabytes of expanded memory, printer cable, and legal size paper tray.

2. One set of printer ink cartridges every other month for the duration of the construction project for each printer.

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BDC19s-06 dated oct 15, 2019

Software as follows:

1. Microsoft Windows, latest version with future upgrades for the duration of the entire project.

2. Microsoft Office Professional, latest version.

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 contract.

5. Adobe Acrobat Professional, latest version, or compatible software for Scanner.

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**6. Office Equipment.** Provide the following:

b. \_\_\_ digital camera(s). Ensure each digital camera has auto-focus, with rechargeable batteries and charger, \_\_ GB memory card, USB Memory Card Reader compatible with camera and field office computer, 3.0 inch LCD monitor, \_\_\_ mega pixel resolution, \_\_ X optical zoom lens, built in flash, image stabilization, computer connections, and a carrying case.

c. \_\_\_ video camcorder(s) with \_\_\_ Memory Cards 32 GB (or larger) compatible with the camcorder. Ensure each video camcorder is a memory card camcorder with \_\_\_X optical zoom, 2" LCD monitor, USB 2.0 compatible, and includes USB 2.0 connections.

**7. Inspection Equipment.**

1. \_\_ Calculators with trigonometric capability.

2. \_\_ Date/ Received stamp and ink pad.

3. \_\_ Electronic Smart level, 4 foot.

4. \_\_ Electronic Smart level, 2 foot.

5. \_\_ Carpenter rulers.

6. \_\_ Steel tape, 100 feet.

7. \_\_ Cloth tape, 100 feet.

8. \_\_ Illuminated measuring wheel.

9. \_\_ Plumb bob and cord.

10. \_\_ Line level and cord.

11. \_\_ Surface thermometer.

12. \_\_ Concrete thermometer.

13. \_\_ Digital infrared asphalt thermometer.

14. \_\_ Direct Tension Indicator (DTI) Feeler Gage, 0.005 inch.

15. \_\_ Sledge hammer, 8 pound.

16. \_\_ Self leveling laser level with range of 100 feet and an accuracy of 1/4 inch per 100 feet.

17. \_\_ Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.

18. \_\_ Safety garments – orange, reflectorized, 360º high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.

19. \_\_ Sets of rain gear with reflective sheeting.

20. \_\_ Sets of hearing protection with a NRR rating of 22 dB.

21. \_\_ Sets of eye protection according to ANSI Z87.1.

22. \_\_ Sets of fall arrest equipment according to ANSII Z359.1 standards consisting of a full body harness, lanyard, and anchor.

23. \_\_ Light meter - capable of measuring the level of luminance in foot-candles.

24. \_\_ Lantern flashlight, 6V with monthly battery replacements.

25. \_\_ Digital Psychrometer.

26. \_\_ Chain Drag according to ASTM D4580-86.

27. \_\_ Testing equipment and apparatus conforming to AASHTO T23, T119, and T152.

28. \_\_ Hard Bound Daily Diaries, 5 1/2" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.

29. \_\_ Legal size hanging folders.

30. \_\_ Legal size manila file folders – three tab.

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155.03.02 Field Office Maintenance

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BDC23S-06 Dated Mar 30, 2023

THE FIRST PARAGRAPH IS CHANGED TO:

Maintain the field office including furnishings, equipment, lavatories including toiletries, and utilities until no longer required by the Department. Provide services for utilities specified in 155.03.01.2. Provide for utility disconnection when the field office is no longer required by the RE. Assume that the field office will be required for a minimum of 3 months after Completion. Provide weekly janitorial and waste disposal service, and snow removal service as needed. Provide 1 case of letter, legal, and ledger sized paper every 2 months.

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Section 156 – Materials Field Laboratory and Curing Facility

156.03 Procedure

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CONTACT the APPROPRIATE REGIONAL Materials engineer’s office.

to determine the need for materials field office and/or curing facility and the equipment needed (example: flex beam tester, nuclear gauge, or compression tester).

Region North

MS. Lisette CASTILLO

Telephone: (973) 810-9156

\*\*\*\*\***OR**\*\*\*\*\*

Region Central

Mr. JOSEPH MALONEY

Telephone: (609) 963-1599

\*\*\*\*\***OR**\*\*\*\*\*

Region South

Ms. AMANDA THORN, P.E

Telephone: (856) 414-8505

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156.03.01 Materials Field Laboratory

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BDC23S-06 Dated Mar 30, 2023

THE SECOND PARAGRAPH IS CHANGED TO:

Within 15 days of RE notification, provide and maintain a materials field laboratory for the exclusive use of the Department, until no longer required by the Department, at a location approved by the ME. Do not lock out, or make the Materials Field Laboratory inaccessible to, the RE or any Department employees, consultants, or representatives at any time. Do not use buildings scheduled for demolition under the Contract as a materials field laboratory. The ME will not conduct testing until the materials field laboratory is ready for use.

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provide THE project specific items.

complete and include the following list.

**sme contact – Construction Management**

**4. Communication Equipment.**

**c. Cell Phones.** Provide \_\_\_\_ cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage and an anticipated monthly usage of 900 anytime minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:

1. Camera with 1 megapixel picture capability.

2. Battery life capable of 180 minutes of continuous use and 72 hours of standby use.

3. Equipped with a hands-free headset.

4. Base charger and car charger.

The Department will maintain possession of the cell phones at the end of the Project.

**d. Computer System.**  Provide a computer system meeting the following requirements:

\_\_\_ computer configurations each meeting the following:

1. Processor having a clock speed of \_\_\_ GHz or faster, \_\_\_ GB RAM, \_\_\_ MB Video RAM, \_\_\_ Gigabyte hard drive designated as drive C, one DVD (+/-) Writer Drive, and one CD Recordable Drive. Ensure the system is USB 2.0 compatible and has at least 2 front USB ports.

2. Wireless Ethernet Hub Switch with appropriate number of ports and cables and a print server.

3. High-speed broad band connection and service with a minimum speed of \_\_\_ Megabytes per second (mbps) with dynamic IP address for the duration of the project.

4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.

5. \_\_\_ Gigabyte or larger external drive with backup software for MS-Windows, and fifteen corresponding formatted data cartridges corresponding to the tape drive size.

6. \_\_\_ Flatbed USB version 2.0 Color Scanner with automatic document feed.

7. Uninterruptible power supply (UPS).

8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.

9. \_\_\_ computer workstations, chair, printer stand, and/or table having both appropriate surface and chair height.

10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

If more than one computer configuration is specified, provide one wireless network card for the base computer configuration and hardwire connections between computer configurations as directed by the RE.

Also provide:

\_\_\_ USB \_\_\_ GB Flash/Jump memory drives

\_\_\_ CD \_\_\_ MB (or larger) recordable CD’s compatible with the CD drive and \_\_\_ recordable DVD’s.

\_\_\_ CD/DVD Holder (each holds 50)

\_\_\_ color laser printers and supplies as follows:

1. Minimum of 192 Megabytes of expanded memory, printer cable, and legal size paper tray.

2. One set of printer ink cartridges every other month for the duration of the construction project for each printer.

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**7. Laboratory Equipment.**

**a. Primary Laboratory Room.**

4. A sink with hot and cold running water, having adequate pressure, and equipped with 2 drain boards, and a drain-disposal system (silt trap or similar) capable of handling elutriable material.

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**9. Inspection Equipment.**

1. \_\_ Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.

2. \_\_ Safety garments – orange, reflectorized, 360º high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.

3. \_\_ Sets of rain gear with reflective sheeting.

4. \_\_ Sets of hearing protection with a NRR rating of 22 dB.

5. \_\_ Sets of eye protection according to ANSI Z87.1.

6. \_\_ Lantern flashlight, 6V with monthly battery replacements.

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156.03.02 Materials Field Laboratory Maintenance

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BDC23S-06 Dated Mar 30, 2023

THE FIRST PARAGRAPH IS CHANGED TO:

Maintain the materials field laboratory including furnishings, equipment, lavatories including toiletries, and utilities until no longer required by the Department. Provide services for the utilities specified in 156.03.01.1. Provide for utility disconnection when the field office is no longer required by the ME. Provide weekly janitorial and waste disposal service, and snow removal service as needed. Provide 1 case of letter, legal, and ledger sized paper every 2 months.

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156.03.03 Curing Facility

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BDC23S-06 Dated Mar 30, 2023

THE SECOND PARAGRAPH IS CHANGED TO:

Within 15 days of RE notification, provide and maintain a curing facility for the exclusive use of the Department, until no longer required by the Department at a location approved by the ME. Do not lock out, or make the Curing Facility inaccessible to, the RE or any Department employees, consultants, or representatives at any time. Do not use buildings scheduled for demolition under the Contract as a materials field laboratory. The ME will not conduct testing until the curing facility is ready for use.

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Section 157 – Construction Layout and Monuments

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BDC23S-11 dated aug 17, 2023

THE SECTION IS renamed TO:

Section 157 – Monuments

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

157.01 Description

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BDC23S-11 dated aug 17, 2023

tHE FIRST PARAGRAPH IS CHANGED TO:

This Section describes the requirements for constructing monuments and monument boxes.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

157.03.01 Construction Layout

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BDC23S-11 dated aug 17, 2023

the entire subpart has been revised, moved, and renamed to subsection 105.11

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157.03.02 Monument

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BDC21S-18 dated NOV 08, 2021

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BDC23s-11 dated aug 17, 2023

The subpart is renumbered:

157.03.01 Monument

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THE subpart is changed to:

Comply with the Map Filing Law N.J.S.A. 46:26B-1 through 8 and N.J.A.C. 13:40-5.1 through 2. Set non-Department monuments according to the requirements of the agency. Set Department monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the RE. Reuse excess excavated material as specified in 202.03.03.C.1. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, obtain the current horizontal and vertical control datum values on the monument and submit these values, signed and sealed by the land surveyor, to the RE.

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157.03.03 Monument Box

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BDC23S-11 dated aug 17, 2023

The Subpart is renumbered:

157.03.02 Monument Box

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157.04 Measurement and Payment

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BDC23S-11 dated aug 17, 2023

the construction layout pay item and payment calculation are deleted:

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

Item Pay Unit

MONUMENT UNIT

MONUMENT BOX UNIT

The Department will make payment for tree or other vegetation protection or preservation under TREE PROTECTION as specified in [158.03.02.20](#s158030220) for work specified in the various Items of this Subsection.

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Section 158 – Soil Erosion and Sediment Control and Water Quality Control

158.03.02 SESC Measures

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**19. Oil-Only Emergency Spill Kit.**

Provide other type Emergency Spill kit, if needed

**sme contact – Environmental Solutions**

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Section 159 – Traffic Control

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provide specifications for temporary its or other requirements, if necessary.

**sme contact – traffic operations centers**

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159.02.01 Materials

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BDC22S-04 dated MAY 13, 2022

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22 902.01.01

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159.02.02 Equipment

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BDC23S-02 dated MAR 13, 2023

The following equipment is changed to:

Arrow Board 1001.01

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Include the following EQUIPMENT if the REMOTELY OPERATED PVMS OR PORTABLE TRAILER MOUNTED CCTV CAMERA ASSEMBLY are needed

**sme CONTACT – TrAFFIC OPERATIONS**

The following is added to the list of equipment references:

Portable Variable Message Sign w/Remote Communication 1001.04

Portable Trailer Mounted CCTV Camera Assembly 1001.05

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159.03.01 Traffic Control Coordinator

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BDC19S-08 dated DEC 11, 2019

the first PARAGRAPH before the list IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC’s responsibilities and duties shall include the following:

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159.03.02 Traffic Control Devices

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BDC19S-10 dated ApR 30, 2020

The First Paragrapgh is Changed To:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device’s applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

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**2. Construction Barrier Curb.**

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BDC19S-07 dated FEB 28, 2020

THE SECOND PARAGRAPH is CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

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BDC23S-02 dated MAR 13, 2023

Part 3 is changed to:

**3. Arrow Board.** Provide an arrow board as specified in 1001.01.

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BDC20S-15 dated Jan 15, 2021

part 5 is changed to:

**5. Temporary Crash Cushion.** Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department, will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor’s lack of response to a damage notification, the Contractor agrees to pay the Department a sum of $3,000 for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

Upon removal of the crash cushion, cut anchor bolts at least 3 inches below the surface of the surrounding roadway. Repair HMA pavement as specified in 401.03.03. Repair concrete pavement as specified in   
Section 452.

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BDC22S-07 dated AUG 01, 2022

Part 6 is changed to:

**6. Traffic Control Truck with Mounted Crash Cushions.** Provide the RE with a copy of the crash cushion manufacturer’s recommendations. Provide the RE a certified weigh ticket of the Traffic Control Truck with arrow board and mounted Crash Cushion. Position the traffic control truck to ensure that there is adequate stopping distance after impact and to prevent errant vehicles from traveling around the truck and endangering workers. When used in a fixed position, place manual transmission vehicles in second gear and place automatic transmission vehicles in park. Ensure that the parking brake is set and the wheels are set straight. Do not use traffic control trucks in place of other temporary impact attenuators for more than 24 hours. Relocate the traffic control truck as specified by the TCP, or as directed by the RE. Do not use the truck to carry additional equipment, materials, or debris. When using ballast, ensure that it is secured to the truck. Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.

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**9. Portable Trailer Mounted CCTV Camera Assembly (PTMCCA).**

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If THE PTMCCA IS REQUESTED BY CONSTRUCTION MANAGEMENT, revise this and OTHER REQUIREMENTS WILL NEED TO BE INCLUDED.

**SME CONTACT – MSE; traffic operations/CONSTRUCTION MANAGEMENT AS APPLICABLE**

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DESIGNERS MUST CHECK WITH MSE’S MOBILITY MANAGEMENT WORK ZONE UNIT AND TRAFFIC OPERATIONS TO CONFIRM IF REAL TIME WORK ZONE TRAFFIC SYSTEM (RTWZTS) IS REQUIRED. ONCE CONFIRMED AND IF RTWZTS IS REQUESTED BY TRAFFIC OPERATIONS, THEN REQUEST THE SPECIFICATIONS FROM MSE AND INCLUDE HEREAFTER MODIFYING THE SPECIFICATIONS TO INCLUDE THE NUMBER OF PVMSRC REQUIRED WITH LOCATIONS AND ANY OTHER ADDITIONAL REQUIREMENTS SPECIFIC TO THE PROJECT. DEVELOP AND INCLUDE A REAL TIME MESSAGE TABLE LISTING THE DESIGNATED ROUTE, LOCATION OF EXISTING/PROPOSED SIGN AND THE TRAVEL TIME MESSAGE TO BE DISPLAYED.

**SME CONTACT –MSE’S MOBILITY MANAGEMENT WORK ZONE UNIT, TRAFFIC OPERATIONS**

10. REAL TIME WORK ZONE TRAFFIC SYSTEM (RTWZTS)

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159.03.03 Removable Black Line Masking Tape

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BDC22S-06 dated JUL 13, 2022

THE entire subsection is changed to:

Apply black line masking tape over existing traffic stripes as specified in 159.03.05. Ensure that the black line masking tape completely covers existing stripes. Replace black line masking tape that becomes loose after placement within 2 hours. When black line masking tape is no longer required or directed by the RE, carefully and completely remove without using heat, solvents, grinding, sanding, or water.

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159.03.05 Temporary Pavement Marking Tape

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BDC22S-06 dated JUL 13, 2022

THE entire subsection is changed to:

Install tape according to the manufacturer’s recommendations when the weather is favorable as determined by the RE. Do not install the tape during wet conditions. Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.

Install tape on dry surfaces having a surface temperature between 50 °F and 150 °F, when the ambient temperature is at least 50 °F and rising as determined by the National Weather Service (http://www.nws.noaa.gov/). When splicing is required, install the tape using butt splices. Do not overlap the tape.

Tamp the tape for initial adhesion and then apply pressure by driving a truck slowly over the tape several times. Maintain tape by replacing loose or damaged tape within 2 hours. Remove tape when no longer required or when directed by the RE.

The surface must be dry. Do not install tape when precipitation is imminent as determined by the RE. The RE will coordinate with the Contractor to install the tape when there is no anticipated precipitation. Install the tape in continuous lengths of 20 feet or less. Any continuous length of more than 20 feet must be removed and replaced at no cost to the Department. Ensure that the removable tape is capable of being removed manually, intact or in large pieces, at temperatures above 40 ° F, without the use of solvents, burning, grinding, or blasting and without damage to the underlying surface.

If conditions do not allow for the proper adhesion of the tape, use Latex Traffic Stripes, Latex Traffic Markings Lines, and Latex Traffic Markings Symbols as specified in 159.03.06.

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159.03.08 Traffic Direction

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BDC23S-02 dated MAR 13, 2023

Part A is changed to:

**A. Flagger.** Provide a flagger that has received formal training in flagging operations and the proper use of the STOP/SLOW paddle. The flagger must be able to demonstrate the abilities indicated in the current MUTCD and, when requested, demonstrate competency to the RE. Immediately replace flaggers who fail to demonstrate competency with a competent flagger. Ensure that flaggers wear a 360 degree high-visibility retroreflective orange safety garment meeting ANSI/ISEA Class 3, Level 2 standards. Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

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BDC21S-17 dated DEC 10, 2021

Part B is changed to:

**B. Police.** Unless designated as local police at the preconstruction conference, police will be on-duty New Jersey State Police. Police are either provided by the RE as employees of the State, or by the local government as a vendor to the State. The use of police services by the RE does not relinquish or diminish the Contractor’s responsibilities for work zone safety.

Submit a request for police services to the RE 72 hours before beginning construction operations.

Activities requiring police services include:

1. Traffic direction through signalized intersections, where the integrity of the existing traffic signal system is impacted or where an override of the signal is required.

2. Temporary closure of all lanes on state highways and interstates.

Police services may be requested as an enhancement to the TCP.

This enhancement includes:

1. Temporary closure of one or more lanes on interstates.

2. Temporary closure of one or more lanes on state highways with a posted speed of 50 miles per hour or higher.

Emergency situations may prevent police from arriving at the scheduled date or time. The RE will not permit construction operations that, by law, require police services if police are unavailable. The Department will not accept claims for interruptions or delays resulting from any failure of police to arrive as requested.

The RE must notify State and local police of cancellations 24 hours in advance. At least 24 hours before the scheduled start of work, notify the RE of any work cancellation for which police services were requested.

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159.04 Measurement and Payment

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BDC23S-02 dated MAR 13, 2023

The following pay item is changed to:

Item Pay Unit

ARROW Board, \_\_\_' X \_\_\_' UNIT

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AFTER CHECKING WITH TRAFFIC OPERATIONS INCLUDE PAYMENT CRITERIA FOR PVMSRC AND PTMCCA. NOTE THAT WHEN REAL TIME WORK ZONE SYSTEM (RTWZS) IS ALSO SPECIFIED IN A PROJECT INCLUDE SEPARATE SPECIFIC PAYMENT CRITERIA BASED ON PERFORMANCE OF RTWZS.

**SME CONTACT – TRAFFIC OPERATIONS & Mobility and Systems Engineering (MSE)**

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BDC20S-01 dated Mar 13, 2020

THE FOLLOWING IS ADDED after the second paragraph:

The Department will measure TRAFFIC STRIPES, LATEX and TRAFFIC MARKINGS LINES, LATEX by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

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Section 160 – Price Adjustments

THE entire Section 160 is changed to:

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BDC22S-09 dated Jan 17, 2023

160.01 Description

This Section describes the requirements for price adjustments for fuel and asphalt usage.

160.02 Materials

(Intentionally Blank)

160.03 Procedure

160.03.01 Fuel Price Adjustment

The Department will make price adjustments for fuel usage for Items listed in Table 160.03.01-1. Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting within period one and continuing past midnight of the fourteenth day into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing past midnight of the last day of the month into the first day of the next month will be included in period two.

The Department will calculate fuel price adjustments based on the pay quantities of listed Items using the fuel usage factors listed in Table 160.03.01-1.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the Estimates and the as-built quantity cannot be readily distributed among the time periods that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item’s Estimate quantity is to the total of the Item’s time period estimates.

| Table 160.03.01-1 Fuel Price Adjustments | |
| --- | --- |
| Items | Fuel Usage Factor |
| EXCAVATION, UNCLASSIFIED | 0.50 Gallons per Cubic Yard |
| EXCAVATION, REGULATED MATERIAL | 0.50 Gallons per Cubic Yard |
| EXCAVATION, ACID PRODUCING SOIL | 0.50 Gallons per Cubic Yard |
| REMOVAL OF PAVEMENT | 0.25 Gallons per Square Yard |
| MICRO-MILLING | 0.25 Gallons per Square Yard |
| HMA MILLING, 3" OR LESS | 0.25 Gallons per Square Yard |
| HMA MILLING, MORE THAN 3" TO 6" | 0.25 Gallons per Square Yard |
| CONCRETE MILLING | 0.25 Gallons per Square Yard |
| HMA PROFILE MILLING | 0.25 Gallons per Square Yard |
| BREAKING PAVEMENT | 0.25 Gallons per Square Yard |
| RUBBLIZATION | 0.25 Gallons per Square Yard |
| SUBBASE | 1.00 Gallon per Cubic Yard |
| I-\_\_\_ SOIL AGGREGATE | 1.00 Gallon per Cubic Yard |
| SOIL AGGREGATE BASE COURSE, \_\_\_ " THICK | 1.00 Gallon per Cubic Yard |
| SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS | 1.00 Gallon per Cubic Yard |
| DENSE-GRADED AGGREGATE BASE COURSE, \_\_\_ " THICK | 1.00 Gallon per Cubic Yard |
| DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS | 1.00 Gallon per Cubic Yard |
| CONCRETE BASE COURSE, \_\_\_ " THICK | 0.25 Gallons per Square Yard |
| CONCRETE BASE COURSE, REINFORCED \_\_\_ " THICK | 0.25 Gallons per Square Yard |
| ASPHALT-STABILIZED DRAINAGE COURSE | 2.50 Gallons per Ton |
| OPEN-GRADED \_\_\_ FRICTION COURSE | 2.50 Gallons per Ton |
| HOT MIX ASPHALT \_\_\_ \_\_\_ \_\_\_ SURFACE COURSE | 2.50 Gallons per Ton |
| HOT MIX ASPHALT \_\_\_ \_\_\_ \_\_\_ INTERMEDIATE COURSE | 2.50 Gallons per Ton |
| HOT MIX ASPHALT \_\_\_ \_\_\_ \_\_\_ BASE COURSE | 2.50 Gallons per Ton |
| MODIFIED OPEN-GRADED \_\_\_ FRICTION COURSE \_\_\_ | 2.50 Gallons per Ton |
| ULTRA-THIN FRICTION COURSE | 2.50 Gallons per Ton |
| STONE MATRIX ASPHALT \_\_\_ SURFACE COURSE | 2.50 Gallons per Ton |
| HIGH PERFORMANCE THIN OVERLAY | 2.50 Gallons per Ton |
| BINDER RICH INTERMEDIATE COURSE | 2.50 Gallons per Ton |
| BRIDGE DECK WATERPROOFING SURFACE COURSE | 2.50 Gallons per Ton |
| NON-VEGETATIVE SURFACE, HOT MIX ASPHALT | 2.50 Gallons per Ton |
| COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT | 2.50 Gallons per Ton |
| CONCRETE SURFACE COURSE, \_\_\_ " THICK | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 4" THICK | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 5" THICK | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 6" THICK | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 8" THICK | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, REINFORCED, 6" THICK | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, REINFORCED, 8" THICK | 0.25 Gallons per Square Yard |
| DIAMOND GRINDING OF CONCRETE SURFACE COURSE | 0.25 Gallons per Square Yard |
| DIAMOND GRINDING EXISTING CONCRETE PAVEMENT | 0.25 Gallons per Square Yard |
| SLURRY SEAL AGGREGATE, TYPE II | 2.5 Gallons per Ton |
| SLURRY SEAL EMULSION | 0.10 Gallons per Gallon |
| CONCRETE BRIDGE APPROACH | 0.50 Gallons per Cubic Yard |
| CONCRETE CULVERT | 1.00 Gallon per Cubic Yard |
| CONCRETE FOOTING | 1.00 Gallon per Cubic Yard |
| CONCRETE WING WALL | 1.00 Gallon per Cubic Yard |
| CONCRETE PIER COLUMN PROTECTION, HPC | 1.00 Gallon per Cubic Yard |
| CONCRETE PIER COLUMNS AND CAP | 1.00 Gallon per Cubic Yard |
| CONCRETE ABUTMENT WALL | 1.00 Gallon per Cubic Yard |
| CONCRETE PIER SHAFT | 1.00 Gallon per Cubic Yard |
| CONCRETE PEDESTRIAN BRIDGE | 1.00 Gallon per Cubic Yard |
| CONCRETE BRIDGE DECK | 1.00 Gallon per Cubic Yard |
| CONCRETE BRIDGE DECK, HPC | 1.00 Gallon per Cubic Yard |
| CONCRETE BRIDGE SIDEWALK | 1.00 Gallon per Cubic Yard |
| CONCRETE BRIDGE SIDEWALK HPC | 1.00 Gallon per Cubic Yard |
| CONCRETE BRIDGE PARAPET | 1.00 Gallon per Cubic Yard |
| CONCRETE BRIDGE PARAPET HPC | 1.00 Gallon per Cubic Yard |
| 15" BY 32" CONCRETE BARRIER CURB, BRIDGE | 0.12 Gallon per Linear Foot |
| 24" BY 32" CONCRETE BARRIER CURB, BRIDGE | 0.17 Gallon per Linear Foot |
| 21" BY 34" CONCRETE BARRIER CURB, BRIDGE | 0.15 Gallon per Linear Foot |
| 24" BY 42" CONCRETE BARRIER CURB, BRIDGE | 0.21 Gallon per Linear Foo |
| CAST-IN-PLACE CONCRETE PILES, DRIVEN \_\_\_ " DIAMETER | 1.00 Gallon per Cubic Yard |
| RETAINING WALL, LOCATION NO.\_\_\_ \_\_\_ | 0.10 Gallon per Square Foot |
| CONCRETE MEDIAN BARRIER, HPC | 0.16 Gallon per Linear Foot |
| 15" BY 41" CONCRETE BARRIER CURB | 0.28 Gallon per Linear Foot |
| 24" BY 32" CONCRETE BARRIER CURB | 0.17 Gallon per Linear Foot |
| 15" BY 54" CONCRETE BARRIER CURB | 0.15 Gallon per Linear Foot |
| 38" BY 79" CONCRETE BARRIER CURB | 0.40 Gallon per Linear Foot |
| 24" BY 39" CONCRETE BARRIER CURB | 0.18 Gallon per Linear Foot |
| 18 5/8" BY 65" CONCRETE BARRIER CURB | 0.20 Gallon per Linear Foot |
| 32" BY 41" CONCRETE BARRIER CURB | 0.24 Gallon per Linear Foot |
| 24" BY 41" CONCRETE BARRIER CURB | 0.19 Gallon per Linear Foot |
| 24" BY 45" CONCRETE BARRIER CURB | 0.19 Gallon per Linear Foot |
| 15" BY 35" CONCRETE BARRIER CURB, DOWELLED | 0.09 Gallon per Linear Foot |
| 15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB | 0.28 Gallon per Linear Foot |
| 24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB | 0.15 Gallon per Linear Foot |
| 15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED | 0.24 Gallon per Linear Foot |
| 24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED | 0.15 Gallon per Linear Foot |
| 19" BY 32" CONCRET BARRIER CURB, DOWELLED | 0.10 Gallon per Linear Foot |
| 24" BY 32" CONCRETE BARRIER CURB, DOWELLED | 0.13 Gallon per Linear Foot |
| 24 1/2" BY 53" CONCRETE BARRIER CURB, DOWELLED | 0.18 Gallon per Linear Foot |
| 24 1/2" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED | 0.15 Gallon per Linear Foot |
| 24" BY 35" CONCRETE BARRIER CURB, DOWELLED | 0.13 Gallon per Linear Foot |
| GROUND MOUNTED BARRIER CURB | 0.15 Gallon per Linear Foot |
| 15" BY 51" F SHAPE CONCRETE BARRIER CURB | 0.34 Gallon per Linear Foot |
| 24 1/2" BY 51" F SHAPE CONCRETE BARRIER CURB | 0.23 Gallon per Linear Foot |
| 24 1/2" BY \_\_\_" F SHAPE CONCRETE BARRIER CURB, DOWELLED | 0.23 Gallon per Linear Foot |
| 15" BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED | 0.34 Gallon per Linear Foot |
| 15" BY \_\_\_" F SHAPE CONCRETE BARRIER CURB, DOWELLED | 0.34 Gallon per Linear Foot |
| VARIABLE WIDTH BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB | 0.34 Gallon per Linear Foot |
| 9" BY 16" CONCRETE VERTICAL CURB | 0.04 Gallon per Linear Foot |
| 9" BY 18" CONCRETE VERTICAL CURB | 0.04 Gallon per Linear Foot |
| 9" BY 20" CONCRETE VERTICAL CURB | 0.04 Gallon per Linear Foot |
| 9" BY 22" CONCRETE VERTICAL CURB | 0.05 Gallon per Linear Foot |
| 9" BY 14" CONCRETE VERTICAL CURB | 0.03 Gallon per Linear Foot |
| 9" BY 4" CONCRETE VERTICAL CURB, DOWELLED | 0.01 Gallon per Linear Foot |
| 9" BY 6" CONCRETE VERTICAL CURB, DOWELLED | 0.01 Gallon per Linear Foot |
| 9" BY 8" CONCRETE VERTICAL CURB, DOWELLED | 0.02 Gallon per Linear Foot |
| 9" BY 10" CONCRETE VERTICAL CURB, DOWELLED | 0.02 Gallon per Linear Foot |
| 12” BY 13” CONCRETE SLOPING CURB | 0.04 Gallon per Linear Foot |
| 12" BY 3" CONCRETE SLOPING CURB, DOWELLED | 0.01 Gallon per Linear Foot |
| \_\_\_" BY \_\_\_" CONCRETE SLOPING CURB, DOWELLED | 0.01 Gallon per Linear Foot |
| 9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB | 0.04 Gallon per Linear Foot |
| 9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED | 0.02 Gallon per Linear Foot |

If an item listed in Table 160.03.01-1 has a payment unit which differs from that listed in Table 160.03.01-1, the Department will apply an appropriate conversion factor to determine the number of gallons of fuel used.

The Department will calculate fuel price adjustment using the following formula:

|  |  |
| --- | --- |
| F = (MF − BF) ´ G | |
| Where: | |
| F = | Fuel Price Adjustment |
| MF = | Fuel Price Index for work performed in the time period immediately before the estimate cutoff date. |
| BF = | Basic Fuel Price Index |
| G = | Gallons of Fuel for Price Adjustment |

The Department will post the Fuel Price Index every month on the Department’s website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Fuel Price Index is the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of that month will govern for the Basic Fuel Price Index. If the Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

160.03.02 Asphalt Price Adjustment

The Department will make price adjustments for asphalt binder usage. The Department will calculate asphalt price adjustments based on the quantities of Items containing asphalt binder constructed.

Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting on the fourteenth day of the month and continuing past midnight into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing through midnight of the last day of the month into the first day of the next month will be included in period two.

The Asphalt Price Adjustment will be separated between asphalt binder grades PG 64S-22 and PG 64E-22. The price used for both the Basic and Monthly Price Indexes will be determined based on the performance grade of asphalt binder in the approved mix design for the asphalt mixture.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

The Department will calculate the asphalt price adjustment by the following formula:

|  |  |
| --- | --- |
| A = (MA − BA) ´ T | |
| Where: | |
| A = | Asphalt Price Adjustment |
| MA = | Asphalt Price Index for work performed in the time period immediately before the estimate cutoff date. |
| BA = | Basic Asphalt Price Index |
| T = | Tons of New Asphalt Binder1 |
| 1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used. | |

For Tack Coat, Prime Coat, MICRO SURFACING EMULSION, SLURRY SEAL EMULSION, and FOG SEAL SURFACE TREATMENT, the Department will calculate the weight of asphalt as follows:

|  |  |
| --- | --- |
| T= G ´ C ´ 0.00428 | |
| C = | Petroleum content of the product |
|  | Use 100% for Tack Coat 64-22 and Tack Coat 64E-22 |
|  | Use 60% for Polymer Modified Tack Coat, and all other emulsified asphalts |
| G = | Gallons furnished |
|  |  |
| The constant 0.00428 is derived from the conversion factor of tons per gallon using 8.345 lbs/gallon for water and a factor of 1.025 for the specific gravity of asphalt binder. | |
| The Department will not calculate an asphalt price adjustment for FOG SEAL STRIP. | |

The monthly asphalt price index, as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department. The Department will post the asphalt price index every month on the Department’s website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Asphalt Price Index will be the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of the month will govern for the Basic Asphalt Price Index.

The Monthly Asphalt Price Index will be that for the month that the work is constructed in. If work is constructed over the course of two or more months for a particular pay estimate, then multiple Monthly Indexes will be used corresponding to the date that the work was performed.

If the Asphalt Price Index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the RE.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

BDC23S-01 dated Mar 14, 2023

complete and include THE FOLLOWING when a Contract contains 1,000,000 pounds (or 500,000 pounds for contracts with a 3 year or greater duration from AWARD to completion) oF a combination of the below Items except that BEAM GUIDE RAIL, RUB RAIL, OVERHEAD SIGN STrUCTURE and CANTILeVER SIGN STrUcTURE will always be included without meeting the pound requirement.

**sme contact – Construction Management**

The following is added:

160.03.03 Steel Price Adjustment

The Department will make a steel price adjustment for Items listed in table 160.03.03-1 using the price index indicated for the Item. This adjustment is based solely on the mill provided steel.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

complete and REMOVE ITEMS THAT DO NOT QUALIFY

| Table 160.03.03-1 Steel Price Adjustment Items | |
| --- | --- |
| Item | Price Index (BS & MS) |
| STRUCTURAL STEEL | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Hot Rolled Steel Bars, Plates, and Structural Shapes WPU 101704 |
| REINFORCEMENT STEEL | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| REINFORCEMENT STEEL,  EPOXY-COATED | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| REINFORCEMENT STEEL, GALVANIZED | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| REINFORCEMENT STEEL, STAINLESS | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| CAST-IN-PLACE CONCRETE PILE FURNISHED | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Hot Rolled Steel Bars, Plates and Structural Shapes WPU 101704 |
| STEEL H-PILE, FURNISHED | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Hot Rolled Steel Bars, Plates and Structural Shapes WPU 101704 |
| BEAM GUIDE RAIL | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| RUB RAIL | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| OVERHEAD SIGN STRUCTURE NO. \_\_\_ | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| BUTTERFLY SIGN SUPPORT, DMS STRUCTURE NO. \_\_\_ | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| CANTILEVER SIGN STRUCTURE NO. \_\_\_ | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |
| CANTILEVER SIGN SUPPORT, DMS STRUCTURE NO. \_\_\_ | US Dept. of Labor, Bureau of Labor Statistics - Producer Price Index for Semifinished Steel Mill Products WPU 101702 |

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

A steel price adjustment will only be made for price increases when , and a price adjustment will only be made for price decreases when

When the Monthly Steel Price Index is greater than the Benchmark Steel Price Index, the Department will calculate STEEL PRICE ADJUSTMENT using the following formula:

When the Monthly Steel Price Index is less than the Benchmark Steel Price Index, the Department will calculate STEEL PRICE ADJUSTMENT using the following formula:

|  |  |
| --- | --- |
| Where: | |
| S = | Steel Price Adjustment (Dollars). |
| BS = | Benchmark Steel Price Index – the steel preliminary price index for the month before the project is bid. |
| MS = | Monthly Steel Price Index – the steel price index for the month steel is shipped from the mill. |
| CB = | Cost Basis ($/lb). |
| W = | Weight of Steel (lb). |

The Department will post the BS, MS and CB value every month at

<https://www.state.nj.us/transportation/business/aashtoware/SteelPriceIndex.shtm>.

With each delivery of steel, submit to the RE documentation from the fabricator or supplier, which details the following information:

1. Weight of the steel shipped from the mill to the fabricator or supplier

2. Name of the mill, fabricator or supplier or both.

3. Identifying transmittal or invoice number for each shipment.

4. Date of the shipment

5. Item description and Item number(s) for which the steel is associated.

If the documented steel weight is for more than one Item, provide the RE with the weight attributed to each Item.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

CONTACT THE FIELD MANAGER TO DETERMINE IF THE FOLLOWING IS TO BE ADDED. THIS SHOULD ONLY BE ADDED FOR PROJECTS with more than 5 million lbs OF steel.

**sme contact – project manager**

On a monthly basis, provide the RE with a certified tabulation listing all the eligible steel shipments for the prior month. The tabulation must list the above items correlating to the identifying marks noted on the mill delivery reports.

On a monthly basis, complete form DC-160(S) Steel Price Adjustment.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

Provide the documentation to the RE within 60 days of the date of the shipment. The Department will not make a price adjustment for steel shipped before the bid date.

The Department will make a price adjustment for the Items “STRUCTURAL STEEL” based on the weights listed in Table 160.03.03-2. If the steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item listed in Table 160.03.03-2 to the sum total of weight shipped for that Item. If the weight of steel estimated for a structure in Table 160.03.03-2 differs from the actual weight by more than 10 percent, the Department will make a price adjustment based on the actual weight.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

complete and include THE FOLLOWING

**sme contact – project manager**

|  |  |  |
| --- | --- | --- |
| Table 160.03.03-2 Structural Steel Price Adjustment Items | | |
| Structure | Item No. | Weight (Lb) |
|  |  |  |
|  |  |  |

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

The Department will make a price adjustment for the Items OVERHEAD SIGN STRUCTURE and CANTILEVER SIGN STRUCTURE based on the weights listed in Table 160.03.03-3. If the steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item listed in Table 160.03.03-3 to the sum total of weight shipped for that Item. If the weight of steel estimated for a structure in Table 160.03.03-3 differs from the actual weight by more than 10percent, the Department will make a price adjustment based on the actual weight.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

complete and include THE FOLLOWING

**sme contact – project manager**

|  |  |  |
| --- | --- | --- |
| Table 160.03.03-3 Overhead Sign Structure and Cantilever Sign Structure Price Adjustment Items | | |
| Overhead and Cantilever Sign Structure Number | Item No. | Weight (Lb) |
|  |  |  |
|  |  |  |

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

The Department will only make a price adjustment for reinforcement steel for steel provided in association with the reinforcement steel items. The Department will make a price adjustment for reinforcement steel based on the weight of reinforcement steel indicated in the Proposal for an Item as adjusted by Change Orders. If the reinforcement steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item to the sum total of weight shipped for that Item.

The Department will make a price adjustment for piles based on the weight of steel furnished for pipe piles and for H-piles based on the RE’s order list. The weight of steel furnished for piles will not include the weight for ancillary materials such as pile shoes and splice collars.

The Department will make a price adjustment for BEAM GUIDE RAIL (including posts) and RUB-RAIL based on the weight of steel furnished. The weight does not include coating. The weight does not include associated hardware and the weight of end treatments.

If the preliminary Monthly Steel Price Index increases 100percent or more over the Benchmark Steel Price Index, do not order more steel without written approval from the RE. The RE will determine if work will continue based on the Steel Price Index increase.

There will be no increase to STEEL PRICE ADJUSTMENT if the work is behind schedule by fault of the Contractor and the steel was not purchased prior to the delay.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

160.04 Measurement and Payment

The Subsection is changed to:

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

Item Pay Unit

FUEL PRICE ADJUSTMENT dollar

ASPHALT PRICE ADJUSTMENT dollar

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

BDC23S-01 dated MAR 14, 2023

The following is added:

Item Pay Unit

STEEL PRICE ADJUSTMENT dollar

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

The Items Fuel Price Adjustement and Asphalt Price Adjustment must be included in the Proposal to qualify for payment.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

Division 200 – Earthwork

Section 201 – Clearing Site

201.03.01 Clearing Site

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

If JCP&L related utility work is to be performed, add the following:

Remove trees and branches within 15 feet of the end of JCP&L pole cross arms. If the resulting tree is rendered hazardous, then remove the entire tree according to Section 802.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

BDC22S-05 dated MaY 27, 2022

Part A is changed to:

**A. Preparation.** Construct SESC measures, as specified in 158.03.02, before clearing site.

The first paragraph in Part B is changed to:

**B. Clearing and Grubbing.** Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

201.03.02 Clearing Site, Bridge and Clearing Site, Structure

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

BDC22S-05 dated MaY 27, 2022

The first paragraph is changed to:

Submit a demolition plan detailing the work area, methods, and equipment to be used to the RE for approval 30 days before demolition operations. Clear site within work area as specified in 201.03.01. Remove the substructures of existing structures to at least 3 feet below the natural stream bottom, and remove those parts outside of the stream to at least 2 feet below natural ground surface. Where such portions of existing structures lie wholly or in part within the limits of a new structure, remove them to accommodate the construction of the proposed structure. Only the following equipment is permitted for the work:

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

include THE FOLLOWING FOR DECK AND/OR BEAM ENCASEMENT REMOVAL WHEn THE REMAINDER OF EXISTING SUPERSTRUCTURE IS TO REMAIN.

**sme contact – Structural Design**

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 903.08 before deck placement.

**2. Steel Stringers, Floorbeams, Cross Frames, and Diaphragms.**

a. Repair procedures to tensile components in conformance with ASTM A6/A6M 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 5 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 554.03.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

INCLUDE THE FOLLOWING IF grounding for ELECTRIFIED RAIL LINES is required to be done by the Railroad

**1. Grounding for Electrified Railroad.** Submit a list of required grounding materials to the RE for approval 21 days before construction operation. In the list, include the material description, manufacturer, and catalog number. After obtaining the RE’s approval, submit the list to the railroad for review and approval. Do not order the materials prior to obtaining the railroad’s approval. Furnish and deliver the grounding materials to the railroad. Obtain a receipt for the materials from the railroad and provide a copy to the RE.

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

ENTER THE QUANTITIES BELOW AND ANY REVISIONS TO THE MATERIALS LISTED AFTER CONSULTATION WITH THE RAILROAD.

**SME CONTACT – STRUCTURAL DESIGN AND project manager**

| List of Materials | |
| --- | --- |
| Description | Quantity Required |
| U-bolt, 7/8 inch diameter by 4 inch, BS fastener | -------- |
| Strap, clevis, 1 1/4 by 2 inches stock, 12 inch connecting length, 1 inch diameter hole, 5/8 inch diameter bolt, ultimate strength 25 psi, Brewer Tilchener Corp.-3074 C | -------- |
| Dead end eye bolt, compression type steel, use DIE 6010SH, compression tool,  60A ALCOA 9190-332 | -------- |
| Jumper cable, compression type aluminum, use DIE 6020AH, compression tool  60A ALCOA 5120-781 | -------- |
| Terminal - Bundy AK2C39B1 to 336400 Cable (1) | -------- |
| Ground terminal - Bundy AK2C39B1 to 336400 Cable (2) | -------- |
| Terminal - solid barrier to 0.17 square inch cable Bundy KC28B1 | -------- |
| Compound, aluminum to copper connection (ALNOX) CANS | -------- |
| Termination, dead end strand clamp, ALCO 336 4 KCM | -------- |
| Clip, bronze, complete type BC, Ohio brass | -------- |
| Thimble-Bronx 336 4 KCM | -------- |
| U-bolt, 1 1/4 inch diameter by 1 1/2 inch loop 336 4 KCM 11, 30/7 STR ACSR, ANACONDA insulated aluminum cable having a diameter of 0.17 square inches, ANACONDA | -------- |

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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201.03.03 Clearing Site, Tank Removal

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Complete and include following information, when tank(s) removal are required

**sme contact – Environmental Solutions**

Remove following:

|  |  |  |  |
| --- | --- | --- | --- |
| Parcel No. | Tank Size | Contents | Tank Registration No. |
|  |  |  |  |

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

201.03.08 Removal of Asbestos

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include location and other requirements for the removal of Asbestos

**sme CONTACT – Capital PROGRAM Systems Management**

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201.04 Measurement and Payment

THE FOLLOWING IS ADDED:

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complete and include amount using Engineer’s estimate

**sme CONTACT – Construction Management**

The Department will not make payment for the Item CLEARING SITE in excess of $\_\_\_\_\_\_\_\_\_\_\_\_\_ until Completion.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

INCLUDE PARTIAL PAYMENTS, IF REQUIRED for REMOVAL OF THE BRIDGE OR STRUCTURE SCHEDULED IN STAGES.

THE FOLLOWING EXAMPLE REPRESENTS A BRIDGE SCHEDULED TO BE REMOVED IN 3 STAGES. THE SEQUENCE OF CONSTRUCTION REQUIRED REMOVAL OF 20 PERCENT OF THE BRIDGE IN STAGE I, 40 PERCENT IN STAGE II, AND 40 PERCENT IN STAGE III. THE ENGINEER’S ESTIMATE FOR THE ITEM AMOUNT WAS $4,000,000. THE PAYMENT SCHEDULE FOR “CLEARING SITE, BRIDGE (STRUCTURE NO.)” WILL BE AS FOLLOWS:

* for the item “clearing site bridge (structure no.)”, The department will not make IN EXCESS OF $4,000,000 UNTIL SUBSTANTIAL COMPLETION.
* the department will make payment of 20 PERCENT OF THE PRICE BID (OR $800,000, WHICHEVER IS LESS) UPON ACCEPTANCE OF STAGE I DEMOLITION.
* the department will make payment of 40 PERCENT OF THE PRICE BID (OR $1,600,000, WHICHEVER IS LESS) UPON ACCEPTANCE OF STAGE II DEMOLITION.
* the department will make payment of 40 PERCENT OF THE PRICE BID (OR $1,600,000, WHICHEVER IS LESS) UPON ACCEPTANCE OF STAGE III DEMOLITION.

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complete and include THE VALUE

**sme CONTACT – Construction Management**

The Department will not make payment for the Item CLEARING SITE, BRIDGE (\_\_\_) in excess of $\_\_\_\_\_\_\_\_\_\_\_\_\_ until Substantial Completion.

The Department will not make payment for the Item CLEARING SITE, STRUCTURE (\_\_\_) in excess of $\_\_\_\_\_\_\_\_\_\_\_\_\_ until Substantial Completion.

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Section 202 – Excavation

202.03.01 Stripping

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BDC20S-02 dated MAR 20, 2020

THE SECOND PARAGRAPH is CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

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Division 400 – Pavements

Section 401 – Hot Mix Asphalt (HMA) Courses

401.02.01 Materials

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BDC22S-04 dated MAY 13, 2022

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22, PG 64S-22 902.01.01

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401.03.01 Milling

**A. HMA Milling.**

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complete and include TIME INTERVAL FOR RESURFACING THE MILLED PAVEMENT BASED ON THE project STAGING. MAXIMUM TIME INTERVAL MAY VARY BUT SHALL NOT EXCEED 72 HOURS.

**SME CONTACT – TRAFFIC OPERATIONS AND REGIONAL CONSTRUCTION Engineer**

|  |  |
| --- | --- |
| Stage | Max. Time Interval Allowed |
|  |  |

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**C. Micro-Milling and Profile Milling.**

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BDC21S-19 dated Jan 20, 2021

THE following is added at the end:

The Department will provide the time interval for resurfacing the micro-milled areas in the Special Provisions. Extensions to the time interval may be approved by the RE. The RE is responsible for performing a daily inspection of the micro-milled surface to ensure continued compliance with ASTM E 965. The Contractor is responsible for any incidental costs incurred as a result of time interval extension.

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complete and include TIME INTERVAL FOR RESURFACING THE MILLED PAVEMENT BASED ON THE project STAGING:

for projects with a posted speed limit of 40 mph or less MAXIMUM TIME INTERVAL MAY VARY BUT SHALL NOT EXCEED 72 HOURS.

For projects with a posted speed limit of 45 miles per hour or greater the time interval is to be 0 HOURS.

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The RE may increase the allowable time interval to a maximum of 72 hours based on field conditions and provided that the condition does not deteriorate the pavement or impact the safety of the traveling public.

**SME CONTACT –REGIONAL CONSTRUCTION Engineer**

|  |  |
| --- | --- |
| Stage | Max. Time Interval Allowed |
|  |  |

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401.03.03 HMA Pavement Repair

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BDC22S-03 dated Jun 22, 2022

The title and entire subsection is changed to:

401.03.03 HMA Repair

**A. HMA Pavement Repair.** Arrange a project site meeting with the RE to establish the limits of HMA pavement repair. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

If potholes are discovered, notify the RE immediately. The RE may immediately direct repairs of small areas. The RE may require further evaluation of a large area to determine the need for additional milling and paving.

Perform HMA repairs as a separate operation before milling, paving, and other surface treatments. The Contractor may request approval of the RE to perform the repair work as one operation with the paving or surface treatment.

HMA repairs may be performed on full depth HMA pavement or on composite pavement (HMA over concrete pavement). For full depth HMA pavement, sawcut existing HMA pavement to a depth of 8 inches. For composite pavement, sawcut existing HMA to a depth of 8 inches or up to the top of concrete, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material within the boundary of the sawcuts to form rectangular openings with vertical sides to a depth of 8 inches for HMA pavement, or to the top of concrete for composite pavement. A milling machine may be used to remove damaged pavement to form the repair areas if approved by the RE.

After the existing damaged HMA and loose material has been removed, the RE will examine underlying material to determine its condition.

If the base of the repair area is unbound material, then shape and compact the unbound material to produce a firm and level base.

If water exists in the area, remove the underlying material to the depth as directed by the RE. Place geotextile, then place and compact coarse aggregate to required grade to provide for a minimum 8 inch thick HMA pavement repair. Compact coarse aggregate as specified in 203.03.02.B.3.

If the base of the repair is HMA or concrete pavement, then ensure that the remaining pavement is cleaned and dry prior to applying tack coat.

Apply tack coat at an application rate of 0.15 gallons per square yard to the vertical surfaces and base of the opening. Spread and grade HMA surface course mix in the opening as specified for the roadway surface or a HMA surface course mix approved by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.07.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with, or 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

**B. HMA Longitudinal Joint Repair.** Arrange a project site meeting with the RE to establish the limits of HMA longitudinal repair areas. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

Mill 2 feet wide, unless directed otherwise by the RE, centered over the HMA longitudinal joint, rumble strip, longitudinal distress areas or any combination of the three, as shown on the Plans and as directed by the RE. Mill to a minimum 2 inches in depth, or as required to remove the damaged pavement. For distress areas wider than 4 feet, the RE may direct the use of HMA pavement repair as specified in 401.03.03.A.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the repair area before proceeding with the repair.

Apply polymerized joint adhesive to the vertical surfaces of the repair area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to the bottom surface of the repair area. Obtain RE approval of the repair area before proceeding with the repair. Spread and grade Hot Mix Asphalt 9.5M64 Surface Course in the repair area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 ºF. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

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401.03.07 HMA Courses

**A. Paving Plan.**

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BDC20S-09 dated Jul 6, 2020

part (4) is changed to:

4. Lighting plan for night operations as specified in 108.06.

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**D. Transportation and Delivery of HMA.**

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BDC20S-09 dated Jul 6, 2020

THE second SENTENCE OF THE first PARAGRAPH IS CHANGED TO:

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.

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**E. Spreading and Grading.**

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use 100% of the surface course joint length to estimate the quantity of Polymerized joint adhesive

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**G. Opening to Traffic.**

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BDC20S-08 dated Jun 12, 2020

THE FOLLOWING IS ADDED after the last paragraph:

Ensure that RPMs are installed and rumble strips are constructed within 14 days of opening each day’s surface paving to traffic.

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**J. Ride Quality Requirements.**

**4. Quality Acceptance.**

**a. Pay Adjustment.**

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send email to sme to request the exclusions in table 401.03.07-7A for roadways within the project and include the following

**sme CONTACT** –[Pavement](mailto:RQSpecSupport@dot.state.nj.us) & drainage Management & Technology unit

THE FOLLOWING IS ADDED:

|  |  |  |
| --- | --- | --- |
| Table 401.03.07-7A Exclusions for Resurfacing or Reconstruction | | |
| Roadway | Lane Number | Exclusions |
|  |  |  |

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

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send email to sme to request MINIMUM VALUE OF P in table 401.03.07-7B for HMA SURFACE COURSE ITEMS within the project and include the following table

**sme CONTACT** – [Pavement](mailto:RQSpecSupport@dot.state.nj.us) & drainage Management & Technology unit

Following Table is added

|  |  |
| --- | --- |
| Table 401.03.07-7B Minimum Value of P | |
| Surface Course Mix | P |
|  |  |

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401.04 Measurement and Payment

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BDC22S-03 dated Jun 22, 2022

THE FOLLOWING IS ADDED:

Item Pay Unit

HMA LONGITUDINAL JOINT REPAIR Square yard

The Department will measure HMA LONGITUDINAL JOINT REPAIR before overlay by the square yard of the area.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

Section 405 – Concrete Surface Course

405.03.02 Concrete Surface Course

**A. Concreting Plan.**

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BDC20S-09 dated Jul 6, 2020

part (4) is changed to:

4. Lighting plan for night operations as specified in 108.06.

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**J. Ride Quality Requirements.**

**4. Quality Acceptance.**

**a. Pay Adjustment.**

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send email to sme to request the exclusions in table 405.03.02-1A for roadways within the project and include the following

**sme CONTACT** – [Pavement](mailto:RQSpecSupport@dot.state.nj.us) & drainage Management & Technology unit

THE FOLLOWING IS ADDED:

|  |  |  |
| --- | --- | --- |
| Table 405.03.02-1A Exclusions for Concrete Surface Course | | |
| Roadway | Lane Number | Exclusions |
|  |  |  |

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

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Section 407 - Binder Rich Intermediate Course

407.03 Construction

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BDC23S-03 dated Jul 20, 2023

407.03.01 BRIC

**C. Test Strip.**

Part C is changed to:

Construct a test strip as specified in 401.03.07.C except for the allowance to continue paving, at least 14 days prior to production of BRIC. Ensure that the test strip is at least 100 tons. The RE will reject the test strip if compaction causes asphalt bleeding in the surface. Submit test strip results to the RE. The RE will analyze the test strip results in conjunction with the ME’s results from the HMA plant to approve the test strip. Do not proceed with production paving until receiving written permission from the RE. The Contractor may need to construct multiple test strips in order to produce material that meets both the plant production requirements and the field density requirements as directed by the RE.

**E. Spreading and Grading.**

Part E is changed to:

Do not start paving of the BRIC until the RE has approved the underlying surface. Apply tack coat as specified in 401.03.05. Place BRIC at the laydown temperature recommended by the supplier of the asphalt binder or the supplier of the asphalt modifier without exceeding 330 ºF maximum discharge temperature at the HMA plant. Spread and grade BRIC as specified in 401.03.07.E, and according to the approved paving plan and test strip.

**F. Compacting.**

Part F is changed to:

Compact as specified in 401.03.07.F, and according to the approved paving plan and test strip; do not over compact. Operate rollers in static mode if vibratory compaction causes aggregate breakdown, forces liquid asphalt to the surface or creates a surface with undesirable ride quality. Apply fine aggregate as specified in 901.07.02 using a Mechanical Fine Aggregate Spreader as specified in 1012.02 at a rate of 0.5 to 1.0 pounds per square yard uniformly over the entire affected surface before opening to traffic if excessive asphalt bleeding occurs in the surface.

**G. Opening to Traffic.**

Part G is changed to:

Remove loose material from the traveled way, shoulder, and auxiliary lanes before opening to traffic. Do not allow traffic or construction equipment on the BRIC until the surface temperature is less than 120 °F. The RE may reject areas where fine aggregate has been applied that is not sufficiently covered or has excess fine aggregate material and rendered unsatisfactory. Visual inspection by the RE is considered sufficient grounds for such rejection. Do not open to traffic unless approved by the RE. The RE may request a speed limit reduction prior to opening to traffic. Ensure that traffic is not allowed on the BRIC for more than 3 days.

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Division 420 – Pavement Preservation Treatments

Section 421 – Micro Surfacing and Slurry Seal

421.03.03 Micro Surfacing Aggregate and Micro Surfacing Emulsion

**A. Micro Surfacing Plan.**

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BDC20S-09 dated Jul 6, 2020

part (4) is changed to:

4. Lighting plan for night operations as specified in 108.06 for milling and paving.

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**J. Ride Quality Requirements.**

**4. Quality Acceptance.**

**a. Pay Adjustment.**

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send email to sme to request the exclusions in table 421.03.03-2A for roadways within the project and include the following

**sme CONTACT** – [Pavement](mailto:RQSpecSupport@dot.state.nj.us) & drainage Management & Technology unit

THE FOLLOWING IS ADDED:

|  |  |  |
| --- | --- | --- |
| Table 421.03.03-2A Exclusions for Micro Surfacing or Slurry Seal | | |
| Roadway | Lane Number | Exclusions |
|  |  |  |

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

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Section 422 – Fog Seal

422.01 Description

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BDC22S-21 dated Mar 24, 2023

The first paragraph is changed to:

This section describes the requirements for furnishing and applying a fog seal surface treatment with a fine aggregate cover. This section also describes the requirements for applying a fog seal strip over HMA longitudinal cold joints.

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422.02.01 Materials

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BDC22S-21 dated Mar 24, 2023

The first paragraph is changed to:

Provide materials as specified:

Fine Aggregate for Fog Seal 901.07.02

**1** **Asphalt Emulsion.** For fog seal surface treatment and fog seal of HMA longitudinal cold joint provide emulsified asphalt of grades RS-1 or RS-2 in accordance with AASHTO M 140; or provide cationic emulsified asphalt of grades CRS-1 or CRS-2 in accordance with AASHTO M 208; and ensure all emulsified asphalts are provided as specified in 902.01.02.

**2 Polymerized Maltene Emulsion.** As an alternative for asphalt emulsion specified above for fog seal strip of HMA longitudinal cold joints provide a polymerized maltene emulsion.

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422.03.01 Fog Seal Surface Treatment

**A. Fog Sealing Plan.**

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BDC20S-09 dated Jul 6, 2020

part (5) is changed to:

5. Lighting plan for night operations as specified in 108.06 for paving.

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**D. Surface Preparation.**

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BDC22S-21 dated Mar 24, 2023

The first paragraph in Part D is changed to:

Ensure all repairs are completed prior to beginning fog seal installation. Clean the surface of existing pavement to remove all dust debris, oil and any other materials that may prevent bonding of the fog seal. Ensure that the surface is clean and dry. Remove traffic stripes and traffic markings as specified in 610.03.08.

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422.03.02 Fog Seal Strip

**E. Fog Sealing Application**

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BDC22S-21 dated Mar 24, 2023

The second paragraph in Part E is changed to:

Apply fog seal in a 2 feet wide strip centered over the HMA longitudinal cold joint, ensuring complete coverage of the HMA longitudinal cold joint. Ensure that the fog seal material completely covers the pavement surface and is not streaked or ribboned. Ensure that the distribution is even with no uncoated areas or puddles of excess emulsion. Correct uncoated or lightly coated areas by applying additional fog seal emulsion. Blot areas showing an excess of fog seal with sand approved by the RE. Remove excess sand and emulsion material. In areas inaccessible to distributor spray bars, use hand spraying equipment.

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Division 450 – Concrete Pavement Rehabilitation

Section 454 – Diamond Grinding Existing Concrete Pavement

454.03.02 Ride Quality Requirements

**4. Quality Acceptance**. The Department will determine acceptance and provide PA based on the following:

**a. Pay Adjustment.**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

send email to sme to request the exclusions in table 454.03.02-1A for roadways within the project and include the following

**sme CONTACT** – [Pavement](mailto:RQSpecSupport@dot.state.nj.us) & drainage Management & Technology unit

THE FOLLOWING IS ADDED:

|  |  |  |
| --- | --- | --- |
| Table 454.03.2-1A Exclusions for Diamond Grinding | | |
| Roadway | Lane Number | Exclusions |
|  |  |  |

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

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Division 500 – Bridges and Structures

Section 502 – Load Bearing Piles

502.03.03 Driving Piles

**C. Test Piles.**

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**1. Static Pile Load Test.**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

complete and include static test load to be applied

**sme contact – geotechnical engineering**

Apply a total of \_\_\_\_\_ tons of static test load to the piles.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**2. Dynamic Pile Load Tests.**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

Specify if restrike is required

**sme contact – geotechnical engineering**

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Section 504 – Structural Concrete

504.01 Description

the following is added:

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BDC20S-10 dated Sep 11, 2020

This Section also describes the requirements for the application of color stain and primer to concrete structures and staining other areas as described herein and as shown on the plans.

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504.02 Materials

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BDC20S-10 dated Sep 11, 2020

THE FOLLOWING MATERIAL IS ADDED TO THE LIST

Concrete Stain 912.01.04

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

504.03.02 Concrete

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**G. Removal of Forms and Falsework.**

Complete and include the following if concrete strength required for the removal of forms and falsework

**sme contact – Structural Design**

Do not remove forms and falsework until the concrete obtains a compressive strength of \_\_\_\_ pounds per square inch.

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BDC20S-10 dated Sep 11, 2020

THE FOLLOWING SUBpart IS ADDED:

504.03.04 Concrete Staining

Prior to staining, examine the surfaces to be stained. Bring areas requiring patching or repair to the attention of the RE.

**A. Submittals.** Submit product information and manufacturer color chip sample for approval by the Office of Landscape Architecture.

**B. Cleaning.** After the concrete areas and any patching has cured for at least 28 days, power wash all surfaces for initial preparation at a minimum pressure of 2,500 psi using a 25 degree tip and a standoff distance of 2 feet. Verify that all foreign materials, such as dirt, dust and form oil, have been removed and surfaces are clean prior to application of primer and stain. If contaminants are still present after initial preparation, vary power washing parameters or use other suitable methods to clean surfaces.

**C. Test Staining.** Complete a test staining program for porosity, adhesion, and color acceptance before staining operations on approved textural mock-ups or in place according to contract plans. Test area(s) to include both smooth and textured concrete sections. Prepare test area for initial surface preparation as described in 504.03.04.B for inspection by the RE. If the staining mock-ups are approved, they may be included as part of the final construction.

After concrete has cured, test for porosity prior to testing for adhesion or color acceptance, on both the smooth concrete section and the textured concrete section by spraying water onto the surface to be stained. Notify the RE if the water does not absorb rapidly as per manufacturers recommendations.

If the concrete passed the porosity test, apply production stain to concrete as specified in 504.03.04.D. After the manufacturer’s recommended drying time of the stain, test for satisfactory adhesion of stain as described in   
Table 912.01.04-1.

The final stain color scheme will be approved by the Office of Landscape Architecture in the field after reviewing and approving the test stain program. Do not order final quantities of stain and primer until approved. When approved the sample area will serve as a standard of acceptance for all further work.

**D. Stain and Primer.** Apply one coat of primer and one coat of stain to smooth concrete surfaces. Apply one coat of stain, only to textured concrete surfaces.

**E. Stain Colors.** See the Special Provisions for stain colors.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

INCLUDE STAIN COLORS AS NEEDED FOR BASE, HIGHLIGHT, AND SHADOW COATS

SME CONTACT – LANDSCAPE ARCHITECTURE

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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504.04 Measurement and Payment

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BDC20S-10 dated Sep 11, 2020

The following Item is added:

Item Pay Unit

CONCRETE Staining Square Yard

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

Section 505 – Precast and Prestressed Structural Concrete

505.03.01 Pretensioned Prestressed Concrete Beam and Prestressed Concrete Beam

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

BDC21S-07 dated May 25, 2021

The first paragrapH in Part A IS CHANGED TO:

**A. Working Drawings.** Submit working drawings for certification, as specified in 105.05, that include the class of concrete, the pattern and schedule for releasing strands before detensioning, detensioning concrete strength, and tensioning and detensioning patterns.

Part C IS CHANGED TO:

**C. Erection Plan.** Submit working drawings for approval, as specified in 105.05,regarding the plan of operations to the RE at least 30 days before the pre-erection meeting. Include, at a minimum, the following in the plan:

1. Number and type of manpower and equipment.

2. Shipping procedures.

3. Lifting procedures.

4. Erecting sequence.

5. Temporary bracing.

6. Manufacturer’s recommendations.

7. Procedures for employee safety.

8. Traffic control and protection.

9. Method of post-tensioning and determining friction loss.

10. Anchorage details and design calculations, signed and sealed by a Professional Engineer.

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505.03.02 Precast Concrete Culvert

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BDC21S-07 dated May 25, 2021

Part A IS CHANGED TO:

**A. Working Drawings.** Submit working drawings for approval, as specified in 105.05,that show plan, elevation, and sections as well as details for all appurtenances such as headwalls, cutoff walls, wingwalls, and aprons. In addition, include details of the neoprene gasket between the precast concrete culvert units as well as all threaded inserts, bar extensions, waterproofing, and end anchorage details for the post-tensioning reinforcement. Provide erection details including handling points, neoprene gasket details, the method for pulling the culvert boxes together, section lengths, and the method of installing the units.

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Section 506 – Structural Steel

506.03.01 Structural Steel

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BDC21S-07 dated May 25, 2021

Part B IS CHANGED TO:

**B. Erection Plan.** At least 30 days before the pre-erection meeting, submit working drawings for approval, as specified in 105.05,regarding the plan of operations to the RE. Include, at a minimum, the following in the plan:

1. Number and type of manpower and equipment.

2. Shipping procedures.

3. Lifting procedures.

4. Beam erecting sequence, including method of setting bearings and diaphragms.

5. Temporary bracing.

6. Manufacturer’s recommendations.

7. Procedures for employee safety.

8. Traffic control and protection.

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Section 507 – Concrete Bridge Deck, Bridge Parapet, and approaches

507.02.01 Materials

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BDC21S-05 dated JAN 06, 2023

THE FOLLOWING IS ADDED:

Provide and use a penetrating type of protective sealer as directed by the RE.

Ensure the protective sealer does not contain an aqueous solvent or carrier.

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507.03.01 Joint Assemblies

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BDC21S-08 dated NOV 18, 2021

**A. Working Drawings.**

Part A is changed to:

Submit working drawings for approval, as specified in 105.05, for modular expansion joint assemblies. Submit working drawings for certification, as specified in 105.05, for strip seal expansion joint assemblies, preformed elastomeric joint assemblies, and other types of expansion joint assemblies. Finger joint assemblies are not allowed. As a minimum, indicate the following information on the working drawings:

1. Plan, elevation, and section of the joint system for all movement ratings and roadway width limitations, as well as relative dimensions and tolerances.

2. All ASTM, AASHTO, or other material designations.

3. Method of installation including sequence of installation, relative temperature settings, setting anchorage, and installation at curb lines.

4. Corrosion protection system or material.

5. Details of temporary supports for shipping and handling. Include lifting mechanisms and locations.

6. Design calculations for all structural elements. As warranted, include fatigue design calculations and strength design calculations. Indicate locations of all welded splices.

7. Design the joint system as one continuous unit without field splices. If due to shipping or construction requirements, splices are necessary indicate that the locations of the splices are to be in areas outside the main traffic lanes. Provide field splicing procedures.

8. Ensure that the removal and reinstallation of the strip seal can be accomplished from above the joint without full closure of the roadway.

9. Ensure that the expansion joint assembly seals do not protrude above the top of the joint. Use preformed neoprene strip seals that are mechanically held in place.

In addition, for modular expansion joint assemblies, incorporate the following requirements:

1. Provide the modular expansion joint assembly to accommodate all expected longitudinal movements as well as vertical and horizontal rotations. Incorporate strip seal glands with a maximum movement range of 3.15 inches per seal. Support centerbeam(s) with an independent support bar that is welded to the centerbeam. Suspend the support bars over the joint opening by sliding elastomeric bearings. Incorporate an equidistant control system that develops its maximum compressive force when the joint is at its maximum opening. Do not use bolted connections between the centerbeams and support bars unless approved by the Designer. If bolted connections are approved, lock them into position after tightening. Provide tightening procedure for Designer’s approval to ensure all bolts cannot loosen during the service life.

2. Provide continuous centerbeams without any field splice unless approved by the Designer. If a field splice is inevitable due to a manufacturing constraint, provide a fatigue resistant field splice (welded or bolted, and located away from potential wheel paths) and installation procedure. Submit welding procedure specification (WPS), welder qualification, weld procedure, and QC inspection plans for field welds for Designer’s approval. Installation is to be supervised by the Manufacturer and Contractor. If bolted connections are used, provide a bolt tightening procedure and ensure bolt loosening does not happen during service life. Provide continuous strip seals even if centerbeams are spliced.

Verify the blockout location, dimensions, and details shown on contract plans, and ensure that installation of a modular expansion joint assembly shall fit in the blockouts on site.

3. Fatigue test the modular expansion joint assembly, including the transverse centerbeams, support bars, and other structural elements and connections, according to Section 19/A19 of AASHTO LRFD Construction Specifications. Submit prequalification fatigue test report. Ensure welded (or bolted, if approved) details used in project products match those that have been fatigued tested. When a fatigue test report is not available, welded, or bolted details may be fatigue designed in accordance with Section 14 of AASHTO LRFD Bridge Design Specifications as approved by the Designer.

4. Perform prequalification tests, Open Movement and Vibration (OMV) testing and Seal Push-Out (SPO) testing as specified in [914.04.03](#s9140403) for review and approval by the Designer.

5. Provide the elastomeric springs and bearings to be removable and replaceable in the event maintenance is necessary.

Verify the blockout location, dimensions, and details shown on contract plans, and ensure that installation of a modular expansion joint assembly shall fit in the blockouts on site.

**B. Installation.**

Part 3 is changed to:

**3. Modular Expansion Joint Assemblies.** Modular expansion joint assemblies include preformed neoprene strip seals that are held in place by steel edgebeams and centerbeams, support bars to support the centerbeam and sliding elastomeric bearings. These assemblies contain no bolted connections unless approved by the Designer.

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507.03.02 Concrete Bridge Deck

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BDC21S-07 dated May 25, 2021

**A. Forms.** Construct forms as follows:

the first paragraph in Part 1 IS CHANGED TO:

**1. Stay-In-Place (SIP) Forms.** Submit working drawings for approval, as specified in 105.05, that include the following:

a. Deck reinforcement location.

b. Grade of steel.

c. Galvanizing specification.

d. Physical and section properties for all permanent steel bridge deck form sheets.

e. Locations where the forms are supported by steel flanges subject to tensile stresses.

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507.03.05 Concrete Parapet and Concrete Barrier Curb

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BDC20S-10 dated Sep 11, 2020

THE FOLLOWING part 3 is added:

**3. Concrete Staining.** Perform concrete staining as specified in 504.03.04.

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BDC21S-05 dated Jan 06, 2023

THE FOLLOWING SUBpart IS ADDED:

507.03.08 Bridge Deck and Bridge Approach Sealing

The RE will direct if and where to apply BRIDGE DECK AND BRIDGE APPROACH SEALING.

**A. Instructions.** At least 5 days prior to starting the sealing operation provide the RE with the manufacturer’s instructions for application and use. Use only 1 brand and specific type of sealer on each deck or approach slab.

**B. Surface Preparation.** Ensure the concrete is air dry for 24 hours after saw cut grooving is completed. If the concrete is subjected to rain or moisture from other project operations, extend the drying time by 24 hours from the time that the concrete has stopped being wetted. Complete all work such as surface texturing, saw cut grooving, barriers, parapets, sidewalks and safety walks prior to the cleaning the concrete surface. After the drying period has ended, clean the concrete surface by vacuum methods, to remove loose particles.

After cleaning, ensure no laitance, standing water, oil, dirt or other foreign particles are present. Do not start sealer application until the RE approves the surface preparation.

**C. Weather Limitations.** Do not apply sealer materials during wet weather conditions or when adverse weather conditions are anticipated within 12 hours of completion of sealer application. Ensure ambient and surface temperatures, during application, and until the sealed concrete is dry to the touch, is maintained at a minimum of 40ºF. Spray application is not permitted during windy conditions, if in the opinion of the RE, unsatisfactory results will be obtained.

**D. Sealer Application.** Do not alter or thin the sealer. Ensure sealer equipment is free of foreign materials. Apply the sealer by means of brushing, spraying or rolling, as recommended by the manufacturer.

Apply a minimum of 2 coats of the sealer to achieve uniform coverage. Apply the sealer to an application rate as recommended by the manufacturer and to the satisfaction of the RE. Apply second and each additional coat perpendicular to the previous coat. Do not allow the sealer to run or puddle. Ensure each coat dries for a minimum of 2 hours before the next coat is applied. Ensure the final coat dries according to the manufacturer's instructions, prior to allowing traffic on the surface.

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507.04 Measurement and Payment

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BDC21S-05 dated Jan 06, 2023

THE FOLLOWING pay item IS ADDED:

Item Pay Unit

BRIDGE DECK AND BRIDGE APPROACH SEALING SQUARE FOOT

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BDC20S-10 dated Sep 11, 2020

The following is added:

The Department will not include Concrete Staining under Concrete Parapet and Concrete Barrier Curb. The Department will make payment for Concrete Staining under Concrete Staining.

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BDC21S-05 dated Jan 06, 2023

THE FOLLOWING is ADDED:

The Department will not make payment for BRIDGE DECK AND BRIDGE APPROACH SEALING if it is determined by the RE that cracking occurred due to fault of the contractor.

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Section 510 – Timber Structures

510.03.02 Sheeting and Wales

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include the corrosion requirements for metal components, if NECESSARY

**sme contact – Structural Design**

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Section 512 – Sign Support Structures

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512.04 Measurement and Payment

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INCLUDE THE FOLLOWING WHEN SUPPORT STRUCTURES FOR DYNAMIC MESSAGE SIGN (DMS) (other than ground mounted dms) ARE PROPOSED.

The following itemS ARE added:

Item Pay Unit

Cantilever Sign Support, DMS Structure No. \_\_\_\_ Unit

Butterfly Sign Support, DMS Structure No. \_\_\_\_ Unit

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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INCLUDE THE FOLLOWING WHEN DRILLED SHAFT FOUNDATION IS proposED.

THE FOLLOWING IS ADDED:

The Department will make payment for drilled shaft foundations for sign supports under DRILLED SHAFT FOR SIGN STRUCTURE FOUNDATION as specified in 51X.04.

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include the following upon ASSIGNING an APPROPRIATE SECTION/SUBSECTION/subpart NUMBERs if DRILLED SHAFT foundations FOR SIGN SUPPORT STRUCTURES is necessary

**sme contact – Structural Design**

The following section is added:

Section 513 – Retaining Walls

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

BDC20S-10 dated Sep 11, 2020

The following Subpart is added:

513.03.03 Concrete Staining

Perform concrete staining as specified in 504.03.04.

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513.04 Measurement and Payment

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BDC20S-10 dated Sep 11, 2020

The following is added:

The Department will make payment for Concrete Staining as specified in 504.04.

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Section 514 – Temporary Structures

514.03.01 Temporary Structures

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BDC21S-07 dated May 25, 2021

Part A IS CHANGED TO:

**A. Working Drawings.** At least 30 days before beginning the work, submit working drawings for approval, as specified in 105.05.

Part B IS CHANGED TO:

**B. Erection Plan.** At least 30 days before beginning work, submit to the RE a plan for approval, as specified in 105.05, that includes the proposed equipment, detailed erection instructions and drawings of all structures, and the proposed scheme for traffic control during the erection and use.

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Division 600 – Miscellaneous Construction

Section 601 – Pipe

601.02 Materials

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BDC21S-12 dated Aug 16, 2022

The Following Material is added:

Polypropylene (PP) Pipe 909.02.02

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

601.03.01 Pipe

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BDC21S-12 dated Aug 16, 2022

**B. Excavating.**

The fifth paragraph in part b is changed to:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP) pipe. Backfill the undercut with Class C bedding.

**D. Installing Pipe**

The first paragraph in part D is changed to:

Before the installation of HDPE and polypropylene (PP) pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

The last paragraph in part D is changed to:

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE and polypropylene (PP) pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

**E. Joining Pipe.**

The last paragraph in part E is changed to:

Do not use split couplings to join field-cut HDPE and polypropylene (PP) pipe unless approved by the RE. Ensure that joints are bell and spigot type, or bell and spigot type with a gasket, according to ASTM F 477, to provide a silt-tight seal. Construct pipe connections according to the manufacturer’s recommendations for assembly of joint components, lubrications, and making of joints. Ensure that the pipe fittings are free of inclusions and visible defects. Cut the ends of the pipe squarely so as not to adversely affect joining.

**F Backfilling.**

The first paragraph in part F is changed to:

When using corrugated aluminum pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with Class C bedding. When using HDPE and polypropylene (PP) pipe, backfill from the bottom of the trench to 1 foot above the top of the pipe with Class C bedding. When using pipe other than corrugated aluminum, HDPE or polypropylene (PP) pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with suitable excavated material free from stones and rock larger than 2 inches in any dimension. For distances 2 feet above the top of the pipe, backfill using suitable excavated material.

601.03.03 End Section

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BDC21S-12 dated Aug 16, 2022

The second paragraph is changed to:

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE and polypropylene (PP) pipe.

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601.03.04 Underdrain

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BDC21S-12 dated Aug 16, 2022

**A. Excavating.**

The fourth paragraph in part A is changed to:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP). Backfill the undercut with Class C bedding.

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601.03.06 Video Inspection of Pipe

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BDC21S-12 dated Aug 16, 2022

the second paragraph is changed to:

Perform the video inspection in dry pipe conditions to ensure viewing of the entire pipe circumference. Ensure that a visual numerical registration of the distance the video camera is traveling from the starting point to the ending point within the pipe drainage structure is recorded on the digital footage at all times. Also, ensure that the name of the pipe run and the name of the structure is recorded on the digital footage at all times. Stop the video camera at all joints, lateral connections, breaks, and irregularities to ensure full view at these locations. Ensure that the video provides clear, sharply focused pictures. The Department will not accept blurred or out of focus footage. Submit color digital footage of the inspection to the RE to become the property of the Department. Number the files sequentially and provide a corresponding index for all videos, listing the location, date, size and type of pipe, cross or longitudinal drains, berm, slope, and similar identifying information.

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601.03.07 Deflection Inspection of HDPE Pipe

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BDC21S-12 dated Aug 16, 2022

The Subpart heading is changed to:

601.03.07 Deflection Inspection of HDPE Pipe and Polypropylene (PP) Pipe

The first sentence of the first paragraph is changed to:

Test approximately 25 percent of the length of HDPE and polypropylene (PP) pipe for deflection no sooner than 30 days after installation.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

601.04 Measurement and Payment

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

BDC21S-12 dated Aug 16, 2022

The following items are added:

Item Pay Unit

\_\_\_ " POLYPROPYLENE PIPE LINEAR FOOT

DEFLECTION TESTING OF POLYPROPYLENE PIPE LINEAR FOOT

Section 607 – Curb

607.01 Description

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BDC23S-08 dated Jun 6, 2023

THE PARAGRAPH IS CHANGED TO:

This Section describes the requirements for constructing concrete curb, granite curb, and HMA curb, for resetting granite curb, and for cutting concrete vertical curb.

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

607.02.01 Materials

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BDC23S-08 dated Jun 6, 2023

THE FOLLOWING IS ADDED:

Epoxy Waterproofing 912.02.02

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607.02.02 Equipment

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BDC23S-08 dated Jun 6, 2023

THE FOLLOWING IS ADDED:

Concrete Vertical Curb Saw 1008.07

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BDC23S-08 dated Jun 6, 2023

THE FOLLOWING SUBpart IS ADDED:

607.03.08 Sawcut Vertical Curb

The RE will determine if the existing concrete vertical curb is suitable for sawcutting. Construct cast in place curb as specified in 607.03.02 if the existing curb exhibits visible cracking or deterioration or both.

Provide a concrete vertical curb saw as specified in 1008.07. Construct erosion control measures as specified in 158.03.02. Set the concrete vertical curb saw height to the desired vertical curb face height. Sawcut the vertical curb to within ±1/2 inch of the desired curb face dimension. Sawcut grooves as specified in 507.03.02.L to transition height differentials.

Finish the sawcut concrete vertical curb as specified in 607.03.01.E. Seal sawcut concrete with epoxy waterproofing as specified in 504.03.03. Prepare sawcut surface of concrete vertical curb according to manufacturer’s directions before applying epoxy waterproofing.

Dispose of cut material as specified in 201.03.01.H.

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607.04 Measurement and Payment

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BDC23S-08 dated Jun 6, 2023

THE FOLLOWING PAY ITEM IS ADDED:

SAWCUT VERTICAL CURB LINEAR FOOT

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Section 609 – Beam Guide Rail

609.03.01 Beam Guide Rail

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BDC20S-10 dated Sep 11, 2020

THE FOLLOWING IS ADDED at the end of the subsection:

Remove trees and shrubs as specified in 801.03 and 802.03 from the entire guide rail element extending 4 feet behind the guide rail post.

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609.03.05 Reset Beam Guide Rail

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BDC20S-10 dated Sep 11, 2020

THE FOLLOWING IS ADDED at the end of the subsection:

Remove trees and shrubs as specified in 801.03 and 802.03 from the entire guide rail element extending 4 feet behind the guide rail post.

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Section 610 – Traffic Stripes, Traffic Markings, and Rumble Strips

610.03.03 RPMs (Raised Pavement Markers)

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BDC20S-08 dated Jun 12, 2020

THE FOLLOWING IS ADDED after the last paragraph:

Ensure that RPMs are installed within 14 days of opening each day’s surface paving to traffic.

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610.03.07 Rumble Strip

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List locations of the approximate midpoint of Weigh-in-Motion (WIM) systems based on the database information provided in <http://www.state.nj.us/transportation/refdata/roadway/pdf/wim_sites.pdf>

**SME CONTACT – Bureau of Transportation Data and Safety**

|  |  |
| --- | --- |
| Route | Weigh-in-Motion (WIM) Systems Midpoint Station |
|  |  |
|  |  |
|  |  |

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BDC21S-15 dated Jan 21, 2022

The fourth paragraph is changed to:

Ensure that after cutting centerline rumble strips, the centerline rumble strips are cleaned, all debris is collected and the surface is prepared as specified in 610.03.01.B before placing traffic stripes.

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BDC20S-08 dated Jun 12, 2020

THE FOLLOWING IS ADDED after the last paragraph:

Ensure that rumble strips are constructed within 14 days of opening each day’s surface paving to traffic.

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BDC20S-11 dated oct 02, 2020

THE FOLLOWING subpart IS ADDED:

610.03.09 Removal of Rumble Strip

Prior to shifting lanes, remove rumble strips as indicated in the plans and as directed by the RE.

Centered over the rumble strip, mill the width of the rumble strip plus 4 inches beyond the edge of the rumble strip on both sides. Mill to a minimum depth of 2 inches.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the removal before proceeding with paving in the milled rumble strip.

Apply polymerized joint adhesive to the vertical surfaces of the milled rumble strip area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to bottom surface of the milled rumble strip area. Spread and grade HMA surface course in the milled rumble strip area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 ºF. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.

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610.04 Measurement and Payment

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BDC22S-21 dated Mar 24, 2023

The subpart is changed to:

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

Item Pay Unit

TRAFFIC STRIPES, \_\_\_" LINEAR FOOT

Traffic Markings Lines, \_\_\_" LINEAR FOOT

TRAFFIC MARKINGS Symbols SQUARE FOOT

Traffic markings route symbols SQUARE FOOT

RPM, MONO-DIRECTIONAL, WHITE LENS UNIT

RPM, MONO-DIRECTIONAL, AMBER LENS UNIT

RPM, BI-DIRECTIONAL, AMBER LENS UNIT

REMOVAL OF RPM UNIT

REMOVAL AND REPLACEMENT OF RPM LENS UNIT

FLEXIBLE DELINEATOR, GROUND MOUNTED UNIT

RUMBLE STRIP LINEAR FOOT

REMOVAL OF TRAFFIC STRIPES LINEAR FOOT

REMOVAL OF TRAFFIC MARKINGS SQUARE FOOT

REMOVAL OF RUMBLE STRIP LINEAR FOOT

The Department will measure TRAFFIC STRIPES and TRAFFIC MARKINGS LINES by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

The Department will measure rumble strip by the linear foot measured in the longitudinal direction of the rumble strip without deducting the interval spacing between rumble strips and the gaps for RPM placement and make payment under the Item RUMBLE STRIP.

The Department will not include payment for traffic stripes in RUMBLE STRIP. The Department will make payment for traffic stripes placed in conjunction with constructing a centerline rumble strip under TRAFFIC STRIPES as specified in 610.04.

The Department will not measure the gaps such as WIM locations in the Rumble Strip.

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Section 611 – Crash Cushions

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BDC21S-10 dated Jun 02, 2022

611.03.02 Crash Cushion, Compressive Barrier

The subpart is changed to:

At least 10 days before beginning the work, submit the manufacturer’s installation guide to the RE. Install compressive crash cushions including transitions according to the manufacturer’s recommendations and as shown on the Plans. Install permanent compressive crash cushions on a concrete pad foundation according to the manufacturer’s recommendation. Submit working drawings for the concrete pad foundation for each location.

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include specifications upon ASSIGNING an APPROPRIATE SECTION/SUBSECTION/subpart NUMBERs if noise barriers are required

**sme contact – Structural Design and Landscape Architecture**

The following section is added:

Section 61X – Noise Barriers

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

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include specifications upon ASSIGNING an APPROPRIATE SECTION/SUBSECTION/subpart NUMBERs if Architectural Treatments are required

**sme contact – Structural Design and Landscape Architecture**

The following section is added:

Section 61X – Architectural Treatments

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include specifications upon ASSIGNING an APPROPRIATE SECTION/SUBSECTION/subpart NUMBERs if RUBBLE walls are required

**sme contact – Structural Design and Landscape Architecture**

The following section is added:

Section 61X – Rubble Walls

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

Section 612 – Signs

612.02 Materials

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BDC22S-16 dated July 17, 2023

The FOLLOWING MATERIAL IS CHANGED TO:

Steel “U” and Square Tube Post Sign Supports 911.02.01

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

612.03 Construction

612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel “U” Post Supports

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BDC22S-16 dated July 17, 2023

the subpart is renamed to:

612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel “U” and Square Tube Post Supports

the second paragraph is changed to:

Mount sign panels on breakaway steel “U” or square tube post sign supports. For signs located behind guide rails or other roadside barriers, mount sign panels on steel “U” or square tube post sign supports without the breakaway assembly.

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612.04 Measurement and Payment

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BDC22S-16 dated July 17, 2023

the following item is changed to:

Item Pay Unit

GUIDE SIGN, TYPE GA, STEEL “U” OR SQUARE TUBE POST SUPPORTS SQUARE foot

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

Division 650 – Utilities

Section 651 – Water

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651.02 Materials

include additional materials requirements as needed

**sme contact – utilities**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

651.03.02 Ductile Iron Water Pipe, Bridge

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include specifications for water mains on bridges

**sme contact – utilities**

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Section 652 – Sanitary Sewers

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652.02 Materials

include additional materials requirements as needed

**sme contact – utilities**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

652.03.01 Sewer Pipe

**G. Sewer Pipe Testing.**

**1. Gravity Main Sewer Testing.**

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include leakage testing list

**sme contact – utilities**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

652.03.02 Ductile Iron Sewer Pipe, Bridge

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INCLUDE Specifications for sanitary sewer pipes on bridges

**sme contact – utilities**

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Section 653 – Gas

653.03.01 Gas Main

**A. Prequalification.**

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INCLUDE list of pre-qualified subcontractors

**sme contact – utilities**

List of prequalified subcontractors is as follows:

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

**C. Handling and Storing.**

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INCLUDE utility location for pickup and return

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**J. Air-Pressure Test.**

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INCLUDE pressures and durations for test

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include the following upon ASSIGNING an APPROPRIATE SECTION/SUBSECTION/subpart NUMBERs if JCP&L related utility work is to be performed

ensure that the work package has been received from jcp&l; provide an electronic file (PDF format) of the construction order detail & construction order compatible unit summary only to the project manager for it to be posted on bid express as mentioned in QIA no: 046 dated Aug 01, 2007

The following section is added:

Section 65X – JCP&L Facility

65X.01 Description

This Section describes the requirements for installing, relocating, and removing Jersey Central Power and Light (JCP&L) electric utility facilities including conduits, manholes, transformer vaults, handholes, and appurtenances and also includes the requirements for transferring electric services.

65X.02 Materials

Except for the materials noted below, JCP&L will supply all materials necessary for the work at no cost to the Contractor. Provide JCP&L written notice 30 days in advance of when materials will be required. Ensure the electric subcontractor takes delivery of the materials from JCP&L’s storage facility within 2weeks of the notice from JCP&L indicating that the material is available. Materials may be located at more than one JCP&L storage facility. If the electric subcontractor fails to take delivery, the material may not be available, and the electric subcontractor may be required to provide an additional request for materials. The Contractor is responsible for compensating the Department for any additional handling costs incurred by JCP&L resulting from the failure to take delivery within the time required.

The electric subcontractor is responsible for loading the material, delivering it to the job site, and all subsequent handling and delivery within the jobsite. Store and protect all materials received from JCP&L. Return and deliver all excess materials furnished by JCP&L to JCP&L’s storage facility. Obtain a receipt for all material received from JCP&L, maintain a documented inventory of materials used and obtain a receipt for all material returned to JCP&L.

Provide materials as specified:

Tack Coat 64-22, PG 64S-22 902.01.01

Hot Mix Asphalt (HMA) 902.02

Concrete 903.03

Controlled Low Strength Material (CLSM) 903.09

Curing Materials 903.10

Joint Sealer, Hot-Poured 914.02

Polymerized Joint Adhesive 914.03

65X.03 Construction

65X.03.01 Electric

**A. Prequalification.** Only a prequalified electric subcontractor, approved by JCP&L, may construct and relocate JCP&L electric facilities.

A list of the prequalified electric subcontractors is available at <http://www.njua.com/utility_relocations>.

The Contractor is responsible for soliciting from a subcontractor that will be approved by JCP&L when preparing its Bid. Work restricted to the electric subcontractor does not preclude the Contractor from performing the work of layout, traffic control, sawcutting, pavement removal, temporary or final pavement restoration, and landscape restoration associated with the work of installing or relocating JCP&L electrical facilities.

**B. Indemnification.** The Contractor agrees to indemnify and hold harmless JCP&L, its officers, employees, and agents from liability and claims related to the work described under this Section. This requirement does not establish JCP&L as a third party beneficiary; the provisions specified in 107.10 are unaltered.

**C. Scheduling of Work and Interruption to Utilities.** Provide the RE and the designated JCP&L representative with a detailed schedule of when the electric utility work will be performed. Indicate in the schedule for each activity the following information: the work locations; the number of crews; and whether the work will be performed during a day shift or night shift, or on weekends. Coordinate all electric utility work with the JCP&L representative, and notify the RE and the JCP&L representative at least 2 weeks prior to starting electric utility work. Do not interrupt existing electric service until approved by the JCP&L representative.

Weather conditions may prevent connections to existing systems between June 1 and September 30. Do not perform work which will require electric transmission service interruptions from June 1 through September 30 without the approval of JCP&L. JCP&L may extend this period based on weather conditions and system demand. Notify JCP&L at least 1 month in advance of commencing conductor work.

If service transfers are required, coordinate service transfers with the JCP&L representative. Notify the property owner and all tenants affected by service interruptions or transfers prior to making the service transfer. Minimize disruption to normal operations of existing facilities and minimize any interruption of electric service to JCP&L customers. Protect existing facilities during construction and installation of the service transfer.

**D. Quality Control and Quality Assurance.** Provide access to the work for the JCP&L representative at all times. Perform all electric utility work in a manner acceptable to the JCP&L representative. Perform all electric utility work in accordance with JCP&L standards and details.

**E. Safety.** Perform work in accordance with applicable OSHA regulations, N.J.S.A. 34:6-47.1 et seq. “High Voltage Proximity Act”, and JCP&L safety standards.

**F. Abandonment and Removal.** Prior to beginning work, review the condition of all existing electric utility facilities noted to be removed with the JCP&L representative. If the JCP&L representative designates the material to be salvaged, remove the material and deliver it to a JCP&L storage facility. Remove and dispose of all other electrical utility material designated for removal.

**G. Excavation.** When excavation is required in areas having existing pavement and sidewalk, sawcut to the full depth of the existing pavement and sidewalk. Excavate trenches for conduit, manholes and vaults and appurtenances. Provide vertical sides for excavations within the traveled way, shoulder, sidewalk areas, and where existing facilities require protection. Remove unstable material at the bottom of the excavation and backfill with granular material. Do not excavate trenches more than 300 feet in advance of installing conduit unless approved by the RE. Provide and maintain trench crossings where necessary to maintain access. Do not leave trenches open overnight unless protected by temporary fencing or steel plates. Remove and dispose of excess or unsuitable material as specified in 202.03.03.C.2.

**H. Backfill.** Backfill with suitable material in lifts not exceeding 6 inches thick, loose measurement. If the backfill is predominantly granular material, compact the backfill material with a vibratory plate compactor. For material that is not predominately granular, compact the backfill material with a vibratory rammer compactor. If it is not possible to compact the backfill material, the Contractor may backfill with CLSM with the approval of the JCP&L representative. If using CLSM, install as specified in 601.03.01.F.

**I. Restoration.** Restore areas disturbed in the performance of electrical utility relocations to its original condition. In areas that are disturbed for which the plans provide final grading, pavement or landscaping, provide temporary restoration to the satisfaction of the RE. If open-cut trenching across a road is required, restore the pavement with in-kind construction.

**J. Field Testing.** Perform a high-potential test (also known as a dielectric voltage withstand test) on all cables and splices prior to energizing. Testing must be performed by a person who is qualified to operate the test equipment, and is familiar with the cable system. Ensure that the cables are disconnected from non-cable systems equipment, and that adequate physical clearances are maintained between all cable ends, energized cables, and electrical grounds and all other equipment during the test. Prior to performing the test, verify that all taps or laterals in the circuit are cleared. In the event hot poured compound filled splices and terminations are involved, do not perform testing until they have cooled to ambient temperature. Set the relays in the high voltage direct current test equipment to operate between 5 and 25 milliamperes leakage. The shape of the leakage curve under constant voltage is more important than the absolute leakage current of a “go or no go” withstand test result. The field test voltage is related to the final factory applied dc potentials using a factor of 80 percent.

Ensure the high potential test is performed in the presence of the JCP&L representative. Apply a direct current field test voltage according to the following table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Field Test Values | | | | |
| Rated Voltage | dc Hi-Pot Test | | dc Hi-Pot Test | |
| Phase to | (15 Minutes) | | | |
| Phase | Wall - mils | Kv | Wall - mils | kV |
| 5000 | 90 | 25 | 115 | 35 |
| 8000 | 115 | 35 | 140 | 45 |
| 15000 | 175 | 55 | 220 | 65 |
| 25000 | 260 | 80 | 320 | 95 |
| 28000 | 280 | 85 | 345 | 100 |
| 35000 | 345 | 100 | 420 | 125 |
| 46000 | 445 | 130 | 580 | 170 |
| 69000 | 650 | 195 | 650 | 195 |
| Note: If the leakage current quickly stabilizes, the duration may be reduced to 10 minutes. | | | | |

After the voltage has been applied and the test level reached, record the leakage current at 1 minute intervals. If the leakage current decreases or stays steady after it has leveled off, the cable is considered satisfactory. If the leakage current starts to increase, excluding momentary spurts due to supply-circuit disturbances, extend the test to see if the rising trend continues. At the conclusion of the test, discharge the circuit through the test set and voltmeter circuit. After the potential drops below 95 percent of the test value, ground the cable, and discharge the circuit. Leave the grounds on all conductors for a minimum of 4 times as long as the test voltage was applied.

Remove and replace cables that fail to meet the requirements of the direct current field test. The Contractor is responsible for reimbursing the Department for any additional material costs incurred by the Department resulting from the failure to meet the requirements of the direct current field test.

**K. Energizing Lines.** Energize lines with the guidance of the JCP&L representative. Prior to energizing lines, submit a request to JCP&L. Switching orders may only originate from JCP&L employees. Submit a request for permission to energize transmission lines 10 days in advance of when the work will be performed. Request permission to energize distribution lines in a manner that will permit the JCP&L representative to submit a request to JCP&L’s Dispatch Office by 12:00 p.m. the previous working day.

**L. As-builts.** Upon completion of the work, submit to JCP&L as-built drawings in accordance with JCP&L standards. Prints of construction drawings, marked to show the final location, are acceptable. Provide a copy of the as-built drawings to the RE.

65X.04 Measurement and Payment

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

Item Pay Unit

ELECTRICAL UTILITY RELOCATION, JCP&L LUMP SUM

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Division 700 – Electrical

Section 701 – General Items

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701.03.01 Existing Systems

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if there are any its materials to be salvaged, provide the location to deliver and unload salvaged its materials

**SME CONTACT –**

**traffic operations and/or mse**

Deliver and unload salvaged ITS materials to:

Mobility Management North (MMN)- ITS Maintenance

670 River Drive

Elmwood Park, NJ 07407-1347

Telephone: 732-697-7360

Mobility Management South (MMS) – ITS Maintenance

One Executive Suite Route 70 West

Cherry Hill, NJ 08002-4106

Telephone: 856-486-6615

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inCLUDE THE FOLLOWING WHEN EXISTING CONDUIT SYSTEMS ARE PROPOSED TO BE USED for PULLING electrical CONDUCTORS OR FIBER OPTIC CABLES.

**SME CONTACT – traffic engineering**

**and/or**

**Bureau of Mobility and Systems Engineering (MSE)**

THE FOLLOWING IS ADDED:

If new cable or wire is designated to be installed into existing conduit systems, clean and swab the conduit system prior to installing the cable or wire. After cleaning, test each conduit by pulling through a metal ball with a diameter at least 85 percent of the nominal inside diameter of the conduit to ensure the conduit is free of any obstruction or foreign material. If the ball fails to pass through the conduit, repair or replace the defective conduit as directed by the RE. Restore disturbed areas to original condition.

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701.03.15 Cable and Wire

**C. Connection and Coordination with Utility Services.**

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BDC21s-20 dated MAY 12, 2022

THE LAST PARAGRAPH in Part C IS CHANGED TO:

Provide temporary services if required for testing and operation of the electrical systems until Substantial Completion or as directed by the RE. Coordinate temporary services with the Utility Company.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

for its facilities design, confirm on the requirements for interim communication and power connections, and connections to njta network. Also, for establishment of ip addresses, interim and permanent.

**SME CONTACT – MSE**

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Include the following for Transportation Mobility and Mobility Engineering Projects which require any new utility services.

**SME CONTACT – MSE**

THE LAST PARAGRAPH IS CHANGED TO:

Obtain and provide for utility services required for testing and operation of ITS systems until interim acceptance of each system or device. Utility Services may be governed by differing Authorities Having Jurisdiction (AHJ). Along with Utility Requirements, comply with all AHJ requirements. Upon successful completion of level C testing and acceptance of any device, provide the RE with a letter requesting transfer of utility services providing the latest copy of the utility bill from each utility company. Such transfers are to be effective beginning the next monthly billing cycle after completion of successful ITS system testing as specified in Section 704 and interim acceptance of the device or as directed by the RE.

Once new utility services have been energized or activated and the utility company has de-energized and unhooked the old service connection; remove existing pole risers and service heads, cut back 1 foot below grade, and plug the conduits.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Service Requests | | | | | | | | | | |
| Device Site No. | Primary Route | Final MP | Direction | Location | Township | County | Utility Territory | Job No. | Utility Contact Person | Utility Pole No. |
|  |  |  |  |  |  |  |  |  |  |  |
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Section 702 – Traffic Signals

702.03.07 Push Button

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BDC23S-02 dated Mar 13, 2023

The first paragraph is changed to:

Install a push button that operates on logic ground including its housing, and instruction signage. Install cable from the push button to the foundation and make connections. Ensure the traffic signal pedestrian and bicycle actuation sign complies with the MUTCD.

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Section 703 – Highway Lighting

703.03 Construction

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dated July 7, 2020

The second sentence in the fourth paragraph is changed to:

Begin repair of the highway lighting system within 2 hours of receiving notice of damage or malfunction from the Department, State police, or local authorities.

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703.03.07 Temporary Highway Lighting System

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Determine whether or not the Contractor must design the Temporary lighting system at a given location and include the following

**SME CONTACT – traffic signal and safety engineering**

The Contractor must design the Temporary lighting system at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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provide the locations to deliver and unload salvaged materials

**SME CONTACT – traffic signal and safety engineering**

Deliver and unload salvaged materials to:

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Section 704 – Intelligent Transportation Systems (ITS)

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Prior to final design submission confirm with the respective traffic operations center if any of the proposed its systems have to be completed early in the project THAT ARE REQUIRED TO BE available to use for traffic mitigation during construction. include respective interim completion dates in subsection 108.10 and confirm with Mobility and Systems Engineering (MSE) on the requirements for interim communication and power connections.

if project includes connection to njta network, including direct fiber or wireless, confirm with Mobility and Systems Engineering (MSE) on coordination requirements with njta.

**SME CONTACTS – TRAFFIC OPERATIONS & MSE**

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704.02.01 Materials

MOST COMMON ITS MATERIAL SPECifICATIONS ARE AVAILABLE ON THE DEPARTMENT’S WEBSITE AND A QPL of prequalified materials is posted, DOWNLOAD THE REQUIRED SPECIFICATIONS FROM THE DEPARTMENT’S WEBSITE AND LIST THEM HERE IN THE TABLE REFERRING TO THE APPROPRIATE SUBSECTION OF SECTION 918 AND INCLUDE THE SPECIFICATIONS IN THAT SECTION.

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704.03.01 General System (GS)

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**B. Installation.**

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cONTACT TRAFFIC OPERATIONS TO CONFIRM THE EXISTING SYSTEM SHUTDOWN TIME. REVISE AS DIRECTED and insert here.

**SME CONTACT – traffic operations AND MSE**

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Provide the cost of damages for exceeding the allowable time frames

**SME CONTACT – MSE**

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**1. Junction Box ITS.**

**a. Installation.**

IF REMOVAL OR RELOCATION OF ITS JUNCTION BOX IS NOT FEASIBLE IN A PROJECT THAT REQUIRES TRAFFIC TO BE SHIFTED IN THE AREA OVER THIS JUNCTION BOX DURING ANY STAGE OF CONSTRUCTION THEN IT MUST BE PROTECTED DURING CONSTRUCTION AND MUST INCLUDE DETAILS FOR PROTECTING THE ITS JUNCTION BOX.

**SME CONTACT – MSe**

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**6. Control Center System.**

include the work to be performed at eACH control center (toc, HUB, OR ANY BUILDING/CABINET WITH A NETWORK NODE) clearly and remove the portion of the work that is not applicable to any particular project as the bid price for this item will be based on the work involved at the designated control center. THE DESIGNERS MUST INCLUDE SYSTEM BLOCK DIAGRAMS AND FIBER ASSIGNMENT DIAGRAMS IN THE SET OF CONSTRUCTION PLANS. THE CONTRACTOR WILL USE THESE AS WORKING DRAWINGS BY ADDING A LIST OF EQUIPMENT AND NETWORK IP ADDRESSES.

**SME CONTACT – MSE**

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**7. Meter Cabinet ITS.**

This includes a fnmc reserved for electrical service conductors that may require separate junction boxes at short intervals. coordinate with MSE before PROCEEDING WITH THE DESIGN plans to determine what is exactly required. If a fiber glass sleeve is required, specify it and include with bridge structure attachments and expansion fittings as per manufacturer requirements. When Fiberglass conduit is not proposed across an existing structure, built-in sleeves within the parapet can be utilized if empty and available.

ITS CONDUIT TYPE A INCLUDES 3 fnmc. IF THE PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS NEED DIFFERENT SIZE CONDUITS, modify THE STANDARD detail TO incorporate the proposed changes AND includE IT IN THE SET OF PLANS reflecting the correct size and type of conduits. ALSO, REVISE THE SPECIFICATIONS BELOW TO LIST ANY CHANGES NEEDED TO MATCH THE TYPE OF CONDUITS OTHER THAN FNMC.

**SME CONTACT – MSE**

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704.03.02 Camera Surveillance System (CSS)

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**F. Equipment Training.**

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – MSE**

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704.03.03 Fiber Optic Cable

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**F. Equipment Training.**

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – MSE**

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704.03.04 Controlled Traffic Signal System (CTSS)

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**F. Equipment Training.**

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – AAM UNIT OF MSE**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**G. Warranty.**

cONTACT mse’s aam unit for any specific warranty requirements and modify the above TO meet their requirements and insert here

**SME CONTACT – AAM (Advanced ARTERIAL Management) of MSE**

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**H. Networking Requirements.**

provide additional networking requirements

**SME CONTACT – NJOIT**

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**I.** **IT Requirements.**

provide additional IT requirements

**SME CONTACT – njOIT**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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704.03.05 Travel Time Systems (TTS)

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

**F. Equipment Training.**

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – MSE**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

704.03.06 Road Weather Information System (RWIS)

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

**F. Equipment Training.**

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – bureau of permits, electrical maintenance & claims**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

704.03.07 Dynamic Message System (DMS)

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

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**A.** **Components**.

complete and include the following WHEN dms signs are included in the project.

also, include THE APPROPRIATE notes and INFORMATION FOR EACH DMS PROPOSED IN THE CONTRACT.

**SME CONTACT – MOBILITY & SYSTEMS ENGINEERING**

The following are the Model numbers for the various DMS to be provided and installed in this project:

|  |  |  |  |
| --- | --- | --- | --- |
| Location | Communication Type | DMS Type | Manufacturer/Model No. |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Ensure that the designated Model numbers for the various DMS signs are provided as specified in the Contract documents.

Ensure that Controller, DMS is purchased with pre-installed controller, pre-wired with the equipment listed below along with specialized communications cables (minimum 120 feet Fiber Optic Cable with Connectors for each sign).

As part of the specified model numbers, ensure the DMS manufacturer supplies the cabinet and controller for each DMS sign with pre-installed uninterruptable power supply (UPS), a media converter, and a TCP/IP wireless modem conforming to the wireless provider requirements. Provide other equipment not listed here but required for the remote operation of the DMS.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**B. Installation.**

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

Construct the DMS sign mounting structure and foundation as specified in Division 500.

DMS STRUCTURE REQUIRES THE CONTRACTOR TO follow DIVISION 500 specifications FOR STRUCTURAL DETAILS AND other REQUIREMENTS. INCLUDING FOUNDATION.

**SME CONTACT –STRUCTURES**

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

4\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*4

**1. DMS Sign.**

THIS ITEM IS FOR DMS SIGNS OF VARIOUS types and SIZES WHEN PROPOSED TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR. INCLUDE THE MAKE AND MODEL NUMBER OF DMS SIGN in section 918 AND in the table in subsection 704.03.07.a. also, include it IN THE ITS PLANS. CONTACT MSE FOR FURTHER DETAILS. WHEN THIS ITEM IS USED IN A PROJECT, “CONTROLLER DMS” AND “FOUNDATION ITS TYPE D” OR “FOUNDATION ITS TYPE D-MC” AS APPLICABLE WILL BE REQUIRED FOR CONTROLLER/METER CABINET MOUNTING.

**SME CONTACT – mSe**

4\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*4

4\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*4

**2. Controller, DMS.**

thIS ITEM is required when installing new dms signs and must be purchased from the dms sign manufacturer. PROVIDE THE MODEL NUMBER OF the dms SIGNS to the manufacturer for which controller dms are required. ADDITIONAL PAY ITEMS LIKE “FOUNDATION ITS TYPE D” OR “FOUNDATION ITS TYPE D-MC” FOR MOUNTING CONTROLLER/METER CABINETS AS APPLICABLE WILL BE REQUIRED.

**sme CONTACT – MSE**

4\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*4

3\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*3

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**F. Equipment Training**.

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – MSE**

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704.03.08 Weigh-in-Motion System (WIMS)

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

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**B. Installation.**

cONTACT TRAFFIC OPERATIONS TO CONFIRM THE EXISTING SYSTEM SHUTDOWN TIME. REVISE AS DIRECTED and insert here

**SME CONTACT – TRANSPORTATION DATA AND SAFETY**

Provide the cost of damages for exceeding the allowable time frames

**SME CONTACT – TRANSPORTATION DATA AND SAFETY**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**F. Equipment Training.**

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – TRANSPORTATION data AND SAFETY**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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704.03.09 Traffic Volume System (TVS)

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**B. Installation.**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

complete and include the following.

INsert THE existing system shutdown time frames, including days of the week, specific dates, and/or hours of the day(s).

**SME CONTACT – traNSPORTATION DATA AND SAFETY**

The Department will allow existing TVS system shutdowns from \_\_\_\_\_.

Provide the cost of damages for exceeding the allowable time frames

**SME CONTACT – traNSPORTATION DATA AND SAFETY**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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**F. Equipment Training.**

provide recommendation prior to final design submission for any special training, and/or if more than 10 personnel require the training.

**SME CONTACT – TRANSPORTATION data AND SAFETY**

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704.03.10 Variable Speed Limit System (VSLS)

**B. Installation.**

**2. Controller, VSLS.**

thIS ITEM is required when installing new VSLs signs and must be purchased from the VSLS sign manufacturer. PROVIDE THE MODEL NUMBER OF the VSLs SIGNS to the manufacturer for which controller VSLs ARE required. ADDITIONAL PAY ITEMS FOR MOUNTING CONTROLLER/METER CABINETS AS APPLICABLE WILL BE REQUIRED.

**sme CONTACT – MSE & TRAFFIC OPERATIONS**

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704.04 Measurement and Payment

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obtain the latest revised standard detail SHEETS that are available from NJDOT Mobility and Systems Engineering (MSE) for inclusion in the contract plans until they are issued via bdc.

**SME CONTACT – MSE**

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Division 800 – Landscaping

Section 811 – Planting

811.03.02 Plant Establishment and Maintenance Period

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complete and include THE FOLLOWING

**sme contact – landscape architecture**

The Department will reinspect the plants annually for \_\_\_\_\_ years.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**2. Maintenance Bond.**

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

complete and include the bond amount (a percentage of planting value)

**sme contact – landscape architecture**

Provide a bond to the Department in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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Division 900 – Materials

Section 902 – Asphalt

902.01.01 Asphalt Binder

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BDC22S-04 dated MAY 13, 2022

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

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902.02.01 Mix Designations

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BDC22S-04 dated MAY 13, 2022

PART (4) IS CHANGED TO:

**4. “E”** The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

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902.02.04 Sampling and Testing

**A General Acceptance Requirements.**

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

BDC22S-04 dated MAY 13, 2022

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer’s recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer’s recommended laydown temperature.

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902.05 Stone Matrix Asphalt (SMA)

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

BDC21s-14 dated DEC 30, 2021

902.05.01 Composition of Mixture

THE FIFTH PARAGRAPH IS CHANGED TO:

For fine aggregate, use 100 percent manufactured stone sand conforming to [901.05.02](#s9010502). Ensure that the combined fine aggregate of 100 percent manufactured stone sand in the mixture conforms to the requirements in [Table 902.02.02-2](#t90202022).

902.05.02 Mix Design

TABLE 902.05.02-1 AND TABLE 902.05.02-2 ARE CHANGED TO:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Table 902.05.02-1 SMA Specification Band (% Passing) Nominal-Maximum Aggregate Size | | | | |
| Production  Control Tolerances from JMF1 | Sieve Size | 19 mm  % Passing | 12.5 mm  % Passing | 9.5 mm  % Passing |
| 0% | 1" | 100 | 100 | 100 |
| ±3% | 3/4" | 90 – 100 | 100 | 100 |
| ±5% | 1/2" | 50 – 88 | 90 – 100 | 100 |
| ±5% | 3/8" | 25 – 60 | 50 – 80 | 70 – 95 |
| ±6% | No. 4 | 20 – 28 | 20 – 35 | 30 – 50 |
| ±3% | No. 8 | 16 – 24 | 16 – 24 | 20 – 30 |
| ±4% | No. 16 | – | – | 0 – 21 |
| ±3% | No. 30 | – | – | 0 – 18 |
| ±3% | No. 50 | – | – | 0 – 15 |
| ±2% | No. 200 | 7.0 – 11.0 | 7.0 – 11.0 | 7.0 – 12.0 |
| – | Coarse Aggregate  Fraction | Portion Retained  on No. 4 Sieve | Portion retained  on No. 4 Sieve | Portion retained  on No. 8 Sieve |
| 1. Production tolerances are for the approved JMF and may not fall outside of the wide band gradation limits. | | | | |

|  |  |  |
| --- | --- | --- |
| Table 902.05.02-2 SMA Mixtures Volumetrics for Design and Plant Production | | |
| Property | Production  Control Tolerances | Requirement |
| Air Voids | ±1% | 3.5% |
| Voids in Mineral Aggregate (VMA) | – | 17.0% minimum |
| VCAmix | – | Less than VCADRC |
| Draindown @ production temperature1 | – | 0.30% maximum |
| Asphalt Binder Content (AASHTO T 308)2 | ±0.40% | 6% minimum3 |
| Tensile Strength Ratio (AASHTO T 283) | – | 80% minimum |
| 1. For design, conduct draindown test at anticipated mixing temperature and 15°F higher. Ensure draindown test meets requirement at both temperatures. For production, conduct draindown test at 15°F higher than anticipated mixing temperature.  2. Asphalt binder content may not be lower than the minimum after the production tolerance is applied.  3. Aggregate blends with a Gsb value of 2.90 and higher may produce the mix with a minimum asphalt content of 5.8% with ME approval. | | |

902.05.03 Sampling and Testing

THE ENTIRE SUBSECTION IS CHANGED TO:

**A. General Acceptance Requirements.** Ensure that the mix meets the requirements as specified in 902.02.04.A.

**B. Sampling.** The ME will take a random sample from each 700 tons of production for volumetric acceptance testing and to verify composition. The ME will perform sampling according to AASHTO T 168, NJDOT B-2, or ASTM D 3665. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the ME.

**C. Quality Control Testing.** Perform quality control testing as specified in 902.02.04.C.

For each acceptance test, perform testing for draindown according to AASHTO T 305 at 15°F above the mixing temperature.

Perform bulk specific gravity of coarse aggregates (GCA) and dry-rodded voids in coarse aggregate VCADRC testing according to AASHTO R 46 by sampling and drying aggregates according to AASHTO R 90 and AASHTO T 255, respectively. The ME shall ensure that the GCA and VCADRC of the aggregate blend has been determined within 7 days of the start of production. Stop production and conduct VCADRC test immediately when there are major changes to aggregate blend percentages. When performing the VCADRC test during production, use the GCA value that was determined prior to production. The ME may request additional VCADRC tests to be conducted with or without requiring a new GCA test to be performed at any time.

**D. Acceptance Testing and Requirements.** The ME will determine volumetric properties at 75 gyrations for acceptance from samples taken, compacted, and tested at the HMA plant according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the QC maximum specific gravity test result in calculating the volumetric properties of the SMA. The ME will determine VCAmix according to AASHTO R 46.

If the acceptance sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or VCAmix is greater than VCADRC, immediately take a quality control sample for testing. If the quality control sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or VCAmix is greater than VCADRC, immediately stop production and shipping.

If the test results other than the No. 4 sieve or VCADRC are outside of the production control tolerances specified in Table 902.05.02-1 or Table 902.05.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.05.02-1 or Table 902.05.02-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition, air voids, draindown, VCAmix, and VMA meet the production control tolerances specified in Table 902.05.02-1 and Table 902.05.02-2. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.05.02-1 or Table 902.05.02-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval.

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902.06.01 Composition

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BDC22S-04 dated MAY 13, 2022

THE SECOND PARAGRAPH IS CHANGED TO:

The mixture shall consist of asphalt binder and aggregate and may contain a WMA additive. Use asphalt binder that is PG 64S-22 as specified in 902.01.01. Use aggregate that conforms to 901.05.01 or 901.05.02 and the gradation requirements specified in Table 902.06.01-1.

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902.07.02 Asphalt-Rubber Binder

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BDC22S-04 dated MAY 13, 2022

PART (2) SUBSECTION (a) IS CHANGED TO:

**2. Asphalt Binder.**

a. Use asphalt binder that conforms to AASHTO M 332, Table 1; PG 64S-22, PG 58-28 or an approved blend of both grades. The asphalt binder producer is required to provide the asphalt binder quality control plan annually to the ME for approval. Ensure that the quality control plan conforms to AASHTO R 26. Submit to the ME a certification of compliance, as specified in 106.07, for the asphalt binder. The ME will perform quality assurance sampling and testing of each asphalt binder lot as defined in the approved quality control plan.

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902.09 Micro Surfacing

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BDC23S-12 dated oCT 6, 2023

902.09.03 Sampling and Testing

TABLE 902.09.03-1 is changed to:

|  |  |  |  |
| --- | --- | --- | --- |
| Table 902.09.03-1 Gradation Requirements for Aggregate and Mineral Filler | | | |
| Sieve Size | Type II Percent Passing | Type III Percent Passing | Stockpile Tolerances  from JMF1 |
| 3/8″ | 100 | 100 | – |
| No. 4 | 90 – 100 | 70 – 90 | ±4% |
| No. 8 | 65 – 90 | 45 – 70 | ±5% |
| No. 16 | 45 – 70 | 28 – 50 | ±4% |
| No. 30 | 30 – 50 | 19 – 34 | ±3% |
| No. 50 | 18 – 30 | 12 – 25 | ±3% |
| No. 100 | 10 – 21 | 7 – 18 | ±2% |
| No. 200 | 5 – 15 | 5 – 15 | ±2% |
| 1. Stockpile tolerances are for the approved JMF and may not fall outside of the wide band gradation limits. | | | |

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902.10 Slurry Seal

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BDC23S-12 dated oCT 6, 2023

902.10.03 Sampling and Testing

TABLE 902.10.03-1 is changed to:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Table 902.10.03-1 Gradation Requirements for Aggregate and Mineral Filler | | | | |
| Sieve Size | Type I Percent Passing | Type II Percent Passing | Type III Percent Passing | Stockpile Tolerances from JMF1 |
| 3/8″ | 100 | 100 | 100 | – |
| No. 4 | 100 | 90 – 100 | 70 – 90 | ±5% |
| No. 8 | 90 – 100 | 65 – 90 | 45 – 70 | ±5% |
| No. 16 | 65 – 90 | 45 – 70 | 28 – 50 | ±5% |
| No. 30 | 40 – 65 | 30 – 50 | 19 – 34 | ±5% |
| No. 50 | 25 – 42 | 18 – 30 | 12 – 25 | ±3% |
| No. 100 | 15 – 30 | 10 – 21 | 7 – 18 | ±3% |
| No. 200 | 10 – 20 | 5 – 15 | 5 – 15 | ±2% |
| 1. Stockpile tolerances are for the approved JMF and may not fall outside of the wide band gradation limits. | | | | |

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902.13.01 Mix Designations

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BDC22S-04 dated MAY 13, 2022

PART (4) IS CHANGED TO:

**4. “E”** The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

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902.13.03 Mix Design

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BDC22S-04 dated MAY 13, 2022

TABLE 902.13.03-2 CHANGED TO:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Table 902.13.03-2 Performance Testing Requirements for HMA HIGH RAP Design | | | | |
| Test | Requirement | | | |
| Surface Course | | Intermediate and Base Course | |
| PG 64S-22 | PG 64E-22 | PG 64S-22 | PG 64E-22 |
| APA @ 8,000 loading cycles  (AASHTO T 340) | ≤ 7 mm | ≤ 4 mm | ≤ 7 mm | ≤ 4 mm |
| Overlay Tester  ([NJDOT B-10](#njdotb10)) | ≥ 200 cycles | ≥ 275 cycles | ≥ 100 cycles | ≥ 150 cycles |

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902.13.04 Sampling and Testing

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BDC22S-04 dated MAY 13, 2022

TABLE 902.13.04-2 CHANGED TO:

|  |  |  |  |
| --- | --- | --- | --- |
| Table 902.13.04-2 Surface Course Performance Testing Pay Adjustments for HMA HIGH RAP | | | |
|  | Surface Course | | PPA |
|  | PG 64S-22 | PG 64E-22 |  |
| APA @ 8,000 loading cycles, mm  (AASHTO T 340) | t ≥ 7 | t ≤ 4 | 0 |
| 7 < t ≤ 10 | 4 < t ≤ 7 | PG 64S-22: -50(t-7)/3  PG 64E-22: -50(t-4)/3 |
| t > 10 | t > 7 | -100 or Remove & Replace |
| Overlay Tester, cycles  ([NJDOT B-10](#njdotb10)) | t ≥ 200 | t ≥ 275 | 0 |
| 200 > t ≥ 150 | 275 > t ≥ 200 | Surface PG 64S-22: -(200-t)  Surface PG 64E-22: -(275-t)/1.5 |
| t < 150 | t < 200 | -100 or Remove & Replace |

TABLE 902.13.04-3 CHANGED TO:

|  |  |  |  |
| --- | --- | --- | --- |
| Table 902.13.04-3 Intermediate and Base Course Performance Testing Pay Adjustments for HMA HIGH RAP | | | |
|  | Intermediate and Base Course | | PPA |
| PG 64S-22 | PG 64E-22 |
| APA @ 8,000 loading cycles, mm  (AASHTO T 340) | t ≤ 7 | t ≤ 4 | 0 |
| 7 < t ≤ 10 | 4 < t ≤ 7 | PG 64S-22: -50(t-7)/3  PG 64E-22: -50(t-4)/3 |
| t > 10 | t > 7 | -100 or Remove & Replace |
| Overlay Tester, cycles  ([NJDOT B-10](#njdotb10)) | t ≥ 100 | t ≥ 150 | 0 |
| 100 > t ≥ 75 | 150 > t ≥ 110 | Intermediate PG 64S-22: -(2t-200)  Intermediate PG 64E-22: -1.25(150-t) |
| t < 75 | t < 110 | -100 or Remove & Replace |

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Section 903 – Concrete

903.01 Cement

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BDC21s-02 dated Mar 24, 2021

the entire Subsection text is changed to:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

Portland Cement, Type I, II, and Type III ASTM C 150

Blended Hydraulic Cement, Type IS, IP, and IL ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

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903.03.05 Control and Acceptance Testing Requirements

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**E. Acceptance Testing for Strength for Pay-Adjustment Items.**

INCLUDE ONLY THE following ITEMS, as APPLICABLE, for pay adjustment

(do not include any variance such as: concrete bridge deck, hpc)

Concrete Items which are subject to pay adjustment and the base prices are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| ITEMS | DESCRIPTION | UNIT | BASE PRICE |
| 507021P | CONCRETE BRIDGE DECK | CY | $500.00 |
| 507036P | CONCRETE BRIDGE PARAPET | LF | $305.00 |
| 505039P | PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-36), 36" X 15" | LF | $125.00 |
| 505042P | PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-36), 36" X 18" | LF | $130.00 |
| 505015P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-36), 36" X 27" | LF | $170.00 |
| 505045P | PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-36), 36" X 21" | LF | $160.00 |
| 505018P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-36), 36" X 33" | LF | $170.00 |
| 505021P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-36), 36" X 39" | LF | $175.00 |
| 505024P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-36), 36" X 42" | LF | $185.00 |
| 505003P | PRETENSIONED PRESTRESSED CONCRETE BEAM, 45" | LF | $155.00 |
| 505006P | PRETENSIONED PRESTRESSED CONCRETE BEAM, 54" | LF | $155.00 |
| 505048P | PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-48), 48" X 15" | LF | $160.00 |
| 505051P | PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-48), 48" X 18" | LF | $135.00 |
| 505009P | PRETENSIONED PRESTRESSED CONCRETE BEAM, 63" | LF | $185.00 |
| 505027P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-48), 48" X 27" | LF | $215.00 |
| 505054P | PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-48), 48" X 21" | LF | $215.00 |
| 505030P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-48), 48" X 33" | LF | $185.00 |
| 505033P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-48), 48" X 39" | LF | $220.00 |
| 505036P | PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-48), 48" X 42" | LF | $230.00 |
| 505012P | PRETENSIONED PRESTRESSED CONCRETE BEAM, 72" | LF | $200.00 |
| 502045M | CAST-IN-PLACE CONCRETE PILE, DRIVEN, 12" DIAMETER | LF | $50.00 |
| 502090M | PRECAST CONCRETE PILE, DRIVEN, 12" X 12" | LF | $90.00 |
| 502132M | PRESTRESSED CONCRETE PILE, DRIVEN, 12" X 12" | LF | $50.00 |
| 502135M | PRESTRESSED CONCRETE PILE, DRIVEN, 14" X 14" | LF | $50.00 |
| 502138M | PRESTRESSED CONCRETE PILE, DRIVEN, 16" X 16" | LF | $50.00 |
| 502141M | PRESTRESSED CONCRETE PILE, DRIVEN, 18" X 18" | LF | $50.00 |
| 502144M | PRESTRESSED CONCRETE PILE, DRIVEN, 20" X 20" | LF | $75.00 |
| 502147M | PRESTRESSED CONCRETE PILE, DRIVEN, 22" X 22" | LF | $75.00 |
| 502150M | PRESTRESSED CONCRETE PILE, DRIVEN, 24" X 24" | LF | $75.00 |
| 502151M | PRESTRESSED CONCRETE PILE, DRIVEN, 30" X 30" | LF | $75.00 |
| 502156M | PRESTRESSED CONCRETE PILE, DRIVEN, 54" DIAMETER | LF | $200.00 |

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Section 909 – Drainage

909.02.02 HDPE Pipe

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BDC21S-12 dated Aug 16, 2022

The Subpart heading is changed to:

909.02.02 HDPE Pipe and Polypropylene (PP) Pipe

The entire subpart is changed to:

Use corrugated HDPE drainage pipe that conforms to AASHTO M 294 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use corrugated polypropylene (PP) drainage pipe that conforms to AASHTO M 330 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use HDPE and polypropylene (PP) pipe from a manufacturer who is an AASHTO NTPEP (National Transportation Product Evaluation Program) certified manufacturer. For a list of NTPEP certified manufacturers, see the following webpage: https://data.ntpep.org/.

Submit a certification of compliance, as specified in 106.07, for HDPE and polypropylene (PP) pipe.

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Section 910 – Masonry Units

910.04 Stone Curb

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provide lithology, color, and texture of stone curb

**SME CONTACT – landscape architecture**

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910.05 Stone Facing for Pier Shafts

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provide lithology, color, and texture of Stone Facing for Pier Shafts

**SME CONTACT – landscape architecture**

**and**

**Structural Design**

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910.06 Stone Paving Block

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provide color, texture, and uniformity of Stone Paving Block

**SME CONTACT – landscape architecture**

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Section 911 – Signs, Sign Supports, and Delineators

911.01.01 Materials

**B. Retroreflective Sheeting.**

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BDC22S-12 dated Oct 05, 2022

Table 911.01.01-2 is changed to:

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

BDC22S-16 dated July 17, 2023

the second sign type in table 911.01.01-2 is changed to:

|  |  |  |
| --- | --- | --- |
| Table 911.01.01-2 Allowable Sign Sheeting Types | | |
| Sign Type | Test Method | Type |
| Regulatory and Warning Signs | ASTM D 4956 | Type III, Type VIII, Type IX or Type XI1 |
| Guide Signs Mounted on Steel “U” or Square Tube Posts | ASTM D 4956 | Type III, Type VIII, Type IX or Type XI |
| Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports | ASTM D 4956 | Type VIII, Type IX or Type XI2 |
| 1. Ground-mounted signs with white background shall be ASTM Type IX.  2. Do not use ASTM Type XI sheeting with any existing sign lighting improvement or signs that are lit. | | |

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

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911.01.02 Fabrication

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BDC23S-02 dated Mar 13, 2023

**A. Sign Panels.**

The second paragraph in Part A is changed to:

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in Table 911.01.02-1. Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the 2004 Edition of Standard Highway Signs and Markings Book. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

BDC22S-16 dated July 17, 2023

the third paragraph of part a is changed to:

For multiple panel signs, use 1 foot wide extruded sections bolted together. Join sign panel sections together at the flanges with 3/8 inch bolts. Attach the sign panels to vertical supports, ensuring that the span between vertical supports is a maximum of 18 feet. Do not use extruded sign panels with steel “U” or square tube post sign supports. Use the same material and color for trim molding that is used for the sign face.

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

**C. Legends and Borders.**

The first paragraph in Part C is changed to:

The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the 2004 Edition of Standard Highway Signs and Markings Book. Ensure that the lettering is aligned, spaced, and sized according to 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the working drawings. Apply the legend and borders using the following methods:

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911.01.04 Acceptance Inspection

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BDC23S-02 dated Mar 13, 2023

The first paragraph is changed to:

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

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911.02 Sign Supports

911.02.01 Steel “U” Post Sign Supports

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BDC22S-16 dated July 17, 2023

the subpart is renamed to:

911.02.01 Steel “U”and Square Tube Post Sign Supports

The following is added at the end:

Use steel “U” post sign supports conforming to ASTM A 499, Grade 50 or 60, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the steel “U” post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for “U” posts.

Use square steel tube post sign supports conforming to ASTM A 1011, Grade 50, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the square steel tube post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for square steel tube posts.

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Section 912 – Paints, Coatings, Traffic Stripes, and Traffic Markings

912.01.04 Concrete Stain

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BDC20S-10 dated Sep 11, 2020

The subsection is changed to:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellant. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

|  |  |  |
| --- | --- | --- |
| Table 912.01.04-1 Requirements for Concrete Stain | | |
| Property | Value | ASTM Test Method |
| Dry – to – Touch Time | Max. 1 hour | D 1640 |
| Dry – to – Recoat Time | Max. 4 hour | D 1640 |
| Weight per Gallon | 11.0 + 0.5 lbs. | D 1475 |
| Weight Solids | 52 + 2% | D 2369 |
| Adhesion, Tape Test | Min. 4A | D 3359 |
| Gloss | Flat | D 523 |
| Weathering | <3.0 dE @ 3,000 hrs. | G 154 / D 4587 |
| VOC | <100 g/L | D 2369 |

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912.04.02 Removable Pavement Marking Tape

1. **Temporary Pavement Tape.**

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BDC22S-06 dated JUL 13, 2022

THE fourth paragraph in part a is changed to:

Provide a certification of compliance, as specified in 106.07, for temporary pavement tape.

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1. **Removable Black Line Masking Tape.**

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BDC22S-06 dated JUL 13, 2022

THE third paragraph in part b is changed to:

Provide a certification of compliance, as specified in 106.07, for removable black masking tape.

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Section 913 – Guide Rail, Fence, Railing, and Box Beam

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BDC21S-13 dated mAR 21, 2022

913.04 Box Beam for Construction Barrier Curb

The first paragraph is changed to:

Ensure that the box beam is made of cold-formed welded and seamless structural tubing. Ensure that the box beam conforms to ASTM A 500, Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes, Grade C.

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Section 914 – Joint Materials

914.04.03 Modular

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BDC21S-08 dated NOV 18, 2021

The SUBPART is renamed TO:

914.04.03 Modular Expansion Joint Assemblies

**B. Materials.**

Part 1 is changed to:

1. Use structural steel conforming to the requirements of AASHTO M 270M / M 270 (ASTM A 709 / A 709M), Grade 50, or Grade 50W with Zone 2 CVN requirements for centerbeams, supporting beams, and yokes. Use structural steel AASHTO M 270 M / M (ASTM A 709 / A 709M) Grade 36, Grade 50, or Grade 50W for other steel components. Do not use aluminum components.

Part 3 is changed to:

3. Use PTFE that is 100 percent virgin material, woven PTFE fabric, or dimpled PTFE conforming to the material requirements in Section 14 of the AASHTO LRFD Bridge Design Specifications, and Section 19 of AASHTO LRFD Bridge Construction Specifications.

The 2nd PARAGRAPH is changed to:

Perform prequalification tests, Open Movement and Vibration (OMV) testing and Seal Push-Out (SPO) testing, according to AASHTO LRFD Construction Specifications Section 19/A19 and provide testing report. Certify that the tested modular expansion joint assembly has passed the prequalification tests required in AASHTO LRFD Construction Specifications.

The following is added AT THE end:

Provide certification that materials of bearings, springs, and equidistant devices used in the project product are identical to those used in the prequalification tests in material composition and formulation, and conform to the same manufacturing process, fabrication procedure, and configuration as those used in the prequalification tests. In addition, certify that these materials and fabrication procedures are as per working drawing plans and specifications provided by the manufacturer at the time of approval.

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Section 915 – Timber and Timber Treatment

915.04 Dimension Lumber, Timber, and Decking for Structures

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BDC22s-08 dated JAN 13, 2023

the First paragraph is changed to:

Use dimension lumber, timber, glued-laminated timber, and decking for structures that conform to AASHTO M 168 with the following modifications:

1. Manufacture dimension lumber and timber from Southern pine or Douglas fir of structural grade that conforms to the grading rules of the Southern Pine Inspection Bureau or the Western Lumber Inspection Bureau. Ensure that the grading is performed by an agency approved by the Board of Review of the American Lumber Standards Committee. Use Southern pine that is designated and graded as No. 2 if 2 to 4 inches nominal thickness and as No. 1 if 5 inches nominal thickness or thicker. Use Douglas fir that is designated and graded as Dense No. 1.

2. For decking subjected to vehicular traffic, use timber that is graded as No. 1 Dense Southern Pine or   
Douglas-fir lumber and timbers . Dress timber for bridge decking square edged S4S.

3. For decking used exclusively by pedestrians, use No. 1 grade Southern Pine or Douglas-fir lumber and timbers that are dressed square edged S4S.

4. Treat timber as specified in 915.05, except do not preserve timber railing systems and decking used by pedestrians with creosote. In addition, do not preserve timber decking to be covered with an HMA overlay with creosote.

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915.05 Timber Treatment

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BDC22s-08 dated JAN 13, 2023

The entire subsection is changed to:

Treat wood species according to AASHTO M 133 and AWPA Standards U1-20 and T1-20, including those as summarized in Table 915.05-1, Table 915.05-2, and Table 915.05-3.

|  |  |  |  |
| --- | --- | --- | --- |
| Table 915.05-1 Treatment for Sawn Timber Posts | | | |
| Type of Wood | Location/Environment | AASHTO Treatments | AWPA Standard Reference for Minimum Retention Level |
| Southern Pine | Soil or Fresh Water | CCA or Pentachlorophenol | UC4A |
| Douglas Fir | Soil or Fresh Water | ACZA | UC4A |

|  |  |  |  |
| --- | --- | --- | --- |
| Table 915.05-2 Treatment for Round Timber Piles | | | |
| Type of Wood | Location/Environment | AASHTO Treatments | AWPA Standard Reference for Minimum Retention Level |
| Southern Pine | Soil or Fresh Water | CCA | UC4C |
| Southern Pine | Marine | CCA | UC5B |
| Douglas Fir | Soil or Fresh Water | ACZA | UC4C |
| Douglas Fir | Marine | ACZA | UC5B |

|  |  |  |  |
| --- | --- | --- | --- |
| Table 915.05-3 Treatment for Timber Sheet Piling and Timber for Structures | | | |
| Type of Wood | Location/Environment | AASHTO Treatments | AWPA Standard Reference for Minimum Retention Level |
| Southern Pine | Soil or Fresh Water | CCA or Pentachlorophenol | UC4B |
| Southern Pine | Marine | CCA | UC5B |
| Douglas Fir | Soil or Fresh Water | ACZA | UC4B |
| Douglas Fir | Marine | ACZA | UC5B |

Notify the ME at least 14 days before treating timber. If directed by the ME, perform an assay to determine the retention of preservative according to AASHTO M 133 and referenced AWPA standards. Submit certification of compliance as specified in 106.07. Attach the assay report to the certification.

The use of uncoated pressure-treated timber using the above timber treatments, as specified in Table 915.05-1, Table 915.05-2, and Table 915.05-3, may not be permitted in areas containing shellfish or submerged aquatic vegetation, or in other environmental sensitive areas. Alternative materials, such as plastic, natural cedar or other untreated wood, polymer coated pressure-treated wood, concrete or other inert products, may be required by regulatory agencies. Prior to using treated timber products, contact the NJDOT Bureau of Landscape Architecture and Environmental Solutions or the Division of Environmental Resources, as appropriate.

All lumber and timber, including those specified in Table 915.05-1, Table 915.05-2, and Table 915.05-3, must be pressure treated according to current AWPA or AASHTO M 133 standards. Preservatives are subject to EPA Guidelines 2004 with restricted use of CCA preservatives.

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Section 917 – Landscaping Materials

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917.07 Sod

Specify if required other SOD

**SME CONTACT – landscape architecture**

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917.08 Plant Materials

**H. Inspection.**

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complete and include THE FOLLOWING if the time frame for the delivery notification to the RE is other than 72 hours

**sme contact – landscape architecture**

Notify the RE at least \_\_\_\_ (hours or days) in advance of delivery to the Project Limits for installation.

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Section 919 – Miscellaneous

919.05 Geomembrane Liner

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BDC19s-09 dated JAN 14, 2020

Table 919.05-1 is changed to:

|  |  |  |
| --- | --- | --- |
| Table 919.05-1 Requirements for HDPE Resin | | |
| Property | Test Method | Requirements |
| Specific Gravity  (Resin & Carbon Black) | ASTM D 792 | > 0.940 |
| Melt Index | ASTM D 1238 | < 0.4 g/10 min |
| Carbon Black Content | ASTM D 1603 | 2 – 3 % |

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Division 1000 – Equipment

Section 1001 – Traffic Control Equipment

1001.01 Flashing Arrow Board

SUBSECTION HEADING AND The entire TEXT ARE changed to:

1\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*1

BDC23S-02 dated Mar 13, 2023

1001.01 Arrow Board

Provide either Type A or Type C or both types of arrow boards. Ensure the arrow board elements conform to the MUTCD and the following requirements:

1. Non-reflective, black boards equipped with battery-operated amber lights.

2. A minimum peak luminous intensity of 8,800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1,500 candelas when the ambient light level drops to 5 foot-candles.

3. A light on the rear face of the board to indicate that the lights are operating.

4. Solid state controls with polarity and surge protection.

5. Panel operation controls mounted in a lockable enclosure.

Ensure the arrow boards are equipped with a diesel charged battery system. Do not use gasoline powered systems. With RE approval, the Contractor may use the arrow boards equipped with solar charged battery systems in non-moving operations. The Department may require a solar charged battery system in noise sensitive areas.

Securely mount arrow boards on a manufacturer-approved 2 wheeled towing trailer.

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1001.03 Traffic Control Truck with Mounted Crash Cushions

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BDC23S-02 dated Mar 13, 2023

The entire subsection is changed to:

Provide a truck affixed with a bed-mounted type C arrow board, as specified in 1001.01, and a rear mounted crash cushion. Ensure the weight of the truck with the type C arrow board and the rear mounted crash cushion is minimum total weight of 10 tons. The Contractor may use ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

1. Meets crash-worthiness requirements as specified in 159.03.02.

2. Designed to be attached to the rear of a truck.

3. Equipped with a 90 degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.

4. If equipped with energy absorbing modules, ensure that they are painted yellow.

5. Displays alternating 6 inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted “V” chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.

6. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.

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include the following subsections if ANY OF THESE equipment are REQUESTED BY Traffic Operations

**sme CONTACT – TrAFFIC OPERATIONS**

The following subsection is added:

1001.04 Portable Variable Message Sign with Remote Communication

Provide a NTCIP compliant portable variable message sign as described under 1001.02 with the exceptions noted below and each equipped with broadband cellular modem.

Ensure that the sign panel is color full matrix model that displays a combination of letters and graphic images.

Ensure that the sign panel is capable of displaying 3 lines of text with variable size characters.

Ensure 9 characters are displayed per line for posting travel times. For this 9 character requirement, smaller size characters may be allowed that meets MUTCD guidelines.

Ensure that the panel is also capable of displaying 8 characters per line with a minimum character height of 18 inches.

Ensure that the PVMSRC can be integrated with the Department’s central DMS control software for remote operation.

1001.05 Portable Trailer Mounted CCTV Camera Assembly

2\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*2

these specifications are for portable cameras for use by toc. if construction management requests a camera for construction use SPECIFICALLY document their requirement and revise the specifications to meet their requirement (whether streaming video archiving or high mp snap shots archiving is required). when both toc and construction management requests this item in the same project include two separate pay items and list the differences in the two pay items. in that case, the standard pay item is to be used for both items with the description ending with “toc use” or “construction use”.

**sme CONTACTs – TrAFFIC OPERATIONS, Mobility and Systems Engineering (MSE) & bureau of construction management**

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

**A. Trailer Platform**

1. Maximum size, including tongue, 14 feet long by 7 feet wide by 8 feet high.

2. NJDOT approved lighting package to include electrical brake and marker lights with wire connections.

3. Primed and painted with powder coated orange color.

4. Fitted with manual telescoping outriggers with adjustable jacks sized to counter full mast extension.

5. Four 3,500 pounds, drop leg, top wind screw jacks.

6. All equipment secured to prevent theft or separation from platform.

7. 24/7 operation in all weather conditions.

8. One locking NEMA-4 equipment box for operational controls.

9. Removable wheels (with wheel locks) when trailer is in deployed position.

10. Operation manual with a copy placed in the storage bin.

**B. Mast**

1. 150 pounds payload capacity.

2. 29 feet to 32 feet of extension with capability to mount antenna at 20 feet, 25 feet or at the top, 10 feet maximum nested length of mast - 3 to 9 sections.

3. Un–guyed.

4. Driven by galvanized steel cable.

5. Spiral conduit for cables.

6. Compactly retractable when nested into storage container at the bottom, and foldable for easy transport.

7. Operated by a power winch with a safety brake.

8. Capable of being raised or lowered during sustained wind speeds of 30 miles per hour.

**C. Power Source**

Equip the PTMCCA with either a diesel charged or a solar charged battery system. Ensure that the PTMCCA is also capable of operating on 120 volt AC electrical service. The Department may require a solar charged battery system in noise sensitive areas. Provide the power with a battery backup system capable of providing continuous operation when the primary power source fails. Ensure that the power source meets the following requirements:

**1. Diesel**. Ensure that the fuel tank is capable of operating the sign for a period of 72 hours without refueling. Equip with an exhaust muffler and a United States Department of Forestry approved spark arrester. Ensure that the engine is shock mounted to reduce vibration and locked in a ventilated enclosure.

**2. Solar.** Provide solar panels capable of recharging the batteries at a rate of 4 hours of sun for 24 hours of camera usage. Ensure that the battery capacity is capable of operating the sign for a period of 18 days without sunlight.

**D. Electronics**

1. Cellular (CDMA), microwave, or 802.11 bandwidth option.

2. Work lights in all cabinets.

3. Remote trailer diagnostics (battery level, charging output, etc.)

**E. Camera and Software**

Ensure that the camera has the following characteristics:

1. Dome Camera in a heavy duty plastic dome or with a weather resistant case.

2. Impact resistant viewing window.

3. Minimum resolution of NTSC 704 (H) x 480 (V).

4. Backlight compensation.

5. Image stabilization.

6. Light Sensitivity 0.02 lux NIR Mode.

7. Auto Focus with Manual Focus capability.

8. Auto White Balance with Manual White Balance capability.

9. Motorized Zoom up to 16x optical, 10x digital.

10. Motorized Pan-Tilt, pan 360°, tilt 180°.

11. Thermostatically controlled heater and defroster -50° to 140°F operating range.

12. Windshield wiper.

13. 24/7 operation in all weather conditions.

14. Time and date stamp.

Ensure the software provides the following functionality:

1. Remote control of pan, tilt, and zoom.

2. Display of streaming video in MPEG format, motion-JPEG, and single snapshot JPEG images, remotely interchangeable by using central software.

3. Preset controls of pan/tilt/zoom combinations. Ensure all presets are accessible from a drop-down menu with descriptive name of preset. Set first 8 presets with quick-launch icons with graphical representation of the preset views.

4. Display of all the project’s webcams in a single view screen.

5. Display of local time and weather conditions including temperature and humidity.

6. Saving images and sending email images.

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confirm with toc if project specific archiving is required or not and revise # 7 accordingly, meeting their requirement.

**sme CONTACT – TrAFFIC OPERATIONS**

7. Viewing archived images via a graphical calendar control and storing archived images at least every 5 minutes.

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8. Three levels of password protection: administrator, user, and guest individual user accounts.

9. Monitoring and controlling the cameras using web access.

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Section 1003 – HMA Site Equipment

1003.01 Materials Transfer Vehicle (MTV)

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BDC 20S-05 dated jun 5, 2020

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure the MTVs Gross Weight and maximum speed limit do not exceed the load restrictions as shown in 105.09 Special Provisions.

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Section 1008 – Miscellaneous Equipment

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BDC23s-08 dated jun 6, 2023

THE FOLLOWING SUBSECTION IS ADDED:

1008.07 Concrete Vertical Curb Saw

Provide a power-driven vertical curb saw with horizontally-oriented blade capable of sawing to the required dimensions without causing uncontrolled cracking. Equip the vertical curb saw with water-cooled, circular, diamond-edge blades or abrasive wheels, and alignment guides. Ensure that the vertical curb saw is capable of immediately collecting the slurry produced from the operations. The Contractor may use a vertical curb saw that does not collect slurry if the RE approves an alternate slurry collection method.

When sawcutting grooves, use a multi-bladed saw with an adequate number of blades and alignment wheels.

Provide within the Project Limits spare saw blades and at least one standby saw that meets the above requirements.

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Section 1009 – HMA Plant Equipment

1009.01 HMA Plant

**A. Requirements for HMA Mixing Plants.**

**8. Safety.**

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BDC20S-09 dated Jul 6, 2020

THE third paragraph is changed to:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

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NJDOT Test Methods

NJDOT R-1 – Determining Ride Quality of Pavement Surfaces

**B. Apparatus.**

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BDC21S-06 dated Jun 11, 2021

Part b is changed to:

Use the following apparatus:

1. Class 1 IPS that meets the requirements of ASTM E 950, Sections 4.0, 5.0 and 6.0 of AASHTO M 328, and the following:

a. Valid certification.

b Recertification after any major component repairs or replacements.

c. The data system provides the raw profile data in format readable in ProVal.

d. Current version of pavement profile analysis software installed on the IPS computer to compute the IRI.

2. Base plate and gauge blocks, of 1 inch and 2 inch thickness, provided by the manufacturer to verify daily vertical calibration.

3. Retro-reflective traffic marking tape or other approved mechanism to automatically trigger the start and stop of profile measurements.

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**C. Procedure.**

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BDC21S-06 dated Jun 11, 2021

Part C is changed to:

Perform the following steps:

1. Turn on the inertial profiler and warm up all electronic equipment in accordance with the manufacturer recommendations before testing.

2. Perform Block and Bounce tests each day before collecting data. Record the results in the calibration log. Ensure tolerances are within the certified limits.

3. Ensure retro-reflective traffic marking tape or other approved mechanism is placed at the beginning and end of each direction of travel lane.

4. Enter project information in the test equipment system.

5. Make provisions to start and stop recording profile at the beginning and end of testing. If an automatic trigger mechanism is not installed, make provision to initiate start and end of data recording manually by pressing an appropriate key(s) on the computer.

6. Ensure that the required speed, as recommended by the manufacturer, is achieved and that the system is collecting profile data before recording profile.

7. For each test section, perform 3 test runs to collect data of both wheel paths of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. Lanes are defined by striping.

8. Save data from each run separately before the next run or lane testing, clearly identifying each test run, lane identification, and run number.

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Attachments

Depending on the project funding include as follows:

INclude fhwa attachments for FHWA funded projects

OR

INclude state attachments for wholly state funded projects

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upon receiving the information, fill in the blank (GOALS FOR THIS PROJECT) on the appropriate FHWA attachment.

(FHWA ATTAchment NO. 1 for ESBE or FHWA attachment NO. 1 for DBE)

delete the inappropriate fhwa ATTACHMENT

FEDERAL AID PROJECT ATTACHMENT 1

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

**A. Utilization of Disadvantaged Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontracts in accordance with USDOT requirements.

**B. Policy.** It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141); FAST-ACT, Fixing America's Surface Transportation Act (P.L. 114-94, December 4, 2015); and Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Disadvantaged Business Enterprise requirements of 49 CFR, Part 26 et seq. apply to this agreement.

**C. Definitions**

**1. Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:

a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.

**2. Socially and economically disadvantaged individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual’s control.

a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group;

b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(1) Black Americans,” which includes persons having origins in any of the Black racial groups of Africa

(2) Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race

(3) Native Americans,” which includes persons who are enrolled members of a Federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians

(4) Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong

(5) Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

(6) Women

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(8) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

**3. Commercially Useful Function (CUF).** A DBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

**4. Transaction expeditor (broker).** A DBE who arranges or expedites transactions and who arranges for material drop shipments.

**5. DBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**6. DBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.

**7. Good faith effort (GFE).** Efforts to achieve a DBE goal or other requirement of 49 CFR Part 26, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as DBEs in the state where the contract is being let are consequently not good faith efforts to meet a DBE contract goal.

**8. Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.

**D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E. Contractor’s DBE Obligations.** Ensure that DBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR, Part 26 and the Contract to ensure that DBEs are given equal opportunity to compete for and to perform on the Department’s Federal Aid Projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.

1. Post Award Obligations

a. Give DBEs equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.

b. Attempt to obtain qualified DBEs to perform the work. A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at: <https://njucp.dbesystem.com/>.

2. Affirmative Action After Award of the Contract

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

(1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.

(2) Submit the Post-Award Minority Certification (Part IV of the DC-18A Request for Approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.

(3) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(4) Notification of a DBE firm’s termination will be as specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm’s ethnic classification, whether the firm is a DBE and the detailed reason(s) for termination.

**b. Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as DBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

(1) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(2) Notification of a DBE firm’s termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm’s ethnic classification, whether the subcontractor is a DBE and the detailed reason(s) for termination.

**c. Meeting Contract DBE Goal.** Report attainment toward meeting the Contract DBE goal by submitting monthly, all DBE participation, to the Department’s RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all DBEs used on the Contract to meet the Contract goal, the specific Contract work items each DBE is performing, whether the DBE is performing full or partial work on the items, and the amount paid to each DBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

**d. Termination, Substitution or Replacement of DBEs.** Make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Contract with another certified DBE, to the extent needed to meet the Contract DBE goal. Notify the DCR/AA immediately of the DBE’s inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a DBE subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 – Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement DBE firm(s), type of work performed, specific Contract work items, whether the DBE is performing full or partial work on the items, dollar value and percent of total Contract for each DBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR-266. Submit along with the revised CR-266: 1) a completed Confirmation of DBE Firm (Form CR-273) to demonstrate direct written confirmation from each DBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor’s CR-266, and if applicable; 2) a completed DBE Regular Dealer/Supplier Verification (Form CR-272) for all DBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed DBE Trucking Verification (Form CR-274) for all DBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of DBEs shall be made as specified in Section 108. Termination or replacement of DBEs cannot be made without prior written approval of the Department as per 108.01.

**e. Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for DBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval. The Department’s DCR/AA has sole authority to determine whether the Contractor is meeting the Contract DBE goal or made adequate good faith efforts to do so.

**F. DBE Goals for the Contract.** This Contract includes a goal of awarding \_\_\_\_\_\_\_ percentage of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

The Department’s DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

**G. Counting DBE Participation.**

1. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to the award of the Contract. All DBEs working on the Contract must be certified DBEs. To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE subcontractor certified after the contract is executed. To be eligible to obtain DBE credit, a DBE subcontractor must be certified before the subcontract on which it is working is executed.

2. The Department determines the percentage of DBE participation that will be counted toward the Contract DBE goal in accordance with 49 C.F.R. Part 26.55 et seq.

3. The Contractor will count DBE participation toward the Contract DBE goal only the value of the work actually performed by a certified DBE and only if the DBE performs a commercially useful function in the work of a contract as per 49 CFR, Subpart C, Part 26.55(c) and the Contract.

4. The Department will count DBE participation for DBE trucking firms in accordance with 49 C.F.R. Part 26.55 et seq. The DBE can count the entire value of services performed by DBE trucks. The DBE can count the value of non-DBE trucking services up to the value of services performed by DBE trucks used on the Contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

5. The Department will count DBE participation for DBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R Part 26.55 et seq. Transaction expeditors/brokers will not receive DBE credit for any portion of the cost of the materials and supplies themselves toward the Contract DBE goal. For brokers, only the DBE’s fee or commission, and no part of the cost of the goods, count towards DBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a “regular dealer” in a given transaction, it is awarded DBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the DBE adds to transaction and the risks that it takes.

6. If the Contractor is a certified DBE, payments made to the Contractor for work that the Contractor is certified to perform, and performed by the Contractor will be applied toward the Contract DBE goal. Payments made to the Contractor for work performed by non-DBEs will not be applied toward the Contract DBE goal.

7. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract DBE goal only if the subcontractor itself is a certified DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, cannot be counted towards the Contract DBE goal.

**H. Commercially Useful Function**

**1. Performance of Work.** The DBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. DBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The DBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.

**2. Managing Work.** The DBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The DBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the DBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery; installing, (where applicable), and paying for the material and supplies itself, for the project.

**3. Responsibility of Work.** A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

**4. Equipment of DBE.** The DBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the DBE firm, or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the DBE firm.

**5. Lease of Equipment.** A DBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor’s payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the DBE. The DBE is expected to provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.

**6. DBE Trucking.** DBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting DBE goals will not be allowed. The DBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

The DBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The DBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE may also lease trucks from non-DBEs and owner-operators. Bona fide lease agreements must be for the length of time needed by the DBE on the Contract and signed by both the DBE and the firm(s), either certified DBE or non-DBE, from which the trucks will be leased. Leases must indicate that the DBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-DBE trucks, must display the name and USDOT identification number issued for interstate commerce, of the DBE firm on the outside of the truck. DBE firms are expected to use the same trucks for DBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm’s commencing work on the project. Prior to the DBE trucking firm beginning work on the Contract, DBE Trucking firms will be required to complete the DBE Trucking Verification (Form CR-274). The DBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department’s RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, DBE Certification number, company name and address, truck number, and commission or amount paid for all DBE and non-DBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for DCR/AA review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

**7. DBE Regular Dealers.** DBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

When the Contractor seeks credit toward the Contract DBE goal using DBE regular dealers, the DBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the DBE regular dealer and then signed by the Contractor. Submit the form to the Department as per Section E of this Special Provision for the DCR/AA’s review, approval and determination of credit toward the Contract DBE goal.

**8. DBE Manufacturers.** DBE manufacturers must be a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required for this Contract.

**9.** The Contractor shall not use a DBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of DBE participation.

**I. Good Faith Effort.** To demonstrate good faith efforts to meet the Contract DBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain DBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State’s directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

Should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

3. Providing interested DBEs with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them;

4. Negotiating in good faith with interested DBEs. Make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including DBE subcontractors. Take a firm’s price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor’s efforts to meet the Contract DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy the Contract DBE goal.

Inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE’s reasonable quote.

Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the Contractor fails to meet the Contract DBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final DBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department’s DCR/AA has sole authority to determine whether the Contractor met the Contract DBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

**J. Submission of Affirmative Action Program**

Contractors, subcontractors and professional service firms performing work for the Department are required to submit their company’s Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company’s comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.

2. Copy of document designating the company’s corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.

3. Copy of the company’s EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.

4. Copy of the company’s Sexual Harassment Policy on company letterhead.

5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.

6. Copy of document designating the company’s DBE Liaison Officer to administer the firm’s Disadvantaged Business Program.

7. DBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider DBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor’s ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. DBE Liaison Officer.** Designate a DBE Liaison Officer who shall be responsible for the administration of your DBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** Allegations of breach of any obligation contained in these DBE provisions and guidelines, will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

**N. Documentation**

**1. Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section [107](#Nondiscrimination_107_02) and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.

**2. Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. These records kept will be designed to indicate:

a. The names of DBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.

b. Work, services and materials which are not performed or supplied by the Contractor.

c. The actual dollar value of work subcontracted and awarded to DBEs, including specific Contract work items and cost of each work item.

d. The progress being made and efforts taken in seeking out and utilizing DBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.

e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of DBEs on the Contract.

f. Records of all DBEs and non-DBEs who have submitted quotes/bids to the Contractor on the Contract.

g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting DBE utilization on the Contract.

h. Documentation outlining EEO workforce information for the Contract.

i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.

**3. Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with DBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department’s Inspector General or U.S. DOT, or both, and prosecution by the State Attorney General’s Office or U.S. Department of Justice, or both.

**4. Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the Federal funding agencies.

**O. Prompt Payment to Subcontractors.** On Federal Aid Projects, payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.

**P. Non-Compliance.** Failure by the Contractor to comply with the DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

FEDERAL AID PROJECT ATTACHMENT 1

EMERGING SMALL BUSINESS ENTERPRISE UTILIZATION

**A. Utilization of Emerging Small Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontracts in accordance with USDOT requirements.

**B. Policy.** It is the policy of the Department that Emerging Small Business Enterprises, as defined in Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. In furtherance of this policy the Department has established an Emerging Small Business Enterprise Program. This program is designed to promote participation and shared economic opportunity by smaller firms who qualify as ESBEs in NJDOT contracts and is undertaken pursuant to the authority contained in 49 CFR Part 26 et seq.

**C. Definitions**

**1. Emerging Small Business Enterprise (ESBE).** A for-profit small business concern classified as a small business pursuant to the appropriate Small Business Administration regulations:

a. That is at least 51 percent owned by one or more individuals who are economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

b. Whose management and daily business operations are controlled by one or more of the economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.

**NOTE: DBEs automatically qualify as ESBEs.**

**2. Owned and Controlled.** Defined as: that at least 51% of the ownership interests as well as the management and daily business operations of the firm reside in individuals whose personal net worth does not exceed the requirements established in 49 CFR, Part 26.

**3. Commercially Useful Function (CUF).** An ESBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. . To perform a commercially useful function, the ESBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies itself for the project.

**4. Transaction expeditor (broker).** An ESBE who arranges or expedites transactions and who arranges for material drop shipments.

**5. ESBE regular dealer.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**6. ESBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.

**7. Good faith effort (GFE).** Efforts to achieve an ESBE goal or other requirement of the ESBE Program and of 49 CFR Part 26, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as ESBEs in the state where the contract is being let are consequently not good faith efforts to meet an ESBE contract goal.

**8. Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.

**D Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E. Contractor ESBE Obligations.** Ensure that ESBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Contract to ensure that ESBEs are given equal opportunity to compete for and perform on the Department’s Federal Aid Projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.

1. Post Award Obligations

a. Give ESBEs equal consideration with minority firms in negotiation for any subcontracts, purchase orders or leases.

b. Attempt to obtain qualified ESBEs to perform the work. A directory of certified Emerging Small Business Enterprise firms may be found in the Emerging Small Business (ESBE) Program online directory at: <http://www.state.nj.us/transportation/business/civilrights/pdf/ESBEDirectory.pdf>.

2. Affirmative Action after Award of the Contract

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

(1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.

(2) Submit the Post-Award Minority Certification (Part IV of the DC-18A Request for approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.

(3) Efforts made to identify and retain an ESBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original ESBE prove unsuccessful, shall be followed as specified for DBE subcontractors as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(4) Notification of an ESBE firm’s termination will be as specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm’s ethnic classification, whether the firm is an ESBE and the detailed reason(s) for termination.

**b. Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as ESBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

(1) Efforts made to identify and retain an ESBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original ESBE prove unsuccessful, shall be submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(2) Notification of an ESBE firm’s termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm’s ethnic classification, whether the firm is an ESBE and the detailed reason(s) for termination.

**c. Meeting Contract ESBE Goal.** Report attainment toward meeting the Contract ESBE goal by submitting monthly, all ESBE participation, to the Department’s RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all ESBEs used on the Contract to meet the Contract goal, the specific Contract work items each ESBE is performing, whether the ESBE is performing full or partial work on the items, and the amount paid to each ESBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

**d. Termination, Substitution or Replacement of ESBEs.** Make good faith efforts to replace an ESBE that is terminated or has otherwise failed to complete its work on the Contract with another certified ESBE, to the extent needed to meet the Contract ESBE goal. Notify the DCR/AA immediately of the ESBEs inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of an ESBE subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 – Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement ESBE firm(s), type of work performed, specific Contract work items, whether the ESBE is performing full or partial work on the items, dollar value and percent of total Contract for each ESBE subcontractor. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR-266. Submit along with the Revised CR-266: 1) a completed Confirmation of ESBE Firm (Form CR-273) to demonstrate direct written confirmation from each ESBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor’s CR-266, and if applicable; 2) a completed ESBE Regular Dealer/Supplier Verification (Form CR-272) for all ESBE Regular Dealers/Suppliers listed on the Revised CR-266 form, and if applicable; 3) a completed ESBE Trucking Verification (Form CR-274) for all ESBE truckers listed on the Revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of ESBEs shall be made as specified in Section 108. Termination or replacement of ESBEs cannot be made without prior written approval of the Department as per 108.01.

**e. Submission of Good Faith Documentation.** If the Contractor is unable to meet the Contract goal for ESBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.

**F. ESBE Goals for This Contract.** This Contract includes a goal of awarding \_\_\_\_\_\_\_ percentage of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as ESBEs.

The Department’s DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract ESBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

**G. Counting ESBE Participation.**

1. Each ESBE is subject to a certification procedure to ensure its ESBE eligibility status prior to the award of the Contract. All ESBEs working on the Contract must be certified ESBEs. To receive ESBE credit toward meeting a contract goal in the context of the contract award process, an ESBE firm must be certified before the due date for bids or offers on the Contract. There may be situations after the award of the Contract, however, in which it is appropriate to count ESBE credit for the use of an ESBE subcontractor certified after the contract is executed. To be eligible to obtain ESBE credit, an ESBE subcontractor must be certified before the subcontract on which it is working is executed.

2. The Department determines the percentage of ESBE participation that will be counted toward the Contract ESBE goal in accordance with 49 C.F.R. Part 26.55 et seq.

3. The Contractor will count ESBE participation toward the Contract ESBE goal only the value of the work actually performed by a certified ESBE and only if the ESBE performs a commercially useful function in the work of a contract in accordance with 49 CFR, Subpart C, Part 26.55(c) and the Contract.

4. The Department will count ESBE participation for ESBE trucking firms in accordance with 49 CFR Part 26.55 et seq. The ESBE can count the entire value of services performed by ESBE trucks. The ESBE can count the value of non-ESBE trucking services up to the value of services performed by ESBE trucks used on the Contract. ESBE participation can be counted for the value of services of non-ESBE trucks that exceed the value of the services performed by ESBE trucks only in the amount of the fee or commission a ESBE receives as a result of the lease arrangement.

5. The Department will count ESBE participation for ESBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R Part 26.55 et seq. Transaction expeditors/brokers will not receive ESBE credit for any portion of the cost of the materials and supplies themselves toward the Contract ESBE goal. For brokers, only the ESBE’s fee or commission, and no part of the cost of the goods, count towards ESBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a “regular dealer” in a given transaction, it is awarded ESBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the ESBE adds to transaction and the risks that it takes.

6. If the Contractor is a certified ESBE, payments made to the Contractor for work that the Contractor is certified to perform, and performed by the Contractor will be counted toward the Contract ESBE goal. Payments made to the Contractor for work performed by non-ESBEs will not be applied toward the Contract ESBE goal.

7. When an ESBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract ESBE goal only if the subcontractor itself is a certified ESBE. Work that an ESBE subcontractor subcontracts to a non-ESBE firm, cannot be counted towards the Contract ESBE goal.

**H. Commercially Useful Function.**

**1. Performance of Work.** The ESBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. ESBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The ESBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.

**2. Managing Work.** The ESBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The ESBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the ESBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.

**3. Responsibility of Work.** An ESBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The ESBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

**4. Equipment of ESBE.** The ESBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the ESBE firm, or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the ESBE firm.

**5. Lease of Equipment.** An ESBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor’s payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the ESBE. The ESBE shall provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.

**6. ESBE Trucking.** ESBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting ESBE goals will not be allowed. The ESBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

The ESBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The ESBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The ESBE may also lease trucks from non-ESBEs and owner –operators. Bona fide lease agreements must be for the length of time needed by the ESBE on the Contract and signed by both the ESBE and the firm(s), either certified ESBE or non-ESBE, from which the trucks will be leased. Leases must indicate that the ESBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-ESBE trucks must display the name and USDOT identification number issued for interstate commerce, of the ESBE firm on the outside of the truck. ESBE firms are expected to use the same trucks for ESBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm’s commencing work on the project. Prior to the ESBE trucking firm beginning work on the Contract, ESBE Trucking firms will be required to complete the ESBE Trucking Verification (Form CR-274). The ESBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department’s RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit with the CR-267 - Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (Form CR-271), identifying each truck owner, ESBE Certification number, company name and address, truck number, and commission or amount paid for all ESBE and non-ESBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA’s review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract ESBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

**7. ESBE Regular Dealers.** ESBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

When the Contractor seeks credit toward the Contract ESBE goal using ESBE regular dealers, the ESBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the ESBE regular dealer and then signed by the Contractor. Submit the form to the Department as per Section E of this Special Provision for the DCR/AA review, approval and determination of credit toward the Contract goal.

**8. ESBE Manufacturer.** ESBE manufacturers must be a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required for this Contract.

**9.** The Contractor shall not use an ESBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of ESBE participation.

**I. Good Faith Effort.** To demonstrate good faith efforts to meet the Contract ESBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain ESBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified ESBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all ESBEs listed in the State’s directory of transportation firms that specialize in the areas of work desired (as noted in the ESBE directory) and which are located in the area or surrounding areas of the project.

Solicit this interest as early in the acquisition process as practicable to allow the ESBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the ESBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by ESBEs in order to increase the likelihood that the ESBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate ESBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates ESBE participation.

3. Providing interested ESBEs with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them;

4. Negotiating in good faith with interested ESBEs. Make a portion of the work available to ESBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available ESBE subcontractors and suppliers, so as to facilitate ESBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of ESBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for ESBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including ESBE subcontractors. Take a firm’s price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using ESBEs is not in itself sufficient reason for failure to meet the Contract ESBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from ESBEs if the price difference is excessive or unreasonable.

5. Not rejecting ESBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor’s efforts to meet the Contract ESBE goal. Another practice considered an insufficient good faith effort is the rejection of the ESBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract ESBE goal.

Inability to find a replacement ESBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original ESBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement ESBE, and it is not a sound basis for rejecting a prospective replacement ESBEs reasonable quote.

Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested ESBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

7. Making efforts to assist interested ESBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ESBEs.

If the Contractor fails to meet the Contract ESBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final ESBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department’s DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract ESBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

**J. Submission of Affirmative Action Program**

Contractors, subcontractors and professional service firms performing work for the Department are required to submit their company’s Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company’s comprehensive EEO/Affirmative Action Plan, , with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer..

2. Copy of document designating the company’s corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead..

3. Copy of the company’s EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.

4. Copy of the company’s Sexual Harassment Policy on company letterhead.

5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer

6. Copy of document designating the company’s the company’s ESBE Liaison Officer to administer the firm’s Emerging Small Business Program.

7. ESBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider ESBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor’s ongoing responsibility, i.e., Emerging Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. ESBE Liaison Officer.** Designate an ESBE Liaison Officer who shall be responsible for the administration if your ESBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** Allegations of breach of any obligation contained in these ESBE provisions will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

**N. Documentation**

**1. Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section [107](#Nondiscrimination_107_02) and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.

**2. Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Emerging Small Business Enterprise Utilization obligations. These records kept will be designed to indicate:

a. The names of ESBE contractors, subcontractors, equipment lessors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.

b. Work, services and materials which are not performed or supplied by the Contractor.

c. The actual dollar value of work subcontracted and awarded to ESBEs, including specific Contract work items and cost of each work item.

d. The progress made and efforts taken in seeking out and utilizing ESBEs. This includes solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items.

e. Detailed written documentation of all correspondence, contacts, telephone calls, including names and dates, to obtain the services of ESBEs on the Contract.

f. Records of all ESBEs and non-ESBEs who have submitted quotes/bids to the Contractor on the Contract.

g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting ESBE utilization on the Contract.

h. Documentation outlining EEO workforce information for the Contract.

i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.

**3. Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with ESBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department’s Inspector General, or U.S.D.O.T., or both, and prosecution by the State Attorney General’s Office or U.S. Department of Justice, or both.

**4. Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the Federal funding agencies.

**O. Prompt Payment to Subcontractors.** On Federal Aid Projects, payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.

**P. Non-Compliance.** Failure by the Contractor to comply with the ESBE program, rules, regulations of 49 CFR Part 26 and these provisions in the administration of the Contract may result in denial or limit of credit toward the Contract ESBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future department contracts.

FEDERAL AID PROJECT ATTACHMENT 2

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES ON NJDOT FEDERAL AID PROJECTS

(23 CFR, PART 230, SUBPART A, APPENDIX A TO SUBPART A - SPECIAL PROVISIONS)

The Contractor is obligated to comply with the policies, procedures and guidelines relative to the implementation of an Equal Employment Opportunity Program on Federal and Federal Aid Highway construction contracts, except for those contracts awarded under 23 U.S.C. 117, and to the preparation and submission of reports pursuant thereto as per 23 CFR, Part 230, Subpart A, Appendix A to Subpart A - Special Provisions.

**A. General**

**1. Equal Employment Opportunity Requirements.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to 23 USC 140, as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in the Contract constitute the specific affirmative action requirements for project activities under this Contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

**2.** The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.

**3.** The Contractor, and all subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers, as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

**B. Equal Employment Opportunity Policy.** The Contractor will accept as its operating policy the following statement which is designed to further the provisions of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

**C. Equal Employment Opportunity Officer.** The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active EEO contractor program and who must be assigned adequate authority and responsibility to do so.

**D. Dissemination of Policy**

**1. Implementation.** All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommended such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure compliance with the above agreement, the following actions will be taken as a minimum:

**a. Initial Project Site Meeting.** Conduct an initial project site meeting with key supervisory and office personnel before or at the start of work, and then not less than once every 6 months, at which time the Contractor’s Equal Employment Opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

**b. EEO Obligations.** All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor’s equal employment opportunity obligations within 30 days following their reporting for duty with the Contractor.

**c.** All personnel 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 female employees.

**2.** Take the following actions to make the Contractor’s equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.:

a. Place notices and posters setting forth the Contractor’s equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.

b. Bring the Contractor’s equal employment opportunity policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, and/or other appropriate means.

**E. Recruitment**

1. When advertising for employees, include in all advertisements for employees the notation: “An Equal Opportunity Employer”. Publish all such advertisements in newspapers or other publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-group organizations. To meet this requirement, the Contractor will, through their EEO Officer, identify sources of potential minority and female group employees, and establish procedures with such identified sources whereby minority and female group applicants may be referred to the Contractor for employment consideration.

3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor’s compliance with the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).

4. Encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.

**F. Personnel Actions.** Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

1. Conduct a project site inspection at the start of work, and periodically thereafter, to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, and will resolve or attempt to resolve such complaints, within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, inform complainants of all their avenues of appeal.

**G. Training and Promotion**

1. Assist in locating, qualifying, and increasing the skills of minority and women who are applicants for employment or current employees.

2. Advise employees and applicants for employment of available training programs and entrance requirements for each.

3. Periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.

**H. On-the-Job Training.** The Contractor, as part of their equal employment opportunity affirmative action program, shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved on the project.

1. Apprenticeship and Training Programs

The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by the Department and the Federal Highway Administration. The Department will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journeyperson status in the craft concerned by the end of the training period.

Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, (BAT) or with a State apprenticeship agency recognized by USDOL BAT and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway contracts. Approval or acceptance of a training program shall be obtained from the DCR/AA prior to commencing work in the classifications covered by the Contractor’s training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the “Revised Standard Training Guidelines”. The Division will also review existing guidelines for revision based on the same process.

It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site and approved by DCR/AA. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.

2. Contractor Submission and Department Approval of the Initial Training Program

At or after the preconstruction conference, and prior to the start of Work, submit a Training Program to the RE for review and comments prior to DCR/AA review and approval. The Contractor’s training program shall include:

a. Number of trainees or apprentices to be trained in all selected Training Positions,

b. Standard Program Hours for all positions,

c. Estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,

d. Training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project’s work progress schedule,

e. Training Guidelines for all positions, and

f. Training that will be provided by the Contractor and provided by Subcontractors.

The number of apprentices and trainees shall be distributed among the work classifications on the basis of the Contractor’s needs and the availability of journey people in the various crafts within a reasonable area of recruitment. Submit timely, revised Training Programs, as required throughout the project to ensure that feasible and Maximum Available Training is provided. Maximum Available Training is defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training until hours are no longer available.

3. Assignment of Training to Subcontractors

In the event that portions of the Contract work are subcontracted, determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. Ensure that these Training Special Provisions are made applicable to such subcontracts.

4. Reimbursement of the Contractor for Providing Training

The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.

Pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project. Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

**I. Apprentice/Trainee Requirements of the Contract**

The number of training positions will be\_\_\_\_\_\_\_\_, where feasible, consisting of at least\_\_\_\_\_\_\_ APPRENTICES and \_\_\_\_\_\_\_\_TRAINEES. TRAINEE HOURS=\_\_\_\_\_\_\_\_\_\_.

Apprentices are defined as registered members of an approved apprenticeship program recognized by the United States Department of Labor (USDOL) Bureau of Apprenticeship and Training (BAT) or a New Jersey State apprenticeship agency recognized by USDOL BAT (e.g., New Jersey Department of Education). Graduates of the Pre-Apprenticeship Training Cooperative Program shall be classified as apprentices. Trainees are defined as skilled, semi-skilled or lower level management individuals receiving training per one of the approved NJDOT “Revised Standard Training Guidelines” (available from the DCR/AA).

Where feasible, assign at least 50% of the training positions to Skilled Crafts which include but are not limited to Carpenters, Dockbuilders, Electricians, Ironworkers and Operating Engineers.

1. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees

Apprentices or trainees should be in their first year of apprenticeship or training. Interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates on the Apprentice/Trainee Approval Memorandum (Form CR-1), via the RE, to the Division for review and approval or disapproval.

Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and women toward journeyperson status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and women, by conducting systematic and direct recruitment through public and private sources likely to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journeyperson status or in which he or she has been employed as a journeyperson. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete “Apprentice/Trainee Approval Memorandum” (Form CR-1) prior to the apprentice or trainee starting work on the project. Regardless of the methods used, the Contractor’s records should document the findings in each case.

Skilled craft trainees may complete up to 3,000 total training hours on Department projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journeyperson status upon completion of a training guideline and may complete up to three (3) different positions.

2. Documentation Required to be Signed by Apprentices or Trainees, and provided to the Department

Prior to the apprentice/trainee starting work on the project, submit an accurate, complete and signed Apprentice/Trainee Approval Memorandum for each apprentice/trainee to the RE for review, and final approval by DCR/AA. Once the notice that said apprentice/trainee has been approved to work on the Contract, said apprentice/trainee may start work on the Contract. No credit will be given for apprentices/trainees prior to said apprentice/trainee being approved by DCR/AA.

At the start of training, provide the RE and each apprentice or trainee with an applicable “Training Guideline” and, at the conclusion of training, an accurate and complete “Training Certificate for Reporting Hours to NJDOT” (Form CR-3), showing hours of training satisfactorily completed.

Maintain and submit an accurate and complete “NJDOT Contractor’s 1409 Quarterly Training Report” (Form-CR-1409) to the RE within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); also provide a copy to each apprentice or trainee.

Maintain and submit accurate and complete “Biweekly Training Reports” (Form CR-2) to the RE, and each apprentice or trainee, as periodic reports documenting their performance under the Contract.

3. Determining Good Faith Compliance of Contract Apprentice/Trainee Program

Per the approved program or guideline, provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.

Recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. Do not terminate apprentices or trainees prior to completion of their training program positions without Department consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the Contract.

The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions as specified in 23 CFR 230, Appendix B to Subpart A of Part 230 if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the Contract for a significant period.

Demonstrate all steps that have been taken in pursuance of enrolling minorities and women in the training program positions, prior to a determination as to whether the Contractor is in compliance with the Training Special Provisions of the Contract.

Submit to the RE written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith efforts and particularly addressing Maximum Available Training for incomplete training positions, per the procedure found in the revised “Instructions for Implementing the Training Special Provisions”.

4. Enforcement Measures and Contractor’s Rating

Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journeyperson is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of the Contract.

Per established procedures and scheduled Contract Compliance Reviews, the Contractor’s performance will be rated and reviewed periodically by the Department.

Failure of a Contractor to comply with the Training Special Provisions of the Contract, and as specified in 23 CFR Part 230, Appendix B to Subpart A of Part 230, may result in the actions as set forth as specified in Section 105.

**J. Unions.** If the Contractor relies in whole or in part upon unions as a source of employees, use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women within the unions, and to effect such union referrals to the construction project. Actions by the Contractor, either directly or through a contractor’s association acting as agent, will include the procedures set forth below:

1. Use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and women for union membership and increasing their skills in order for them to qualify for higher paying employment.

2. Use maximum effort to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

3. Obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and such labor unions refuse to furnish this information to the Contractor, certify to the Department and set forth what efforts have been made to obtain this information.

4. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Department.

**K. Subcontracting**

1. Use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. The Contractor may use lists of minority-owned construction firms as issued by the Department.

2. Ensure subcontractor compliance with the Contract Equal Employment Opportunity obligations.

**L. Records and Reports**

1. Maintain records necessary to determine compliance with the Contractor’s equal employment opportunity requirements. Documents will include the following:

a. Number of minorities, non-minorities, and women employed in each work classification on the Contract.

b. 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 work force).

c. Progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

d. Progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.

2. All such documents must be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal funding agencies.

FEDERAL AID PROJECT ATTACHMENT 3

REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON NJDOT FEDERAL AID PROJECTS

(MINORITY AND WOMEN WORK EMPLOYMENT GOAL OBLIGATIONS)

**A. Employment Goals.**

The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor’s aggregate work force in each trade, on all construction work are:

|  |  |  |
| --- | --- | --- |
| Minority And Women Employment Goal Obligations  For Construction Contractors and Subcontractors on Federal Aid Projects | | |
| County | Minority Participation | Women Participation |
| Percent | Percent |
| Atlantic | 18.2 | 6.9 |
| Bergen | 22.6 | 6.9 |
| Burlington | 17.3 | 6.9 |
| Camden | 17.3 | 6.9 |
| Cape May | 14.5 | 6.9 |
| Cumberland | 16.0 | 6.9 |
| Essex | 17.3 | 6.9 |
| Gloucester | 17.3 | 6.9 |
| Hudson | 12.8 | 6.9 |
| Hunterdon | 17 | 6.9 |
| Mercer | 16.4 | 6.9 |
| Middlesex | 5.8 | 6.9 |
| Monmouth | 9.5 | 6.9 |
| Morris | 17.3 | 6.9 |
| Ocean | 17 | 6.9 |
| Passaic | 12.9 | 6.9 |
| Salem | 12.3 | 6.9 |
| Somerset | 17.3 | 6.9 |
| Sussex | 17 | 6.9 |
| Union | 17.3 | 6.9 |
| Warren | 1.6 | 6.9 |

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor’s compliance with the Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4(3)a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade. Make a good faith effort to employ minorities and women evenly on each project. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor’s goals is a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

If a project is located in more than one county, the minority work hour goal, only, will be determined by the county which serves as the primary source of hiring or, if workers are obtained almost equally from one or more counties, the single minority goal will be the average of the affected county goals.

**B. Reporting Requirements.**

1. Provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>.

a. On a monthly basis, submit Form CC-257R through the web based application within 10 days following the end of each reporting month.

b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month

c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.

3. All employment data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract, to report monthly employment data may result in payments being delayed or withheld as per 105.01, or impact the Contractor’s prequalification rating with the Department.

FEDERAL AID PROJECT ATTACHMENT 4

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS FOR NJDOT FEDERAL AID PROJECTS

(AS REQUIRED PER EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375 AND IMPLEMENTING REGULATIONS AT 41 C.F.R. PART 60)

A. As used in these Specifications:

1. Covered area means the County or Counties in which the Project is located.

2. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.

3. Employer identification number means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, US Treasury Department Form 941.

4. Minority includes:

a. Black (a person having origins in any of the black African racial groups not of Hispanic origin);

b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

c. Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).

B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. Implement the specific affirmative action standards provided in paragraphs F1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

D. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women excuses the Contractor’s obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.

F. Take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. Where possible, assign two or more women to each construction project. Specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under F2 above.

6. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor’s work force.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are provided in a manner such that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin cannot result. Do not require such segregated use by written or oral policies, nor tolerate such use by employee custom. Provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contraction and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (F1 through 16). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under F1 through 16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s noncompliance.

H. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

I. Do not use the goals and timetables or affirmative action standards to discriminate against any person because of race, creed, color, national origin, age, ancestry, nationality, gender, disability, sex, affectional or sexual orientation, gender identity or expression, religion, and liability for military service.

J. Do not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

K. Carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

L. Implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

M. Designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

O. Failure of the Contractor or subcontractors to comply with the nondiscrimination provisions of the Contract may result in payment being delayed or withheld as specified in 105.01; default as specified in 108.14, liquidated damages as specified in 108.20, or termination of the Contract as specified in 108.15.02 pending corrective and appropriate measures taken by the Contractor to the satisfaction of the Department.

FEDERAL AID PROJECT ATTACHMENT 5

STATE OF NEW JERSEY MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ON NJDOT FEDERAL AID PROJECTS

(N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq.)

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. l7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

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

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

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

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

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

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

a. The Contactor or subcontractor shall interview the referred minority or women worker.

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

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

d. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Department and the Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the Department by the Department of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the Department.

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

D. The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

It is the policy of the NJDOT that its contracts should create a work-force 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 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 contract with the Contractor. Payment may be withheld from a Contractor’s contract for failure to comply with these provisions.

Evidence of a “good faith effort” includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey Career Connections website, managed by the Department of Labor and Workforce Development, available online at: **Error! Hyperlink reference not valid.** <http://careerconnections.nj.gov/careerconnections/for_businesses.shtml>

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 solicitations 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. 17:27-1.1 et seq.

FEDERAL AID PROJECT ATTACHMENT 6

INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON NJDOT FEDERAL AID PROJECTS

The Contractor and subcontractors agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Contract.

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

A. Within one (1) working day commence an investigation of the complaint which shall include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.

B. Prepare and keep for its use and file a detailed written investigative report which includes the following information:

1. Investigatory activities and findings.

2. Dates and parties involved and activities involved in resolving the complaint.

3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.

4. A signed copy of resolution of complaint by complainant and Contractor.

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

C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.

D. Take appropriate disciplinary action against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.

E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complaint and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting an investigation is a subcontractor’s employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.

F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor’s employment discrimination investigation are protected.

In conjunction with the above requirements, the Contractor shall develop and post a written sexual harassment policy for its work force.

Failure by the Contractor and subcontractors to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

FEDERAL AID PROJECT ATTACHMENT 7

PAYROLL REQUIREMENTS FOR NJDOT FEDERAL AID PROJECTS

**A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:

1. Each employee’s full name and an individually identifying number, (e.g. the last four digits of the employee’s social security number) of each such employee.

2. The ethnicity and gender of each employee.

3. Each employee’s specific work classification (s).

4. Entries indicating each employee’s basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.

5. Each employee’s daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).

6. Each employee’s gross wage.

7. The itemized deductions made.

8. The net wages paid.

**B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the Copeland Act, as amended 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 the Department’s CR-347, or any form with identical wording. Each payroll submitted must be accompanied by a signed “Statement of Compliance”.

**C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.

**D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

**E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b.** Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The Contractor shall provide the Commissioner, throughout the duration of the Contract, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.). Completed forms should be emailed to: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov). If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625-110.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: https://nj.gov/labor/equalpay/equalpay.html

LWD forms may be obtained from the online web site at:

<https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf>

**FEDERAL AID PROJECT ATTACHMENT 8**

**FHWA-1273**

**REQUIRED CONTRACT PROVISIONS**

**FEDERAL-AID CONSTRUCTION CONTRACTS**

1. General
2. Nondiscrimination
3. Non-segregated Facilities
4. Davis-Bacon and Related Act Provisions
5. Contract Work Hours and Safety Standards Act Provisions
6. Subletting or Assigning the Contract
7. Safety: Accident Prevention
8. False Statements Concerning Highway Projects
9. Implementation of Clean Air Act and Federal Water Pollution Control Act
10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
11. Certification Regarding Use of Contract Funds for Lobbying
12. Use of United States-Flag Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

* 1. **GENERAL**
     1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

* + 1. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

* + 1. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
    2. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
  1. **NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part

230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

* + 1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR

Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

1. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
2. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

* + 1. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
    2. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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 six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
4. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
   * 1. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
6. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
7. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
8. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
   * 1. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
9. 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.
10. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
11. 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.
12. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

* + 1. **Training and Promotion:**

1. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
2. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
3. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
4. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
   * 1. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR

230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
2. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
3. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
4. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

* + 1. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
    2. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

1. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
2. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
   * 1. **Assurances Required:**
3. The requirements of 49 CFR Part 26 and the State DOT’s FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
4. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
   1. Withholding monthly progress payments;
   2. Assessing sanctions;
   3. Liquidated damages; and/or
   4. Disqualifying the contractor from future bidding as non- responsible.
5. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
   * 1. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
6. The records kept by the contractor shall document the following:
   1. The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
   2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
   3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
7. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391.](http://www.fhwa.dot.gov/eforms/) The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.
   1. **NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

* 1. **DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

* + 1. **Minimum wages** (29 CFR 5.5)

1. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act [(29 CFR part 3)](https://www.ecfr.gov/current/title-29/part-3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act [(40](https://www.govinfo.gov/link/uscode/40/3141)

[U.S.C. 3141(2)(B))](https://www.govinfo.gov/link/uscode/40/3141) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

1. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1,](https://www.ecfr.gov/current/title-29/part-1) a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
2. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
3. The classification is used in the area by the construction industry; and
4. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

1. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
2. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
3. The classification is used in the area by the construction industry; and
4. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
5. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
6. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [*DBAconformance@dol.gov*.](mailto:DBAconformance@dol.gov) The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
7. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [*DBAconformance@dol.gov,*](mailto:DBAconformance@dol.gov)refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
8. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

1. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
2. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in

§ 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

1. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.
   * 1. **Withholding** (29 CFR 5.5)
2. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph
   * + 1. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
          1. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
          2. A contracting agency for its reprocurement costs;
          3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
          4. A contractor's assignee(s);
          5. A contractor's successor(s); or
          6. A claim asserted under the Prompt Payment Act, [31](https://www.govinfo.gov/link/uscode/31/3901)

[U.S.C. 3901](https://www.govinfo.gov/link/uscode/31/3901)–3907.

* + 1. **Records and certified payrolls** (29 CFR 5.5)

1. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
2. *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C.](https://www.govinfo.gov/link/uscode/40/3141) [3141(2)(B)](https://www.govinfo.gov/link/uscode/40/3141) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
3. *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C.](https://www.govinfo.gov/link/uscode/40/3141) [3141(2)(B)](https://www.govinfo.gov/link/uscode/40/3141) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
4. *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
5. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

1. *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( *e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at [*https://www.dol.gov/sites/dolgov/files/WHD/*](https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf)[*legacy/files/wh347/.pdf*](https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf)or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
2. *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
   1. That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
   2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3;](https://www.ecfr.gov/current/title-29/part-3) and
   3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
3. *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.
4. *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
5. *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](https://www.govinfo.gov/link/uscode/18/1001) and [31](https://www.govinfo.gov/link/uscode/31/3729)

[U.S.C. 3729.](https://www.govinfo.gov/link/uscode/31/3729)

1. *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
2. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
3. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
4. *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](https://www.ecfr.gov/current/title-29/part-6) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
5. *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

* + 1. **Apprentices and equal employment opportunity** (29 CFR 5.5)

1. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
2. *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
3. *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
4. *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
5. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30.](https://www.ecfr.gov/current/title-29/part-30)

1. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

* + 1. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
    2. **Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
    3. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
    4. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
    5. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the

U.S. Department of Labor, or the employees or their representatives.

* + 1. **Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40](https://www.govinfo.gov/link/uscode/40/3144)

[U.S.C. 3144(b)](https://www.govinfo.gov/link/uscode/40/3144) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144(b)](https://www.govinfo.gov/link/uscode/40/3144) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18](https://www.govinfo.gov/link/uscode/18/1001)

[U.S.C. 1001.](https://www.govinfo.gov/link/uscode/18/1001)

* + 1. **Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3;](https://www.ecfr.gov/current/title-29/part-3)
2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3;](https://www.ecfr.gov/current/title-29/part-3)
3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3;](https://www.ecfr.gov/current/title-29/part-3) or
4. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3.](https://www.ecfr.gov/current/title-29/part-3)
   1. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of

$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

* + 1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
    2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

* + 1. **Withholding for unpaid wages and liquidated damages**

1. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
2. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
   1. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   2. A contracting agency for its reprocurement costs;
   3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   4. A contractor's assignee(s);
   5. A contractor's successor(s); or
   6. A claim asserted under the Prompt Payment Act, [31](https://www.govinfo.gov/link/uscode/31/3901)

[U.S.C. 3901](https://www.govinfo.gov/link/uscode/31/3901)–3907.

* + 1. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

* + 1. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
4. Informing any other person about their rights under CWHSSA or this part.
   1. **SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

* + 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

1. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
   1. the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   2. the prime contractor remains responsible for the quality of the work of the leased employees;
   3. the prime contractor retains all power to accept or exclude individual employees from work on the project; and
   4. the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
2. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
   * 1. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
     2. Pursuant to 23 CFR 635.116(c), the contractor shall furnish

(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

* + 1. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).
    2. The 30-percent self-performance requirement of paragraph

(1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

* 1. **SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

* + 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
    2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

* + 1. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
  1. **FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

* 1. **IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2

CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

* 1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and

1200.220.

* + 1. **Instructions for Certification – First Tier Participants:**

1. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
2. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
4. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
6. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
7. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR

180.220 and 180.300.

1. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website [(https://www.sam.gov/)](https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
2. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
3. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

* + 1. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

1. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
   2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
   4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
   5. Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
   6. Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

* + 1. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

1. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
3. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
4. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website [(https://www.sam.gov/)](https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

* + 1. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
   1. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
   2. is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
   3. is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

* 1. **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed

$100,000. 49 CFR Part 20, App. A.

* + 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

* + 1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

$10,000 and not more than $100,000 for each such failure.

* + 1. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
  1. **USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR

381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS**

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

* 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
     1. To the extent that qualified persons regularly residing in the area are not available.
     2. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
     3. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
  2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
  3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
  4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
  5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
  6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEDERAL AID ATTACHMENT 9

STATE MANDATORY ADDENDUM TO FHWA-1273 REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS AS AMENDED OR SUPPLEMENTED

ALL CONTRACTORS MUST PROVIDE THIS LANGUAGE IN ANY CONTRACT WITH THEIR SUBCONTRACTORS AS REQUIRED BY 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II AND IS CURRENTLY NOT INCLUDED IN FHWA-1273, BUT IS REFLECTED IN PROPOSED AMENDMENTS NOT YET FINALIZED.

FHWA-1273 shall be read to include:

1. All references to “race, religion, sex, color, national origin, age or disability” shall be read to include “sexual orientation and gender identity”.

2. SECTION IV. DAVIS-BACON ACT AND RELATED ACT PROVISIONS shall apply if the project is defined to be on a Federal Aid highway, regardless of the location of the project in compliance with 23 USC 133(i).

3. SECTION IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT shall require in conformance with 2 CFR Part 200 and 2 CFR Part 200 Appendix II that contractors on all Federal Aid construction contracts in excess of $150,000 and all related subcontracts, supply contracts and vendor contracts “comply with all related standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) as required by 2 CFR 200.326.

4. SECTION X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION shall be read to comply with 2 CFR Part 200 and 2 CFR Part 200 Appendix II to replace the Excluded Parties List System with the System For Award Management (SAM) as required by 2 CFR Part 180.

5. If the work requires that cargo be shipped by oceanic transport or across the Great Lakes, in compliance with Section 3511 of the Duncan Hunter National Defense Authorization Act of 2009 amending the Cargo Preference Act, each contract shall require that cargoes financed “in any way with Federal funds for the account of any persons unless otherwise exempted” requires the use of US-flag vessels to transport the materials or equipment acquired for a specific Federal Aid construction project.

FEDERAL AID ATTACHMENT 10

FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID PROJECTS

(AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)

All Contractors regardless of the value of the contract shall have this mandatory clause with their subcontractors:

The Contractor/Subcontractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

FEDERAL AID ATTACHMENT 11

BYRD ANTI-LOBBYING CERTIFICATION

Pursuant to 31 USC 1352 and 49 CFR part 21, Contractor and all subcontractors are required to comply with this Attachment. Contractor and all subcontractors shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL (as contained in this Attachment) and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

All Contracts and subcontracts over $100,000 shall require the following mandatory language in every contract:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

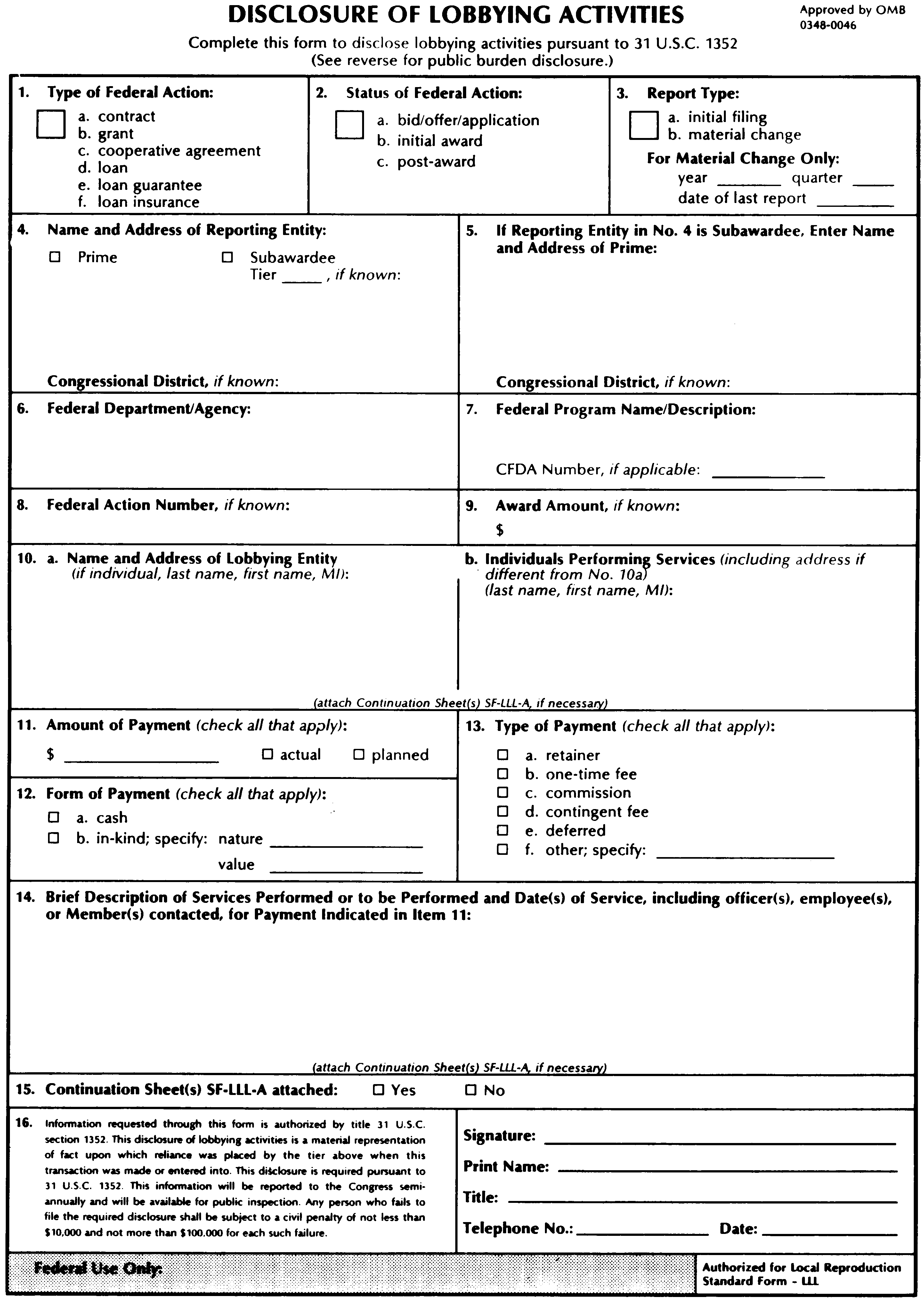
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Disclosure of Lobbying Activities Standard Form – LLL (Federal Aid Attachment Form 11) in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

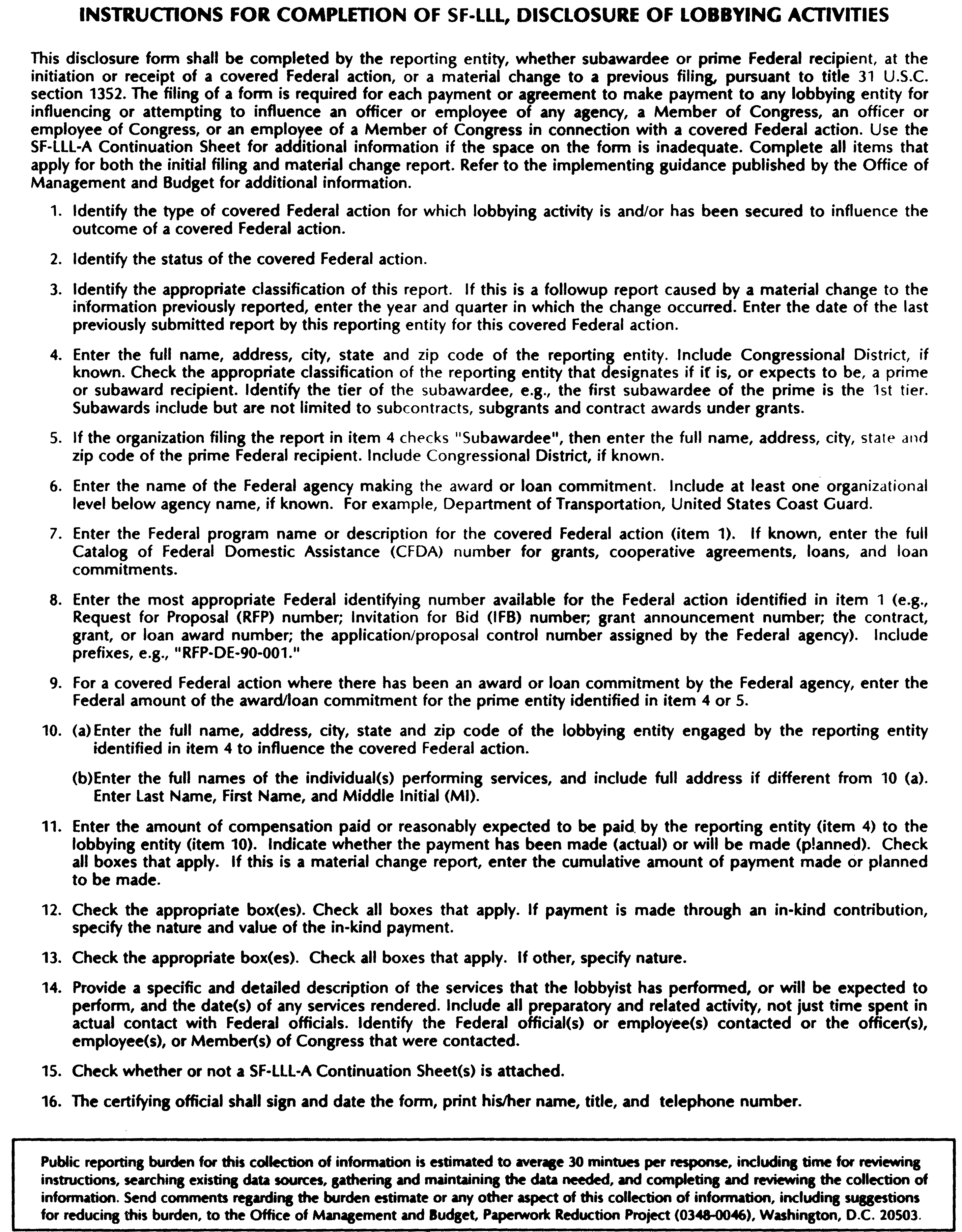
This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not that $10,000 and not more than $100,000 for each such failure.

**Pt. 21, App. B 31 CFR Subtitle A (7–1–10 Edition)**

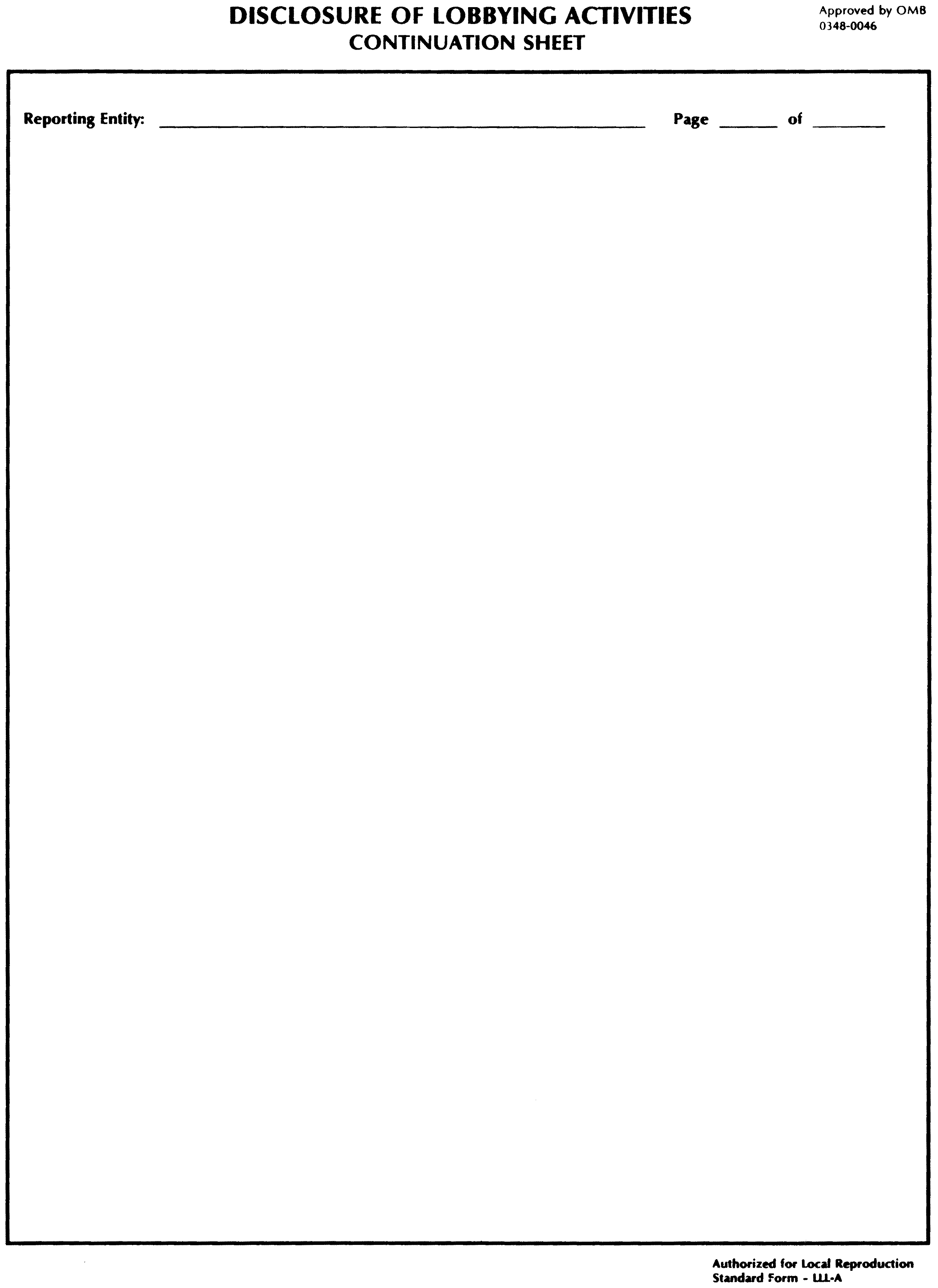
APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING



**Office of the Secretary of the Treasury Pt. 21, App. B**



**Pt. 21, App. B 31 CFR Subtitle A (7–1–10 Edition)**



STATE FUNDED PROJECT ATTACHMENT 1

SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

**A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.

**B. Policy.** It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.

**C. Definitions**

**1. Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at   
N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.

Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:

a. Small business with gross revenues that do not exceed $3 million.

b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at [13 CFR 121.201](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=8d899dc68140200081ef56274059d2b1;rgn=div5;view=text;node=13%3A1.0.1.1.17;idno=13;cc=ecfr), incorporated herein by reference, and as may be adjusted periodically.

c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at [13 CFR 121.201](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=8d899dc68140200081ef56274059d2b1;rgn=div5;view=text;node=13%3A1.0.1.1.17;idno=13;cc=ecfr), incorporated herein by reference, as may be adjusted periodically.

The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.

Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:

a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;

b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.

c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:

1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and

2. Consultants employed under contracts for which the business wants to be eligible as a small business.

**2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

**3. Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.

**4. SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**5. SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.

**6. Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13 et seq. which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

**D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department’s wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.

1. Post Award Obligations

a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.

b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: <https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp>

2. Affirmative Action After Award of the Contract

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

(1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.

(2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.

(3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(4) Notification of a SBE subcontractor’s termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm’s ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

**b. Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

(1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.

(2) Notification of a SBE firm’s termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm’s ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

**c. Meeting Contract SBE Goal.** Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department’s RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

**d. Termination, Substitution or Replacement of SBEs.** Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE’s inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution, or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker, submit a Revised CR-266 – Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor’s   
CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution, or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per Section108.

**e. Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.

**F. SBE Goals for this Contract.** This Contract includes a goal of awarding \_\_\_\_\_\_\_ percentage of the Total Contract Price to subcontractors qualifying as SBEs.

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

The Department’s DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

**G. Counting SBE Participation.**

1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed “State of New Jersey Small Business Vendor Registration Form” and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.

2. The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.

3. The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.

4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.

5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform and performed by the Contractor will be applied toward the Contract SBE goal. Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.

6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is an SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the Contract SBE goal.

**H. Commercially Useful Function**

**1. Performance of Work.** The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.

**2. Managing Work.** The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.

**3. Responsibility of Work.** A SBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

**4. Equipment of SBE.** The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long-term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the SBE firm or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

**5. Lease of Equipment.** A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor’s payroll if it is the generally accepted industry practice, but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.

**6. SBE Trucking.** SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured, and operational truck used on the Contract.

The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm’s commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department’s RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the   
CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA’s review, approval, and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

**7. SBE Regular Dealers.** SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**8. SBE Manufacturers.** SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.

**9.** The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.

**I. Good Faith Effort.** To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:

1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices, or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.

Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor

2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.

3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.

4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm’s price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor’s efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE’s reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

7. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department’s DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

**J. Submission of Affirmative Action Program**

Contractors, subcontractors, and professional service firms performing work for the Department are required to submit their company’s Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company’s comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.

2. Copy of document designating the company’s corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.

3. Copy of the company’s EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.

4. Copy of the company’s Sexual Harassment Policy on company letterhead.

5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.

6. Copy of document designating the company’s SBE Liaison Officer to administer the firm’s Small Business Program.

7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor’s ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. SBE Liaison Officer.** Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract and ensuring that the Contractor complies with all provisions of the SBE Program.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

**N. Documentation**

**1. Requiring of Information.** The Department or the State funding agencies may at any time require information as specified in Subsection 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor, or subcontractor with the terms of the Contract.

**2. Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:

a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.

b. Work, services, and materials which are not performed or supplied by the Contractor.

c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.

d. The progress being made, and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.

e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.

f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.

g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.

h. Documentation outlining EEO workforce information for the Contract.

i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.

**3. Submission of Reports, Forms and Documentation.** Submit reports, forms, and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports, or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department’s Inspector General, and prosecution by the State Attorney General’s Office.

**4. Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.

**O. Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers, and manufacturers is made in accordance with Section 109.

**P. Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules, and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

STATE FUNDED PROJECT ATTACHMENT 2

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

**A. General.** It is the policy of the New Jersey Department of Transportation (hereafter “NJDOT”) that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Department to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Department’s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Department’s contract with the Contractor. Payment may be withheld from a Contractor’s contract for failure to comply with these provisions.

Evidence of a “good faith effort” includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at <http://careerconnections.nj.gov/careerconnections/for_businesses.shtml>

2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;

4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey “Law Against Discrimination”, N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27‑1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

Noncompliance by the Contractor with the requirements of the Affirmative Action program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor will cooperate with the State agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of $2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include the following mandatory equal employment opportunity language in every subcontract of $2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. The Contactor or subcontractor shall interview the referred minority or women worker.

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

iii. The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in 6(i) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

iv. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.

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

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

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

**B. Equal Employment Opportunity Policy.** The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

“It is the policy of this company that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will take Affirmative Action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.”

**C. Equal Employment Opportunity Officer.** Designate and make known to the Department’s contracting officers, an Equal Employment Opportunity Officer (hereafter “EEO Officer”) who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

**D. Dissemination of Policy.**

**1. Implementation.** All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor’s Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

**a. Initial Project Site Meeting.** Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor’s Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.

**b. EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor’s Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.

**c.** All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor’s procedures for locating and hiring minority and women workers.

2**.** Take the following actions in order to make the Contractor’s Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.

a. Place notices and posters setting forth in the Contractor’s Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.

b. Bring the Contractor’s Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

**E. Recruitment**

1. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veteran’s status, disability, nationality, or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.

2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. Through their EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor’s compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).

4. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of “Section I Unions” of this “State Of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects” Attachment.

**F. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veterans’ status, disability, nationality, or sex. The following procedures shall be followed:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

**G. Training and Promotions.**

1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.

2. Consistent with the Contractor’s workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

3. Advise employees and applicants for employment of available training programs and entrance requirements for each.

4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.

**H. Unions.** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use their good faith efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. Actions by the Contractor either directly or through a Contractor’s association acting, as agent will include the procedures set forth below:

1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers’ representative of the Contractor’s commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker’s representative that such union or worker’s representative will cooperate with the Contractor in complying with the Contractor’s Equal Employment Opportunity and Affirmative Action obligations.

2. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.

4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.

5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

**I. Subcontracting.** The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract’s Equal Employment Opportunity obligations.

**J. Records and Reports**

1. Keep such records as are necessary to determine compliance with the Contractor’s Equal Employment Opportunity obligations. Records kept will be designed to indicate:

a. The work hours of minority and non-minority group members and women employed in each work classification on the project;

b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);

c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and

d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.

2. All such records must be retained for a period of five (5) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.

3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

STATE FUNDED PROJECT ATTACHMENT 3

REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

**A. Minority and Women Employment Goal Obligations**. The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, “EEO Tabulation - Detailed Occupations by Race/Hispanic Groups.” The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor’s aggregate work force in each trade, on all construction work are:

|  |  |  |
| --- | --- | --- |
| Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects | | |
| County | Minority % Participation | Women % Participation |
| Percent | Percent |
| Atlantic | 18 | 6.9 |
| Bergen | 22 | 6.9 |
| Burlington | 15 | 6.9 |
| Camden | 19 | 6.9 |
| Cape May | 5 | 6.9 |
| Cumberland | 27 | 6.9 |
| Essex | 53 | 6.9 |
| Gloucester | 9 | 6.9 |
| Hudson | 60 | 6.9 |
| Hunterdon | 3 | 6.9 |
| Mercer | 30 | 6.9 |
| Middlesex | 24 | 6.9 |
| Monmouth | 15 | 6.9 |
| Morris | 16 | 6.9 |
| Ocean | 7 | 6.9 |
| Passaic | 36 | 6.9 |
| Salem | 10 | 6.9 |
| Somerset | 20 | 6.9 |
| Sussex | 4 | 6.9 |
| Union | 45 | 6.9 |
| Warren | 5 | 6.9 |

The NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor’s obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

**B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.

1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.

2. The Contractor and its subcontractors shall notify the Department’s Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor’s or subcontractors work force needs and of the Contractor’s or subcontractor’s desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.

3. The Contractor and its subcontractors shall notify the Department’s Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.

4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State’s training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.

**C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.

**D**. Comply with the other requirements of these EEO Special Provisions.

**E**. Reporting Requirements.

1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.

a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with N.J.A.C. 17:27‑7. Also, submit the information within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasure’s website at:   
https://www.nj.gov/treasury/contract\_compliance/documents/pdf/forms/aa202.pdf.   
Instructions for completing the form can be found online at:   
https://www.nj.gov/treasury/contract\_compliance/documents/pdf/forms/aa201ins.pdf.

b. Monthly, complete and submit an AA 202 - Monthly Project Workforce Report – Construction form for the duration of the Contract. This form may be completed:

(1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:

(2) Input electronically directly onto the AA-202 form via the Department of the Treasury’s Premier Business Services Online Forms web application. Information about how to register and access the Premier Business Services web application can be found at: <https://www.nj.gov/treasury/contract_compliance/documents/pdf/PBS-Introduction-Page.pdf>. Follow all instructions to set up online access to the web application.

(3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.

2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: https://www.nj.gov/transportation/business/civilrights/pdf/CC257R.pdf.

a. On a monthly basis, submit Form CC-257R through the web-based application within 10 days following the end of each reporting month.

b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month.

c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.

3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor’s prequalification rating with the Department.

STATE FUNDED PROJECT ATTACHMENT 4

INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

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

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

A. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.

B. Prepare and keep for its use and file a detailed written investigation report which includes the following information:

1. Investigatory activities and findings.

2. Dates and parties involved and activities involved in resolving the complaint.

3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.

4. A signed copy of resolution of complaint by complainant and Contractor.

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

C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.

D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.

E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor’s employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.

F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor’s employment discrimination investigation are protected.

G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.

H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

STATE FUNDED PROJECT ATTACHMENT 5

PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

**A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:

1. Each employee’s full name and address of each such employee.

2. The ethnicity and gender of each employee.

3. Each employee’s specific work classification (s).

4. Entries indicating each employee’s basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.

5. Each employee’s daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).

6. Each employee’s gross wage.

7. The itemized deductions made.

8. The net wages paid.

**B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.

**C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.

**D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

**E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b**. Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The Contractor shall provide the Commissioner, throughout the duration of the Contract, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.). Completed forms should be emailed to: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov). If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625-110.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: https://nj.gov/labor/equalpay/equalpay.html

LWD forms may be obtained from the online web site at:

<https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf>

STATE FUNDED PROJECT ATTACHMENT 6

AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

Equal Opportunity for Individuals with Disabilities.

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

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

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

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

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