

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS  
ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

**State of New Jersey  
Department of Transportation**



**Special Provisions  
For  
State Aid Projects**

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

**SUPPLEMENTARY SPECIFICATIONS**

**AUTHORIZATION OF CONTRACT**

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

**INSTRUCTIONS TO BIDDERS**

This Contract shall comply strictly with all the requirements of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction for 2019, including all Baseline Document Changes, except as amended, modified or supplemented herein and which Specifications are made part of these Supplementary Specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified or changed in detail drawings prepared especially for this particular Project.

Baseline Document Change (BDC) Announcements are notices that a Baseline Document has been modified in part or in whole. A Baseline document is defined as any official document that has gone through an initial approval process and was approved for use as intended. Thus a BDC is an alteration to or rewriting of any officially approved document. New documents are also announced with a BDC. For additional BDC's to the 2019 specs that are not covered in this document: <http://www.state.nj.us/transportation/eng/documents/BDC/>.

**MINIMUM WAGE RATES**

The minimum wage rates for labor employed on this Contract shall be as specified in the "Prevailing Wage Rate Determination" of the New Jersey Department of Labor and Workforce Development which is in effect on the date the Project is awarded.

The Contractor is put on notice that he must pay workmen the prevailing wage rate promulgated by the New Jersey Department of Labor and Workforce Development for this Project, copies of which are on file in the Ocean County Engineer's Office and which will be updated to the date of award and will be made a part of this Contract, pursuant to N.J.S.A.34:11-56.25 et seq.

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](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.).

In the event it is found that any workman employed by the Contractor, or any Subcontractor covered by the Contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Contract, the County may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his Sureties shall be liable to the County for any excess costs occasioned thereby.

**GENERAL**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction, the Contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The Contractor is also notified that the District Office, Division of Local Government Services and Economic Development, must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction.

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Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "Measurement and Payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any Section, Subsection, Subpart or Subheading is amended by such terms as changed to, deleted or added, it is construed to mean that it amends that Section, Subsection, Subpart or Subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, Engineer or Inspector is made, it is construed to mean the particular municipality or County executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

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

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. Payroll Requirements for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. Americans with Disabilities Act Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

Materials or assemblies as specified will be accepted on the basis of certificates of compliance stating that such materials or assemblies fully comply with the requirements of the Contract.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the contract requirements, will be subject to rejection whether in place or not. The Contractor shall require the manufacturer or supplier to furnish three copies of certificates of compliance with each delivery of materials, components and manufactured items that are acceptable by certification. One copy shall be furnished to the Engineer, one copy shall be furnished to the District Office Division of Local Government Services and Economic Development and one copy shall be retained by the Contractor.

Certificates of compliance shall contain the following information:

Project and location to which the material is consigned.

Name of the Contractor to which the material is supplied.

Kind of material supplied.

Quantity of material represented by the certificate.

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

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Date and method of shipment.

Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.

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

Signature attested to by a notary public or other properly authorized person.

Payments relative to materials supplied to be accepted on the basis of certificates of compliance shall not be made until the Engineer has in his possession an acceptable certificate of compliance.

**DIVISION 100 - GENERAL PROVISIONS**

**SECTION 101 - GENERAL INFORMATION**

**101.01 Introduction.**

The following is added:

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

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

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

**101.03 Terms.**

All references to "Commissioner", "Department" or "State" shall be interpreted to mean "County". All references to "Engineer" or "ME" shall be interpreted to mean "County Engineer".

The following is omitted:

**Federal Aid Project.** Any agreement or modification thereof between NJDOT and any applicant and a person for construction work 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 any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

**Federal Aid Project Attachments.** Attachments to the Contract Special Provision document, used for Federal Aid Projects.

Add the following term:

**Wholly State Funded Project:** Any agreement, contract or modification thereof between local public agencies and a person for construction work which is paid for in whole or in part with funds obtained from the State government or borrowed on the credit of the State government pursuant to any program involving a grant

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agreement, contract, loan, insurance or guarantee. This term excludes any agreement, contract or modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

Revise the following term:

**actual cost:** The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

**101.04 Inquiries Regarding the Project.**

Inquiries prior to bids in accordance with this Subsection shall be addressed to: **Gary Leemann**, Ocean County Engineering Department, 129 Hooper Ave., PO Box 2191, Toms River, NJ 08754, Telephone: 732-929-2130.

**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

**102.01 Qualification to Bid.**

The requirements of this Subsection of the Standard Specifications are hereby deleted.

**102.02 Bidder Registration and Downloading of the Proposal Documents.**

The requirements of this Subsection of the Standard Specifications are hereby deleted.

**102.03 Revisions Before Submitting a Bid.**

The requirements of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefor:

In accordance with N.J.S.A. 40A:11-23(c)(2), the County will only issue written or graphic information to clarify, correct or change the Proposal documents, contract or bidding notices as addenda. The Bidder shall acknowledge all addenda before the opening of bids. The County will not accept the bid if the Bidder has not acknowledged all addenda.

Certain addenda contain amendments. Amendments require revisions to the schedule of items to be bid, in which case the County will include with the addenda a revised schedule of quantities. This revised schedule sheet **MUST** be used in the bid. The County has the right to reject any bid not using this revised schedule of quantities.

**102.04 Examination of Contract and Project Limits.**

The following is added to this Subsection of the Standard Specifications:

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

There are no boring logs or pavement cores for this project.

**102.07 Preparation of the Bid.**

The bid is the completed Proposal documents that are submitted electronically by the Bidder to the County at the time for the opening of bids, as stipulated in the Notice to Bidders. The Bidder must submit a bid electronically through the County's OpenGov Electronic Bid Portal. Please do not submit a paper bid submission. Paper bid submissions and/or multiple submissions will be cause for rejection. The Bidder shall include all addenda in the bid. The Bidder shall specify a price in numerals for each Item. The Bidder shall insert the price in the box provided for the lump sum Item under the column designated as "Unit Cost." For unit price Items, the Bidder shall insert the per unit price under

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the column designated “Unit Cost” in the appropriate box at the location provided therefore. When the Bidder intends to bid zero (\$0.00) for an Item, the Bidder shall insert a “0” in the “Unit Cost” column for unit price Items.

When the Proposal contains alternate Items, the Bidder shall insert only the unit price and amount for the lowest priced alternate Item. When alternate Items in the Proposal have a lump sum pay quantity, the Bidder shall insert only the amount for the lowest priced alternate Item. The Bidder shall construct the alternate Item for which a price has been provided. When the Proposal contains groups of alternate Items, the Bidder shall insert only the unit price and amount for each Item within the lowest priced alternate group. The Bidder shall construct the alternate group of Items for which a price has been provided.

The only entries permitted in the bid are the unit or lump sum prices for Items to be bid. The software will perform all extensions of the unit or lump sum prices and calculate the total bid amounts.

The last two paragraphs of this section are omitted.

**102.09 Proposal Bond.**

The second paragraph of this Subsection of the Standard Specifications is hereby deleted and replaced by the following:

The proposal when submitted shall be accompanied by a guarantee in the amount of not less than ten percent (10%) of the total sum bid, provided such guarantee shall be for no more than twenty thousand (\$20,000.00) dollars. The guarantee may be in one of the following three forms: cashier’s check, certified check or Proposal Bond. The guarantee shall be payable to the County of Ocean. In the event that a cashier’s check or certified check is used, evidence of ability to furnish a Performance Bond and a Payment Bond in accordance with Subsection 151.03.01 must also accompany each bid.

**102.10 Submission of Bids.**

The first paragraph of this Subsection of the Standard Specifications is hereby deleted.

The seventh paragraph of this Subsection of the Standard Specifications is hereby deleted.

**102.13.01 Bidder Pre-Award Requirements.**

**A. Federal Aid Projects**

This section intentionally left blank.

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

**103.01 Award of Contract.**

The first paragraph of this Subsection of the Standard Specifications is changed to read as follows:

The Award of Contract, if it be awarded, will be to the lowest responsible bidder whose Proposal conforms in all respects to the requirements set forth in the Contract Documents. The County will award the Contract or reject all bids within 60 days after the bids are received. When the County cannot make an unconditional award, this time limit may be extended by mutual agreement for one 30-day interval.

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103.05.A Escrow Bid Documents.

Revise Section **103.05.A** to the following:

- A. **Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor's bid documents to negotiate changes and claims if they are escrowed and a signed custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

**SECTION 104 - SCOPE OF WORK**

104.01 Intent.

The following is added to this Subsection of the Standard Specifications:

The work to be performed under this Contract consists of the milling and resurfacing of 2.75 miles of North County Line Road from Jackson Mills Road to Bennetts Mills Road in Jackson Township. Also included in this Contract is the installation of Beam Guide Rail and End Terminals; the reconstruction of concrete curb, concrete sidewalk, and ADA curb ramps; and the installation of detectable warning surfaces, curb pieces, bicycle safe grates, and traffic stripes and markings. Four (4) Traffic Signals will also be modified as part of this Contract. This work includes upgrading the existing pedestrian facilities to current ADA standards and modifying the existing traffic signal to meet current MUTCD standards. The various locations involve the installation of pedestrian signal assemblies, countdown heads, and additional traffic signal heads.

104.03.03 Types of Changes.

3. Changes in the Character of Work.

The following is added to this Subsection of the Standard Specifications:

The provisions set forth in N.J.S.A. 40A:11-16.7 shall be deemed a part of this Contract.

104.03.09 Delay Damages.

This entire Subsection of the Standard Specifications is hereby deleted.

**SECTION 105 - CONTROL OF WORK**

105.01 Authority Of The Department.

105.01.01 RE.

Revise the second paragraph to:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

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1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

**105.01.02 Inspection.**

The first sentence of this Subsection of the Standard Specifications is changed to read as follows:

Inspectors employed by the County are authorized by the Engineer to inspect all work done and materials furnished.

The following is added to this Subsection of the Standard Specifications:

Inspection services will be provided by the County Engineer.

**105.02 Responsibilities Of The Contractor.**

**105.02.05 Civil Rights Requirements.**

Revise Section **105.02.05.1** to the following:

1. **Federal Aid projects.** This section intentionally left blank.

Revise the first line of Section **105.02.05.2** to the following:

2. **Wholly State Funded Contracts.** When applicable for wholly State Funded contracts under the jurisdiction of New Jersey Statutes N.J.S.A. 10:5-31 et seq., State EEO regulations and goals apply as specified in State Funded Project Attachments 1 to 6 of the Special Provisions.

**105.03 Conformity With The Contract.**

Revise the first sentence of the first paragraph to:

In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

Revise the fourth sentence of the sixth paragraph to:

If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

**105.04 Plans and Specifications.**

The following is added to this Subsection of the Standard Specifications:

Copies of the Standard Specifications and Baseline Document Changes may be obtained from the New Jersey Department of Transportation.



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105.05 Working Drawings.

The third sentence of the third paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefor:

The Contractor shall submit to the County Engineer two (2) sets of complete and fully detailed shop or working drawings required for carrying out the Project in accordance with procedures prescribed in this Subsection of the Standard Specifications. One set will be returned to the Contractor and one set will be kept as a record copy in the office of the County Engineer.

The following is added to this Subsection of the Standard Specifications:

The ninth paragraph is changed to:

Submit working drawings for certification or approval as specified in Table 105.05-1. This list is not all inclusive. Ensure that the working drawings submitted for approval are signed and include an embossed seal by a Professional Engineer. The working drawings submitted for certification are not required to be signed and sealed by a Professional Engineer unless they alter the original Contract.

105.07 Cooperation with Utilities.

The following is added to this Subsection of the Standard Specifications following 105.07.01A. Initial Notice:

The corporations, companies, agencies or municipalities owning or controlling the utilities are listed below:

GAS MAINS:

New Jersey Natural Gas Co.  
Attn: Kyle Rauth, Supervising Engineer  
Distribution Engineering  
1415 Wyckoff Road, P.O. Box 1464  
Wall, NJ 07719  
Telephone: 908-216-9721

UTILITY POLES AND/OR UNDERGROUND CABLES:

Jersey Central Power & Light Co.  
Attn: Harvey Lockley  
101 Crawford's Corner Road, Bldg. #1, Suite 1-511  
Holmdel, NJ 07733  
Telephone: 732-212-4262

Verizon Engineering  
Attn: Arturo Cabrera  
999 West Main Street  
Freehold, NJ 07728  
Telephone: 732-683-5124

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Verizon Engineering  
Attn: Bryan C DePaul  
999 West Main Street, Floor 2  
Freehold, NJ 07728  
Telephone: 732 546-2472

Verizon Business Group (MCI)  
Attn: John Alessandrini  
630 Clark Ave  
King of Prussia, PA 19406  
Telephone: 610-517-8456

Verizon Business Group (MCI)  
Attn: Nahed Shahata  
355 Forest Ave  
Staten Island, NY 10301  
Telephone: 646-529-0572

A.T. & T.  
Attn: Louis Mareello  
Cable Protection Center  
Engineering Inquiries  
400 Hamilton Avenue, Mail Room  
White Plains, NY 10601  
Telephone: 914-467-1097

Teleport Communications America, LLC (AT&T)  
Cable Protection  
Carlo Verdi, Local Engineer  
Engineering Inquiries  
2315 Salem Road  
Wall Street - Building #3  
Conyers, GA 30013  
Telephone: (732) 610-9598

Cogent Communications (Sprint Nextel)  
Outside Plant Engineering  
Attn: Rich Conklin  
435 Valley Brook Avenue, Box 270  
Lyndhurst, NJ 07071  
Telephone: 646-208-2301

**CATV:**

Altice Tech Services USA - Cablevision  
Attn: John McCallum/Jeremy Shihadeh  
40 Pine Street  
Tinton Falls, NJ 07753  
Telephone: 732-243-6279

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**WATER AND/OR SEWER MAINS:**

Ocean County Utilities Authority  
Attn: Robert McGlaughlin  
501 Hickory Lane - P.O. Box P  
Bayville, NJ 08721  
Telephone: 732-269-4500

Jackson Township M.U.A.  
Attn: Mr. Earl Quijano  
135 Manhattan Street  
Jackson, NJ 08527  
Telephone: 732-928-2222

Bidders are advised to verify the above information as its accuracy and completeness is not guaranteed by the County.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, utility manholes, light standards, cableways, signals, railroad lines and all other utility appurtenances within the limits of the project which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for in the Supplemental Specifications or as noted on the Plans.

**105.07.01 Working in the Vicinity of Utilities.**

**B. Locating Existing Facilities.**

2. Fiber Optic Markout Form is available at:  
<http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtm>.

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

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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3. NJDOT  
Central Region Electrical  
1035 Parkway Avenue  
4th Floor E&O Bldg.  
CN 600  
Trenton, NJ 08625  
Telephone: 609-963-1491

**105.07.02 Work Performed by Utilities.**

The following is added to this Subsection of the Standard Specifications:

Whenever utility services are encountered in which the private property owner also directly owns the utility service, said utility service shall be relocated by the Contractor. Separate payment will not be made for this relocation but all such costs shall be included in the unit prices bid for the various items of the Contract as listed in the Proposal.

Whenever the temporary relocation or temporary support of public or private facilities is necessitated in order to complete the Project, all such temporary relocation or temporary support costs shall be borne by the Contractor.

When water, sewer and gas house connections, boxes, cleanouts and valves must be relocated or replaced to carry out this Project, the cost of such work shall be included in the prices bid for the various pay items.

The Contractor will be required to coordinate with the utility companies during all stages of the project. Specifically, but not limited to, at the beginning of the project for the relocation of the poles, during construction for the resetting and/or reconstruction of manholes, water valves and fire hydrants. The Contractor is responsible for all damage done to the utilities due to his work or any subconsultant's work.

**General Notes**

1. The Contractor shall provide the utility companies with the notices called for in the schedules.
2. The Contractor shall provide the utility companies with survey control and prior to the installation of company facilities, the Contractor and companies shall jointly verify the location.
3. Schedules contained herein are estimated time frames only and are to be verified by the Contractor.
4. Schedules are estimated and may change in accordance with field conditions.
5. Revisions to staging of construction may alter these schedules.
6. Where joint facilities are proposed, the Contractor shall coordinate work with the affected companies.
7. Utilities sharing joint poles shall commence work as soon as the poles are available for each of the individual company disciplines.
8. Utilities can perform their work only after the Contractor has completed its clearing and grading of site as necessary.
9. All distances, stations, offsets and lengths are approximate (plus or minus).
10. Existing facilities can be removed only after relocated facilities have been installed and are in operation.
11. Work performed by the Contractor noted herein is part of the County's overall operation and is included in the County project plans and specifications.
12. The Contractor shall provide field layout for horizontal and vertical location of proposed curb or edge of pavement and limits of disturbance.
13. The Contractor shall coordinate field meetings with all utilities to verify the field layout and to verify the limits of clearing to be provided for all utility relocation. Any remobilization required to correct clearing for utility relocation will be done at the Contractor's sole expense. Clearing site includes clearing for installation of poles, anchors, cables and appurtenances and providing necessary access for

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- utility relocation including guide rail opening and grading as required to place new or relocated facilities.
14. The Contractor shall coordinate with the utilities to establish the location of all test pits necessary to determine conflicts. The Contractor shall perform all test pits to the satisfaction of the utility companies and the County Engineer. Traffic control for test pits is to be provided by the Contractor.
  15. The Contractor shall provide the aerial utility companies with thirty (30) days notice and allow in his schedule a minimum of ninety (90) days to complete aerial relocation for each stage of construction.
  16. The Contractor may not start construction within the travel way until all aerial utility relocations have been completed in a particular stage.
  17. The Contractor shall provide buried utility companies with thirty (30) days notice and shall thereafter coordinate his operation with the utility schedules. The Contractor shall provide traffic control/lane closures coordination that accommodates the various utility relocations, resets and adjustments.
  18. No separate measurement or payment will be made for any and all coordination and traffic control with the various utility companies.
  19. The Contractor's schedule shall anticipate the minimum lead times estimated herein above or the stated time frames provided by the respective utility companies, whichever is greater.

The Contractor shall lay out all the work to be done by the utility companies using the baselines he has established. This shall include, but not be limited to: offset stakes or hubs to establish proposed utility pole locations and cut sheets for resetting or relocation of existing utility structures. The Contractor shall also include the following when collecting test pit information: station and offset to the baseline, elevation at the top of the utility (when multiple conduits are encountered, the bottom elevation shall be included), and material, type and size of the utility encountered.

**105.08 Environmental Protection.**

The requirements of this Subsection shall also apply to lands regulated by the New Jersey Pinelands Commission.

No separate payment will be made for this work.

The following is added to this Subsection of the Standard Specifications:

**TEMPORARY PROJECT WATER POLLUTION CONTROL (SOIL EROSION)**

**PRECONSTRUCTION CONFERENCE.**

At the Preconstruction Conference or prior to the start of the applicable construction, the Contractor shall submit for acceptance his schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; bridges and other structures at watercourses; construction; and paving. He shall also submit for acceptance his proposed method of erosion control on haul roads and borrow pits and his plan for disposal of waste materials. No work shall be started until the erosion schedules and methods of operations have been accepted by the Engineer.

**105.11 Construction Layout.**

The following is added to this Subsection of the Standard Specifications:

**The Contractor is responsible for laying out Horizontal and Vertical control and checking survey benchmarks before the start of construction. Any discrepancies in survey benchmarks, layout control, or plan grades shall be brought to the attention of the Engineer seventy-two (72) hours prior to construction.**

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The Contractor shall establish and maintain additional Horizontal and Vertical control to replace any control points lost during construction. The Contractor shall establish the new benchmarks and shall acquire approval by the Ocean County Engineer prior to the start of construction and layout.

The Contractor shall be responsible for furnishing As-built grades at each proposed grade on the contract drawings. The As-built grades shall be hand written or electronically placed adjacent to the grades on the Construction, Drainage, Grading, or Electrical Plans. Acceptable As-builts shall consist of, but not limited to, grades, dimensions, station and offsets, inverts, pipe size, pipe material, traffic signal foundations, etc. The As-built plans shall be signed and sealed by a New Jersey Professional Land Surveyor and shall be submitted within thirty (30) days of acceptance of the substantial completion letter for the project (single work location) or each location on multiple work site projects. Two (2) paper copies and one (1) electronic copy shall be included with the submission.

105.11.04 Measurement and Payment.

This Subsection of the Standard Specifications is hereby deleted and the following substituted therefor:

No separate payment will be made for the As-built survey. All associated costs of the As-built survey shall be included in the price bid for "Construction Layout". Final payment for Construction Layout shall not be made until required As-builts have been submitted to and approved by the Engineer.

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

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Layout	Dollar

**SECTION 106 - CONTROL OF MATERIAL AND EQUIPMENT**

106.02 Department Furnished Material.

The following is added to this Subsection of the Standard Specifications:

There shall be no materials furnished by Ocean County.

106.03 Foreign Materials and Equipment.

The following is added to this Subsection of the Standard Specifications:

The attention of the Contractor is particularly directed to N.J.S.A. 40A:11-18 which requires on any contracts for County or Municipal work that only manufactured and farm products of the United States, wherever available, be used in such work. Determination of availability shall be the sole responsibility of the Engineer. Findings by the Engineer of non-availability will be set out in the contract documents.

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

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

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

1. Materials manufactured or produced outside the United States shall be delivered to a location approved by the Engineer where they shall be retained until examination can be completed.
2. The Contractor shall arrange, at his expense, any testing which the Engineer feels necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a certificate of compliance. In addition, certified mill test reports shall be attached to the certificate of compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of compliance shall contain the following information:
  - a. Project to which the material is consigned.
  - b. Name of the Contractor to which the material is supplied.
  - c. Kind of material supplied.
  - d. Quantity of material represented by the certificate.
  - e. Means of identifying the consignment, such as label marking, seal number, etc.
  - f. Date and method of shipment.
  - g. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
  - h. Signature of a person having legal authority to bind the supplier.
  - i. Signature attested to by a notary public or other properly authorized person.

**106.10 Use Of United States Flag Vessels.**

The entire text is changed to:

This section intentionally left blank.

**SECTION 107 - LEGAL RELATIONS**

**107.01.01 Applicable Law.**

The following is added to this Subsection of the Standard Specifications:

Attention of the Contractor is called to the following State laws and regulations:

N.J.S.A. 45:5A-1, et seq, which provides that the installation, erection, repair or alteration of electrical equipment for the generation, transmission or utilization of electrical energy, must be performed by an electrical contractor duly approved and licensed by the New Jersey Board of Examiners of Electrical Contractors.

It is the obligation of the Contractor to advise the applicable gas utility three business days (Saturdays, Sundays, and holidays excluded) before initiating any excavation in the vicinity of gas facilities.

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The Contractor shall make available to the Contractor's employees, subcontractors, the Engineer and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of the Hazard Communication Standard 29 CFR 1910.1200 and shall also maintain a file on each job site containing all material safety data sheets (MSDS) for products in use at the project. These material safety data sheets shall be made available to the Engineer upon request.

**107.01.02 Permits, Licenses and Approvals.**

The following is added to this Subsection of the Standard Specifications:

The Contractor is put on notice that an application has been submitted to the New Jersey Department of Transportation for a Highway Occupancy Permit.

The Contractor is put on notice that all permits necessary and required under the State specifications, DEP, Pinelands Commission, Soil Conservation District, EPA, OSHA Regulations, NIOSH recommendations, State of New Jersey regulations and any other applicable federal, state and local government regulations must be obtained prior to commencement of work.

In the event that dewatering is necessary on this project, the Contractor shall be required to obtain the necessary permits from the State of New Jersey, Department of Environmental Protection for dewatering through this contract.

**107.02 Discrimination in Employment on Public Works.**

This Subsection of the Standard Specifications is deleted in its entirety and replaced with the following:

**10:2-1 Antidiscrimination provisions.**

10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing; for the construction; alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.



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No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Amended 1945, c.171; 1962, c.213; 1970, c.80, s.7; 1985, c.490, s.9; 1988, c.37, s.8; 1991, c.519, s.10; 2006, c.100, s.1.

**107.03 Affirmative Action, Disadvantaged Business Enterprises, or Emerging Small Business Enterprise, and Small Business Enterprises.**

It is the public policy of the State and of the United States that no individual, group, firm, or corporation working on or seeking to work on a Public Works Project should be discriminated against on the basis of race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, liability for military service, affectional or sexual orientation, atypical cellular or blood trait, or genetic information (including the refusal to submit to genetic testing). The Department has developed Affirmative Action, Disadvantaged Business Enterprise, or Emerging Small Business Enterprise Programs to implement this policy, and the regulations and requirements applicable to the Contract are contained in the Special Provisions. The Department will resolve conflicts between these regulations and requirements and the other provisions of the Contract to further the above stated public policy.

(REVISED 4/10)

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

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

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

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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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. 17:27-7.2; 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 subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the 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;

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- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor 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 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.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the 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.
  - (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 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 apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance

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with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the 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 requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**107.11.02 General Insurance.**

**B. Types.**

Paragraph “**1. Comprehensive General Liability Insurance**” is deleted in its entirety and replaced with the following:

A Commercial General Liability policy shall be issued with minimum limit of liability of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above required Commercial General Liability policy shall name the County, its officers, and employees as additional insureds on a primary / non-contributory basis. The policy shall contain a waiver of subrogation clause in favor of the additional insureds.

The coverage to be provided under this policy shall be provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury. No exclusions shall apply to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations. The General Aggregate limit must apply on a Per Project basis.

Paragraph “**2. Comprehensive Automobile Liability Insurance**” is deleted in its entirety and replaced with the following:

The policy shall cover owned, non-owned, and hired vehicles with minimum limits of liability in the amount of \$1,000,000. per occurrence as a combined single limit for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The following is added to this Subsection of the Standard Specifications:

Contractual Liability Coverage is afforded to the Contractor under the Commercial General Liability, Auto Liability and Umbrella Liability Policies for bodily injury and property damages associated with their obligation under the hold harmless clause with the County of Ocean, which states that the Contractor shall protect and indemnify the Owner, the Engineer, their officers and agents against any claim or liability except a claim or liability resulting from the sole

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negligence of the Owner, the Engineer, their officers and agents or by the Owner's employees or subcontractors; and shall reimburse the Owner, Engineer and Consultants for any costs incurred by them.

The Excess or Umbrella coverage should also follow form to be on a primary/non-contributory basis and waive subrogation against the County and the additional insureds.

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

The following is added to this Subsection of the Standard Specifications:

Hold Harmless Clause:

Hold Harmless Clause shall protect and indemnify the Owner, the Engineer, their Officers and Agents against any claim or liability except a claim or liability resulting from the sole negligence of the Owner, the Engineer, their Officers and Agents or by the Owner's employees or Subcontractors; and shall reimburse the Owner, Engineer and Consultants for any costs incurred by them.

The County of Ocean and the County Engineer will be named insureds on the OCP.

**107.12 The Contractual Claim Resolution Process.**

Replace this section with:

This section intentionally left blank.

**107.13 Litigation of Claims by the Contractor.**

This Subsection of the Standard Specifications is deleted in its entirety and replaced with the following:

**40A:11-50. Process of resolution for construction contract disputes**

All construction contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

For the purposes of this section, the term "construction contract" means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management. P.L.1997, c.371.

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The Department will not participate in litigation between the RE and the Contractor.

107.14 Patented Devices, Materials, And Processes

Remove the second paragraph of this section.

107.15 Taxes.

Revise the third sentence of the first paragraph of this section to:

The sales tax exemption does not apply to equipment used for Contract work.

**SECTION 108 - PROSECUTION AND COMPLETION**

108.01 Subcontracting.

Remove sentence four of paragraph two of this section.

**1. Values and Quantities.**

The following is added to the first paragraph:

There are no Specialty Items in this Project.

Remove paragraph four of Section **108.01**

Revise Section **108.01.3.A** to the following:

**a. Federal Aid Projects.** This section intentionally left blank.

108.02 Commencement of Work.

The following is added to this Subsection of the Standard Specifications:

Where permits are being awaited as indicated under Subsection 107.01.02, the fully executed Contract will be forwarded to the Contractor upon execution by the County but Notice to Proceed will be withheld until all permits are received.

Time requirements listed in the fifth paragraph of this Subsection shall, in the above instance, be interpreted to be counted from the date of mailing the Notice to Proceed to the Contractor.

The Contractor shall not leave the roadway in a milled surface condition at the end of the working day. The Contractor will be required to place the final pavement course over the milled surface by the end of each working day. It will be the Contractor's responsibility to coordinate their milling and paving crews to achieve this requirement.

108.07 Traffic Control.

The following is added to this Subsection of the Standard Specifications:

The roadways shall remain open to traffic throughout the project.

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108.10 Contract Time.

The following is added to this Subsection of the Standard Specifications:

All work under this Contract shall be completed within **One Hundred Fifteen (115)** calendar days.

The Contractor is put on notice that if a winter shutdown period between December 15<sup>th</sup> and March 1<sup>st</sup> is required due to weather conditions, there shall be no additional payment for Demobilization/Remobilization resulting from the winter shutdown.

108.11.01 Extensions to Contract Time.

108.11.01.A.

Revise the second paragraph to:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

Change Section **108.11.01.B.3** to:

**3. Excusable, Compensable Delays.** Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the Department will grant an extension of Contract Time and will make payment for delay damages.

Change Section **108.11.01.B.4** to:

**4. Concurrent Delays.** Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.

**C. Submitting Time Impact Evaluation.** If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

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For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

108.13 Suspension of Work.

The following is added to this Subsection of the Standard Specifications:

The provisions set forth in N.J.S.A. 40A:11-16.7 shall be deemed a part of this Contract.

108.15.01 For Convenience.

The following is added after the first paragraph of this Subsection of the Standard Specifications:

The County also reserves the right to terminate the Contract or any portion thereof, at any time, upon a determination by the County Engineer, in his sole discretion, that such termination is in the best interests of the County.

108.15.02 For Cause.

Revise paragraph five to:

The Department will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed except that the Department may make payment for profit and overhead on work.

108.19 Completion And Acceptance.

The following is added:

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

108.20 Liquidated Damages.

The following is added:

Liquidated damages shall be as follows:

1. For each Calendar Day that the Contractor fails to complete Construction Operations, as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Contractor shall pay liquidated damages consisting of Road User Costs and Construction Engineering Costs to the County in the amount of \$1,250.00.
2. For each Calendar Day that the Contractor fails to complete the entire Work of the Project as specified in Subsection 108.10 of these Special Provisions, for Completion, the Contractor shall pay liquidated damages consisting of Construction Engineering Costs to the County in the amount of \$750.00, provided that Construction Operations as specified for Substantial Completion are actually completed.

The days in default set forth above are the number of Calendar Days in default when the time for Completion is specified on the basis of Calendar Days or a specified completion date.

Anytime after the Engineer notifies the Contractor in writing, that Substantial Completion of the Project has been actually achieved, the County may elect, to waive the imposition of liquidated damages under paragraph number 2 above and, in lieu thereof, require the Contractor to pay the actual costs incurred by the County for engineering, inspection, and administration (including overhead) between the actual date of Substantial Completion or such subsequent date as the County may determine and the actual date of Completion of all Work, as established by the



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Certificate of Completion. The Contractor hereby waives the right to challenge this election by the County on the grounds that such costs exceed the amount of liquidated damages specified in Subsection 108.20.

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

**SECTION 109 - MEASUREMENT AND PAYMENT**

Revise the entire text of Section **109.03** to the following:

**109.03 Payment For Force Account.**

This section intentionally left blank.

**109.04 Payment for Delay Damages.**

Revise the first sentence of Section **109.04** to:

For eligible extensions, the Department will make payment for the costs allowed based on the following documentation submitted by the Contractor:

**109.05 Estimates.**

The eighth paragraph of this Subsection of the Standard Specifications is amended to read as follows:

From the total amounts ascertained as payable, an amount equivalent to 2 percent of the amount due will be deducted and retained pending completion of all work under the Contract.

**109.09 Audits.**

The first sentence is revised to:

All claims filed are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, et seq.

**109.11 Final Payment and Claims.**

Revise the fourth paragraph to the following:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

The following Subsection is added to this Section of the Standard Specifications:

**109.13 Warranty Against Defective Work.**

Before final payment is made, the Contractor shall furnish a Surety Corporation Bond to the County in a sum equal to five percent (5%) of the adjusted Contract price on a form acceptable to the County, which bond shall remain in effect for a period of one (1) year from the date of acceptance of the work as surety for the warranties indicated in Subsection

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108.21 of the Standard Specifications. This one (1) year period does not apply to the plantings where a two (2) year planting period is required as indicated in Section 811 of the Standard Specifications.

**DIVISION 150 – CONTRACT REQUIREMENTS**

**SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

**151.04 Measurement and Payment.**

This Subsection of the Standard Specifications is hereby deleted and the following substituted therefor:

Payment for Performance Bond and Payment Bond will be made on a dollar basis at the bid price or the actual cost (gross premium), whichever is lower. Payment will be made upon delivery of the paid bill and the report of execution issued by the surety showing the gross premiums of the bonds.

**SECTION 152 – INSURANCE**

**152.03.02 Pollution Liability Insurance.**

The following is added to this Subsection of the Standard Specifications:

The Contractor will not have to procure Contractor's Pollution Liability Insurance for this project.

**SECTION 153 – PROGRESS SCHEDULE**

**153.03.01 CPM Progress Schedule.**

The first paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefor:

- 1) Work included: To assure adequate planning and execution of the work so that the completion of work is within the number of calendar days allowed in the contract, and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the work, prepare and maintain the schedules and reports described in this section.
- 2) “Day” used throughout this Subpart, unless otherwise stated, means “Calendar Day”.
- 3) Qualifications of Scheduling Personnel: Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, in analyzing by use of Critical Path Method, and in preparation and issue of periodic reports as required below.
- 4) Reference Standards: Perform all data preparation, analysis, charting and updating in accordance with all recommendations contained in the current edition of “CPM in Construction” Manual of Associate General Contractors (or in accordance with other standards approved.)
- 5) The schedule shall indicate and account for the requirement of milling and paving operations occurring during the same day so as to not leave a milled surface at the end of each working day.

Revise the sixth paragraph to:

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The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the RE approves a schedule that reflects a completion date earlier than that specified as the contract time, the Department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the Contractor or the Department.

**153.03.03 Bar Chart Progress Schedule Update.**

Revise the third paragraph to:

Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements.

**153.04 Measurement and Payment.**

PROGRESS SCHEDULE UPDATE is hereby deleted from the item list in this Subsection of the Standard Specifications.

The third paragraph of this Subsection of the Standard Specifications is hereby deleted.

**SECTION 155 – CONSTRUCTION FIELD OFFICE**

**155.01 Description.**

The following is added to this Subsection of the Standard Specifications:

No field office will be required.

**SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY**

**156.01 Description.**

The following is added to this Subsection of the Standard Specifications:

No Materials Field Laboratory or Curing Facility will be required.

**SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL  
AND WATER QUALITY CONTROL**

**158.03.02 SESC Measures.**

The following is added to this Subsection of the Standard Specifications:

The Contractor shall be responsible for any and all temporary diversion of stormwater necessary to keep the drainage system protected and fully functioning during storm events.

The following is added to this Subsection of the Standard Specifications:

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21. Dust Control.

When calcium chloride is used for dust control, the calcium chloride shall be Grade 2 in the form of loose dry granules or flakes and be fine enough to feed through commonly used spreaders at a rate of application of approximately 1.5 pounds per square yard. Care shall be exercised when using calcium chloride on steep slopes in order to prevent the calcium chloride from washing into streams or accumulating around plants. Calcium chloride shall not be applied in solution.

158.04 Measurement and Payment.

The following is added to this Subsection of the Standard Specifications:

Separate payment will not be made for temporary soil erosion and sediment control devices, but the cost will be included in the various items in the proposal.

Separate payment will not be made for the temporary diversion of stormwater.

**SECTION 159 – TRAFFIC CONTROL**

159.03.01 Traffic Control Coordinator.

The first paragraph before the list is changed to:

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

159.03.02 Traffic Control Devices.

The following is added to this Subsection of the Standard Specifications:

Separate payment will not be made for relocating traffic control devices as required or as directed.

On roads and streets, other than County Roads, affected by the work of the Project, the Contractor shall provide one (1) Sign W20-1 for each direction of traffic, except where deemed unnecessary by the Engineer. If, however, such roads or streets accommodate more than one lane of traffic in each direction, they shall be signed as specified for County Roads.

Traffic control devices shall also be placed as directed to provide traffic control for department personnel doing inspections, sampling, testing or taking measurements required for the project.

159.03.04 Temporary Pavement Markers.

This Subsection of the Standard Specifications is deleted.

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159.03.06 Traffic Stripes, Latex, Traffic Markings Lines, Latex, and Traffic Markings Symbols, Latex.

The following is added to this Subsection of the Standard Specifications:

The temporary traffic stripes and temporary traffic markings shall be laid out in accordance to the final striping per the striping plans. The temporary striping shall reflect the final striping location and color. Temporary traffic striping and temporary traffic markings shall be placed regardless of the material type to be used for the final striping.

Temporary Striping shall be installed immediately upon completion of final paving; installation of paving tabs will not be permitted.

No new stop bars are to be installed on existing non-controlled approaches prior to the day of the traffic signal activation. If the Contractor installs stop bars at any location where the existing condition does not require vehicles to stop, then the Contractor shall remove the stop bars at no additional cost to the County.

<b>Type</b>	<b>Guidance for temporary traffic striping and temporary traffic markings</b>
Longitudinal Lines (Lane Lines/Lane Extension Line/Skip Lines/Center Lines/Shoulder Lines/Edge Line)	All Longitudinal Lines shall be 4" wide and color specified in the pavement marking schedule.
Stop Lines	All Stop Lines shall reflect the width and color specified in the pavement marking schedule.
Yield Markings	All Yield Markings shall reflect the width and color specified in the pavement marking schedule.
Crosswalks	Crosswalks are not required to be painted except at the direction of the Engineer.
Gore Areas/Crosshatch Line	Gore areas shall have edge lines, but do not require hatching.
Turn Arrows/Special Markings/Lane Markings	At least one indication of turn arrows or special markings shall be placed except at the direction of the Engineer.
Parking Stalls	Parking stalls are not required to be painted except at the direction of the Engineer.
Two Way Left Turn Lane Arrows	Install every second pair of two-way arrows.

159.03.08 Traffic Direction.

The following is added to this Subsection of the Standard Specifications:

Vehicular traffic shall be interrupted for as short a time as possible. The Contractor shall erect and maintain all lights, signs and barricades where and as directed by the Engineer. All lights, signs and barricades shall conform to these Specifications.

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**B. Police.**

Uniformed police officers shall only be required for construction work as directed by the Engineer. Use of uniformed police officers are not compensable without prior written approval of the Engineer for any activity.

For the maintenance and protection of traffic under this Contract, the Contractor shall defer placing the curb pieces and backs or heads for proposed drainage structures and shall furnish and place a temporary steel cover, or other approved means, over each of the openings where required. The temporary steel covers shall be of sufficient size and strength to permit the safe and uninterrupted passage of vehicular traffic. The Contractor shall be responsible for the safe keeping of the castings and shall replace, at his own expense, all castings that may be lost or stolen or become damaged or broken so as to be unusable. When construction operations permit, the temporary covers shall be removed and shall become the property of the Contractor, and proposed curb pieces and backs installed in their final position. The Contractor shall also be required to perform all operations, including but not necessarily limited to, raising, lowering or capping existing and proposed drainage structures, and construct proposed drainage structures in stages, as and where required for the maintenance and protection of traffic and for the maintenance of drainage flow.

Portable Variable Message Signs, as specified in 1001.02, shall be provided at each end of the project no less than five (5) calendar days prior to the start of construction. The signs shall read "Road Construction to Begin On or About \_\_\_\_\_, Expect Delays" (date to be determined at the preconstruction meeting). After construction has begun, the signs shall read "Road Construction Ahead, Expect Delays". The signs shall have the ability to display different messages if and when necessary throughout the duration of the project, at the discretion of the County Engineer, including detour messages if applicable, and approved by the County Engineer.

The use of Uniformed Officers is under the County Engineer's discretion. Uniformed Officers are only required for work performed at a fully operational traffic signal. If the Contractor prefers to use Uniformed Officers in lieu of flaggers for flagging operations, the County will pay for the hourly rate stated in the bid for Traffic Director, Flagger when utilized for operations as seen in NJDOT standard specification 159.03.08. Use of officers without prior written County approval or not utilized for flagging operations/traffic direction at an operational traffic signal will not be paid for by the County. Uniformed Officers are required per the supplemental specification Subsection 702.03.12 Controller Turn-on for the phase 2 flashing operation and phase 3 normal operation.

The following Subsection is added to the Standard Specifications:

**159.03.10 Construction Working Hours.**

The following depicts acceptable working hours for construction activities. Construction activities may not commence outside these hours unless prior approval from the County Engineer has been given. Lane Closures will not be allowed without prior written approval from the County Engineer and Municipality. Any deviation from the traffic control provided in the plan set and supplemental specifications shall have prior approval by the County Engineer.

- Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays, or Legal Holidays.
- Daytime Work Hours: Monday - Friday 9:00 AM - 5:00 PM
- Nighttime Work Hours: Sunday - Thursday 9:00 PM - 5:00 AM
- There shall be no construction activity later than 5:00 P.M. on any given Friday unless prior approval from the County Engineer has been given.
- There shall be no detours unless approved by the Ocean County Engineer.

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**159.04 Measurement and Payment.**

The following is added to this Subsection of the Standard Specifications:

Payment for maintenance of traffic as specified hereinabove will be made at the unit prices bid in the proposal for the traffic control device items scheduled in the Proposal, which prices shall include cost of furnishing and installing the device complete at the locations shown on the Plans or directed by the Engineer, replacing defective devices as directed; maintaining the device in good and clean condition; removing or covering the device when it is no longer needed; and all labor, equipment and material necessary therefor and incidental thereto. No specific payment will be made for relocating the device to the various locations shown on the Plans or directed by the Engineer and all costs thereof shall be included in the price bid in the Proposal for the device.

Any traffic control devices which are lost, stolen, destroyed or deemed unacceptable while their use is required on the Project shall be replaced by the Contractor without additional compensation.

Separate payment will not be made for escape ramps provided at the edges of pavement lifts or at excavations, but all costs thereof shall be included in the prices bid for the various items of maintenance of traffic.

Uniformed Traffic Directors shall be paid at a manhour rate. The County shall reimburse the Contractor at the unit price for hours paid shown on payment records paid to the local Police Department. Separate payment shall not be made for a vehicle or any administrative fees. These costs shall be the responsibility of the Contractor. For multi-jurisdictional projects, the Contractor shall be responsible for payment to the local Police Departments at the hourly rate for each Township. The Contractor shall not exceed the hour quantity designated on the plans and specifications without the prior approval of the County Engineer. Uniformed Traffic Directors used without written approval from the Engineer are not compensable.

All traffic control devices, including striping, pavement markings and signing, that are in conflict with a specific stage of construction shall be removed. No separate payment will be made for removal of traffic control devices, but shall be paid under the items Traffic Stripes, Latex 4"; Traffic Markings Lines, Latex 24"; Traffic Markings Symbols, Latex; Breakaway Barricade; Drum; Traffic Cone; Construction Signs, Arrow Board, \_\_\_\_; Portable Variable Message Sign; and Traffic Control Truck with Mounted Crash Cushion.

The following pay item is added:

<u>Pay Item</u>	<u>Pay Unit</u>
Uniformed Traffic Director, _____	Hour

**SECTION 160 - PRICE ADJUSTMENTS**

**160.03.01 Fuel Price Adjustment.**

The following is added to this Subsection of the Standard Specifications:

Every bid specification prepared pursuant to this section may be eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract times the fuel usage factors as determined by the Department of Transportation. The types of fuel furnished shall be at the option of the Contractor.

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The fuel requirement for items not determined by the Department of Transportation to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the exact same nomenclature, similar pay items shall be combined and this combination must require 500 gallons or more of fuel to be eligible for the fuel price adjustment.

Fuel price adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price.

**160.03.02 Asphalt Price Adjustment.**

The following is added to this Subsection of the Standard Specifications:

For projects with original contract bid quantities of hot mix asphalt over 1000 tons, an asphalt price adjustment will be applied to the total amount of asphalt used on the job.

**SECTION 161 – FINAL CLEANUP**

**161.04 Measurement and Payment.**

This Subsection of the Standard Specifications is hereby deleted and the following substituted therefor:

No separate payment will be made for Final Cleanup. The costs therefor shall be included in the amount submitted under Clearing Site in the Proposal.

**DIVISION 200 – EARTHWORK**

**SECTION 201 – CLEARING SITE**

**201.01 Description.**

The following is added to this Subsection of the Standard Specifications:

**The Contractor shall perform a pre-construction video/picture survey of existing conditions prior to construction.**

**Prior to any construction/demolition activity on site, with the exception of setting up the detour, the Contractor shall make or have made a video (DVD) and/or still picture file of the existing conditions that are adjacent to the roadway, within the project limits. Particular attention should be paid to foundations, porches, sidewalks and driveways. The Contractor shall submit a color copy of the video (DVD) and/or still picture files to the Engineer prior to start of construction.**

**No separate payment will be made for the pre-construction video/picture survey. All associated costs of the pre-construction survey shall be included in the price bid for the various Clearing Site pay items.**

**The Contractor shall perform a post-construction video/picture survey of existing structures upon completion of the construction phase. Contractor shall make or have made a video (DVD) and/or still picture file of the post-construction conditions adjacent to the roadway, within the project limits (similar to the pre-construction survey). Particular attention should be paid to foundations, porches, sidewalks and driveways. The Contractor shall submit a color copy of the video and/or still picture files to the Engineer prior to Contractor's submission of final payment request.**



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**No separate payment will be made for the post-construction survey. All associated costs of the post-construction survey shall be included in the price bid for the various Clearing Site pay items.**

Clearing Site shall also include the removal and resetting, or disposal as required, of existing fences, shrubs, hedges, signs, trees (which may be large or small), and tree stumps, predominately above existing ground level either standing or felled, which are designated for removal or resetting on the Plans or by the Engineer during construction, and for which payment is not otherwise provided in the Contract.

Before hedges, shrubs and privately owned signs and fences are removed, the Contractor shall determine whether or not the owner of such hedge, shrub, sign or fence, desires to reclaim it, and if so, the Contractor shall use reasonable care in removing and storing the item so removed beyond the limits of grading.

Trees or shrubs that require pruning versus removal shall be pruned in accordance with the New Jersey Board of Tree Experts' Pruning Standards for Shade Trees.

Existing fence shall be reset wherever encountered. The work shall consist of dismantling and removing the existing fence, salvaging, storing and protecting the materials deemed by the Engineer to be suitable for reuse, disposal of unsuitable materials, and resetting the fence with approved salvaged materials and with new materials where necessary to replace those elements deemed to be unsuitable. The Contractor shall furnish, at his own expense, all new material and hardware that may be necessary.

Existing posts and fence elements which the Engineer deems suitable for reuse but which have been broken, damaged, lost or stolen after their removal from the existing fence shall be replaced by the Contractor, at his own expense, with new posts and fence elements.

201.03.01 Clearing Site.

F. Removing Sidewalks, Driveways, Curbs, and Gutters

The following is added to this Subsection of the Standard Specifications:

Where gravel or stone areas are encountered, the Contractor shall be responsible for raking back the top layer of material and stockpiling for reuse.

**SECTION 202 - EXCAVATION**

202.01 Description.

The following is added to this Subsection of the Standard Specifications:

Excavation shall be unclassified and shall include all authorized excavation as required by the Plans, Specifications or as directed by the Engineer, of all other materials of whatsoever nature encountered, exclusive of materials for which separate payment is called for in the Proposal.

202.03.02 Excavation, Test Pit.

The following is added to this Subsection of the Standard Specifications:

Separate payment shall be made for earth excavation for test pits, the work to include excavation, temporary dewatering, backfilling, temporary pavement repair, all labor and equipment and all else necessary therefor and incidental thereto, at locations where and as directed by the Engineer. The cost of this work shall be included in the pay item Excavation, Test Pit for any item which may require such test pits as listed in the Proposal.

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All test pits shall be completed and submitted to the Ocean County Engineering Department immediately following the notice to proceed and prior to any construction. The following information shall be submitted for each test pit: station, offset, depths or elevations to the top of the utility, and the utility type/size/material shall be submitted to the design engineer for review. Construction shall not commence until the test pits have been reviewed, necessary plan changes have been approved, and written direction has been given by the County to proceed. There shall be no additional payment for demobilization/remobilization.

**202.03.03 Excavation, Unclassified.**

The following is added to Part A, Section 1 of this Subsection of the Standard Specifications:

The Contractor shall be responsible for all aspects of construction dewatering required to render and maintain excavations in a dewatered and hydrostatically relieved condition. The Contractor shall design, furnish, install, operate, monitor, maintain and remove the dewatering system.

Excavations shall be shored, braced, sheathed and dewatered as conditions warrant.

The proposed dewatering operation shall be presented to the Engineer for approval before dewatering operations are initiated.

**202.03.06 Excavation, Acid Producing Soil.**

The following is added to this Subsection of the Standard Specifications:

Care shall be taken in the removal of acid-producing soil. Removal of acid-producing soil shall be in conformance with the following requirements:

1. The area of acid-producing deposits exposed should be no larger than that which is absolutely necessary for the conduct of the project.
2. Construction schedules should be formulated to provide minimum practicable exposure of acid-producing deposits.
3. Where the top layer of soil (remaining after clearance of vegetation) is free from acid-producing deposits, such soil should be stripped and stockpiled separately from the deeper, acid-producing deposits to be exposed. No acid-producing deposits shall be included in this stockpile.
4. Acid-producing deposits (including soil contaminated with such deposits and contaminated soil washed from construction equipment) should not be exposed for more than eight hours except where absolutely necessary for the conduct of the project. If such deposits must be exposed for more than eight hours, such deposits should be covered with pulverized limestone at the rate of 30 tons per acre (1,375 pounds per 1,000 square feet) and then covered with a minimum of one foot of compacted topsoil (free of acid-producing deposits) within one week after exposure or before the pH of a well-mixed sample from the uppermost two inches of the exposed deposit drops to 3.0, whichever occurs first.
5. Equipment used for excavating or backfilling acid-producing deposits should be cleaned at the end of each day's operation in such a way that will not cause the spreading of acid-producing deposits onto uncontaminated soil or into the stream.
6. Every effort should be made to minimize the spreading or mixing of acid-producing deposits (including soil contaminated with such deposits) onto or into soil free of such deposits (on or off the construction site). No construction should take place during rainstorms or while the ground is saturated if such construction is likely to smear or spread acid-producing deposits over uncontaminated soil or into waterways. If acid-producing deposits must be stock-piled on top of soil heretofore free of such deposits, the area used for stockpiling should be minimized. Erosion and sediment control measures should be applied where acid-producing deposits are exposed or stockpiled to prevent or reduce the movement of acid-producing material into streams or onto contaminated soil.

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7. Excavated material should be returned to trenches or pits in the order of its removal, i.e.: lower material first followed by upper material. (However, if acid-producing deposits are found only in the upper material then the upper material should be returned first. This exception also applies to the following sentences). Where acid-producing deposits are stockpiled on soil heretofore uncontaminated with such deposits, the top two inches of such soil should be scraped off and buried along with the "lower material". The surplus material resulting due to permanent grade reduction, placement of pipes or other structures and soil scraped from areas under temporary stock-piles of acid-producing deposits should be substituted for an equal quantity of deeper material which in turn should be removed to a suitable disposal site (see Section 3.6-4). After backfilling the deeper material, pulverized limestone should be spread over the top of the material at the rate of ten (10) tons per acre (460 pounds per 1,000 square feet), before the application of the surface layer of soil. This lining procedure is applicable only in well-drained areas. The top layer of soil free of acid-producing deposits, stripped and stockpiled in Item 3 above, should then be replaced. If necessary, additional quantities of topsoil should be imported so as to ensure at least one (1) foot deep cover of soil free of acid-producing deposits. Restrictions established in the Regulations concerning the amount of net fill that may be placed in flood plains must also be complied with.
8. Temporary vegetative cover should not be used for stabilization of acid-producing deposits unless the liming and topsoil application requirements of Item 7 and the surface soil pH requirements of Item 9 are first met. Otherwise, temporary stabilization of acid-producing deposits should be accomplished with "mulch only" in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey". No more than eight hours should elapse before the application of mulch. (Mulching for temporary stabilization is not a substitute for the limestone and topsoil application requirements of Items 4 and 7. Mulch should not be directly applied to the exposed surface of acid-producing deposits but rather to the topsoil applied to cover such deposits.)
9. Permanent vegetation should be established as soon as possible taking into account the six weeks that may be needed for the "incubation test" discussed below. Re-vegetation must be performed under the direction of a soils specialist or agronomist who by training or experience is familiar with the problems of re-vegetating acid-producing deposits. The soils specialist or agronomist should perform pH tests on the surface layer of soil where the vegetation will root (allowing for root expansion due to plant growth). If the pH is below 4.0, the soils specialist or agronomist should also perform incubation lime requirement tests (soil sample allowed to oxidize for six (6) weeks) to determine lime application rates. The pH of the surface layer of soil must be raised to at least 5.0 before seeding or planting. Seeding should always be accompanied by mulching.
10. In addition to the above requirements, the "Standards for Soil Erosion and Sediment Control" should be met.

**202.03.11 Disposal of Acid Producing Soil.**

**B. Disposal.**

The following is added to this Subsection of the Standard Specifications:

Acid-producing deposits (including earth contaminated with such deposits) that are not backfilled and covered pursuant to 202.03.07A should be disposed of on or off the construction site in a suitable manner and location. Acid-producing deposits should not be discharged into streams, indiscriminately spread over uncontaminated soil or sold or distributed as topsoil or topsoil amendments suitable for plant growth. Instead, such deposits should be buried at least two feet beneath the land surface in such a manner that the cover material is not subject to accelerated erosion. Stockpiles of acid-producing deposits awaiting burial should be covered with pulverized limestone at the rate of 30 tons per acre (1,375 pounds per 1,000 square feet) and then covered with a minimum of 12 inches of compacted soil, free of acid-producing deposits within one week after exposure or before the pH of a well-mixed sample from the uppermost two inches of the deposit drops to 3.0, whichever occurs first. Whenever practicable, the deposit should be buried the same day it is excavated.

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**202.04 Measurement and Payment.**

The Items Stripping and Excavation, Acid Producing Soils are hereby deleted as Pay Items.

The following is added to this Subsection of the Standard Specifications:

Excavation for driveways will be included in the unit prices bid for the various driveway items in the contract.

Any other miscellaneous small objects or structures encountered will be removed as directed by the Engineer under Clearing Site and shall not be measured for payment.

No separate payment shall be made for the excavation of any acid producing soils the Contractor encounters. The cost of this work shall be included in the unit price bid for Clearing Site.

No separate payment shall be made for the testing of acid producing soils. The costs associated with this shall be included in the unit price bid for Clearing Site.

Any required dewatering will be the responsibility of the Contractor. No separate payment shall be made for dewatering but will be included in the various prices bid.

**DIVISION 300 – SUBBASE AND BASE COURSES**

**SECTION 302 - AGGREGATE BASE COURSE**

**302.01 Description.**

The following is added:

Dense graded aggregate base course for this project may be produced from recycled concrete aggregate or reclaimed asphalt pavement (RAP) conforming to Subsection 901.10.

**302.03.01 Aggregate Base Course.**

The following is added:

**(F.) Waiving Standard Compaction Requirements.:**

The compaction requirements in Subpart B are waived. Compaction will be in accordance with Subsection 203.03.02B.

**302.04 Measurement and Payment.**

The following is added to the Pay Item list of this Subsection of the Standard Specifications:

**Pay Item**

**Pay Unit**

Dense-Graded Aggregate Base Course, \_\_” Thick

Square Yard

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**DIVISION 400 – PAVEMENTS**

**SECTION 401 – HOT MIX ASPHALT (HMA) COURSES**

401.03.01 Milling.

A. HMA Milling.

The following is added after the third paragraph:

If, during milling operations, the milling machine breaks through the existing HMA surface and exposes gravel or soil aggregate, the Contractor shall mill an additional four (4) inches and construct 4" Hot Mix Asphalt Base Course as listed in the proposal. If the exposed gravel or soil aggregate is unacceptable, at the direction of the Engineer, the Contractor shall excavate an additional six (6) inches and construct 6" Dense Graded Aggregate Base Course and the additional 4" Hot Mix Asphalt Base Course.

The following is added after the eighth paragraph:

The Contractor shall schedule the milling and paving operations so that the HMA Surface Course shall be constructed immediately following the milling operation. The Contractor shall end the milling operations each day to allow time for the paving operation to pave all areas that were milled.

The following Subsection of the Standard Specifications is modified as follows:

401.03.05 Tack Coat.

1. Tack Coat

Tack coat used in this Contract shall be trackless tack coat, as described herein. Any reference to tack coat within the Standard Specifications or these Supplemental Specifications shall be interpreted and meant to be trackless tack coat.

Table 401.03.05-1 is hereby deleted and replaced with the following:

Trackless Tack Coat SS 1vh shall conform to the following physical properties:

<u>Parameter</u>	<u>Test Method</u>	<u>Min.</u>	<u>Max.</u>
Saybolt Furol Viscosity, SFS @ 25°C	ASTM D88	15	100
Storage Stability, 24 hrs., %	ASTM D244	--	1
Storage Stability, 5 days, %	ASTM D244	--	5
Residue by Distillation, %	ASTM D244	50	--
Oil Distillate, %	ASTM D244	--	1
Sieve Test, %	ASTM D244	--	0.3
<u>Test on Residue</u>			
Penetration, @ 25°C	ASTM D5	--	20
Softening Point Range Deg. C	ASTM D36	65	--
Solubility, %	ASTM D2042	97.5	--
Original Binder DSR @ 82°C			
G*/SIN δ, 10 rad./sec.	AASHTO T111	1	--

Note: Product should not contain filler such as clay, etc.  
Keep from freezing.

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Supply certified test data to the Engineer showing material supplied was tested for and meets the above properties.

In areas inaccessible to distributor spray bars, use hand spraying equipment for tack coat. Do not allow traffic or construction vehicles on tack coated surfaces.

Only apply tack coat that can be paved over in the same day. Apply trackless tack coat SS-vh at a rate of 0.1 gallons per square yard and at a spraying temperature of 175°F. **To avoid clogging of the distributor truck, the tack coat must be maintained at a constant temperature of 175°F.**

Do not allow traffic or construction vehicles on tack coated surfaces until the emulsion has broken, or as otherwise directed by the Engineer.

Only apply tack coat that can be paved over in the same day.

See manufacturer's representative for correct distributor settings.

Uniformly apply the asphalt material as noted above.

Dilution is not permitted.

If product is stored for an extended period of time, prior to application, agitate or gently circulate the material.

All nozzles and spray patterns shall be identical to one another along the distributor spray bar. The angle of the nozzles should be a 15 to 30 degree angle to the spray bar axis to maximize overlap, or as recommended by the nozzle manufacturer. Contact the manufacturer's representative for required spray nozzle size, and distributor and nozzle settings.

The Engineer will determine the actual application in gallons per square yard by a check on the project.

The application is considered satisfactory when the material is applied uniformly with no visible evidence of streaking or ridging, and the application rate is  $\pm 10\%$  of the specified rate.

401.03.07 HMA Courses.

C. Test Strip

Replace the first paragraph of this Section with the following:

**Test Strip.** Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in [401.03.05](#) and [401.03.06](#), before placing HMA. Transport and deliver, spread and grade, and compact as specified in [401.03.07.D](#), [401.03.07.E](#), and [401.03.07.F](#), respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements.

D. Transportation and Delivery of HMA.

The first paragraph is changed to:

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Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime lighting is provided as specified in 108.06. The RE will reject HMA if the HMA trucks do not meet the requirements specified in 1009.02. The RE will suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weigh ticket from a fully automatic scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

1. Name and location of the HMA plant.
2. Project title.
3. Load time and date.
4. Truck number.
5. Mix designation.
6. Plant lot number.
7. Tare, gross and net weight.

**E. Spreading and Grading.**

The third paragraph is changed to:

Use an MTV for the construction of surface course in the traveled way. Ensure that the MTV independently delivers HMA from the HMA trucks to the HMA paver. Operate the MTV to ensure that the axle loading does not damage structures, roadway, or other infrastructure.

The following is added to this Subsection of the Standard Specifications:

**2. Transverse Joints.**

The transverse joint between the base course and the surface course shall offset by a minimum of twenty-five feet.

**F. Compacting.**

The following is added to this Subsection of the Standard Specifications:

After compaction has been completed, the pavement shall be free of all visible defects such as segregation, bleeding, ruts, ridges, roller marks, cracking, tearing, raveling, open or segregated transverse or longitudinal joints, depressed or raised areas around manholes or raised areas around inlets in the traveled way or any other defects, as determined by the Resident Engineer. All visible defects shall be repaired to the satisfaction of the Resident Engineer at no additional cost to the County.

At the discretion of the Resident Engineer, where it is deemed to be impractical to repair such visible defects, a payment reduction due to nonconformance will be applied according to this Subsection.

**H. Air Void Requirements.**

This Subsection is replaced by the following:

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Local Aid District Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

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The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the Local Aid Website must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE the DS8S-PD form provided on the Local Aid Website and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

**1. Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results ( $X_1, X_2, \dots, X_N$ ).**

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

**2. Quality Index (Q).**

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

**3. Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine  $PD_L$  and  $PD_U$  associated with  $Q_L$  and  $Q_U$ , respectively.  $PD = PD_L + PD_U$



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4. **Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3	
Reduction in Payment for Nonconformance to Air Void Requirements	
Percent Defective (PD) Per Lot	Reduction Per Lot (%)
$0 < PD \leq 15$	0
$15 < PD \leq 30$	0.5
$30 < PD \leq 35$	2
$35 < PD \leq 40$	10
$40 < PD \leq 45$	15
$45 < PD \leq 50$	20
$50 < PD \leq 60$	30
$60 < PD \leq 75$	45
$PD > 75$	Remove & Replace

5. **Outlier Detection.** If  $PD < 10$ , the Laboratory will not screen for outliers. If  $PD \geq 10$ , the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.

- The Laboratory will arrange the core results in ascending order, in which  $X_1$  represents the smallest value and  $X_N$  represents the largest value.
- If  $X_N$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

- If  $X_1$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

- For  $N = 5$  if  $R > 0.642$ , the value is judged to be statistically significant and the core is excluded.

For  $N = 10$  if  $R > 0.412$ , the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for  $N = 5$  and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

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If an outlier is detected for  $N = 10$ , the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD \geq 30$  for mainline or ramp lots, or  $PD \geq 50$  for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot  $PD \geq 75$  (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

I. Thickness Requirements.

This Subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

J. Ride Quality Requirements.

The following is added to this Subsection of the Standard Specifications:

This project will not necessitate ride quality requirements based on the International Roughness Index (IRI).

401.03.08 Core Samples.

Replace this Subsection with the following:

The LPA will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Upon completion of an HMA lot, the Laboratory shall drill cores at random locations at least 12 hours after paving. Take cores in the presence of the RE. The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the Local Aid Website must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is

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utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

**HMA cores are to be taken from the HMA lot for quality assurance sampling, testing and analysis within seven (7) days of completing the HMA lot.** For test strip lots and the first traveled way lot, the Laboratory shall deliver cores from the field to the testing Laboratory within 48 hours of completing the lot. The Laboratory shall deliver all other acceptance cores within 7 days of completing the lot.

After each air void lot is placed, the Laboratory shall drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.07.I, the Laboratory shall drill the surface course air void cores for the full depth of pavement.

The Laboratory shall utilize a tamper proof core sample box for core storage and transportation. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory.

The Laboratory will not accept damaged core samples for testing. If the core sample box exhibits indications of tampering, the core samples will be rejected. If any core samples are rejected, drill a replacement core at the same offset and within 5 feet of the original station and deliver to the Laboratory as specified above within 48 hours.

If the project is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

**401.04 Measurement and Payment.**

The following is added to the Pay Item list of this Subsection of the Standard Specifications:

<u>Pay Item</u>	<u>Pay Unit</u>
Hot Mix Asphalt ___ Surface Course, ___" Thick	Ton
Hot Mix Asphalt ___ Base Course, ___" Thick	Ton
HMA Milling, 2" Depth	Square Yard

The following is added:

The Department will make a payment adjustment for HMA air void quality by the following formula:

$$\text{Pay Adjustment} = Q \times BP \times PPA$$

Where:

BP = Bid Price

Q = Air Void Lot Quantity

PPA = air void PPA as specified in 401.03.07H.

The Department will make a payment adjustment for HMA thickness quality by the following formula:

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$$\text{Pay Adjustment} = Q \times \text{BP} \times \text{PPA}$$

Where:

BP = Bid Price

Q = Thickness Lot Quantity

PPA = thickness PPA as specified in 401.03.07I

**DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

**SECTION 602 – DRAINAGE STRUCTURES**

**602.01 Description.**

The first sentence of this Subsection of the Standard Specifications is amended to read as follows:

This work shall consist of the construction, reconstruction, resetting, and cleaning of inlets, manholes and catch basins.

“With a span of less than 5 feet” is hereby deleted from the last sentence.

**602.02 Materials.**

The following is added to this Subsection of the Standard Specifications:

Concrete block for catch basins, inlets, and manholes shall conform to Subsection 910.02.

**602.03.03 Set Casting, Reset Casting and Reconstructed Inlet and Manhole.**

The following is added to this Subsection of the Standard Specifications:

All castings from existing drainage structures not scheduled for reuse on the project shall be disposed of by the Contractor. The cost associated with this disposal shall be paid for under the item Clearing Site.

For a single course resurfacing, a 36" minimum circular ramp of hot mix asphalt will be placed about the periphery of the manhole leaving 2" of the head exposed. In the case where cold mix asphalt is used for convenience by the Contractor, it will be removed prior to placing the hot mix asphalt surface course. For a multi-course resurfacing, the base and/or bottom course should be placed before the head is raised. For a 3" resurfacing, when 1/2" of the existing surface course is to be milled off, after milling, the 36" bituminous concrete ramp will be placed as specified for the single course resurfacing.

**602.03.07 Curb Piece.**

The following is added to this Subsection of the Standard Specifications:

Any curb damage by construction operations shall be replaced without additional compensation.

**SECTION 606 – SIDEWALKS, DRIVEWAYS AND ISLANDS**

**606.03.01 HMA Sidewalks, Driveways and Islands.**

The following is added to this Subsection of the Standard Specifications:

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The pay item Hot Mix Asphalt Driveway, 3" Thick shall consist of the item Hot Mix Asphalt 12.5H64 Surface Course, 3" Thick or the surface course item used on this project. Dense-Graded Aggregate Base Course, 6" Thick will be used if and where directed by the Engineer. Separate payment shall not be made for any Dense-Graded Aggregate Base Course, 6" Thick or excavation that is necessary for constructing the HMA Driveways; these costs shall be included in the pay item Hot Mix Asphalt Driveway, 3" Thick.

The joint where proposed HMA driveway construction meets an existing asphalt surface shall be saw cut to form a clean, straight joint line. Saw cutting shall not be measured separately. The cost of all materials, labor and equipment required for and incidental to saw cutting shall be included in the pay item Hot Mix Asphalt Driveway, 3" Thick.

**606.03.02 Concrete Sidewalks, Driveways and Islands.**

The following is added to this Subsection of the Standard Specifications:

All Concrete Driveway, Reinforced, 6" Thick shall be reinforced with No. 10 (.135 diameter) welded steel wire mesh spaced 6 inches (6") on center where and as shown on the Plans and conforming to the requirements of welded steel wire fabric specified in Subsection 905.01.03.

Where concrete sidewalks are to be replaced, the existing sidewalk shall be removed to the nearest expansion joint and new sidewalk shall be constructed to match the grade and line of the adjacent sidewalk.

**606.03.03 Detectable Warning Surface.**

The following is added to this Subsection of the Standard Specifications:

Where the Plans propose the installation of a Detectable Warning Surface along a tight curve, the preferred geometry for a Detectable Warning Surface is a radial shape with tiles placed along the radius of the depressed curb. The Contractor shall start with a 2'x2' tile placed in the middle of the curve and cutting a wedge piece from each adjacent tile to the left and right to ensure that the domes line up perfectly when the sawed tiles are reunited and face the depressed curb. The 2'x2' tiles are cut and placed along the curve from the center tile until the last tile reaches the end of curve with a squared edge. The Contractor may cut full size 2'x4' or 2'x5' access tiles in half provided that the cut runs through the center of the space between the domes and leaves all anchors in place below the tile.

**606.04 Measurement and Payment.**

Revise the second paragraph to:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment for the additional excavation. The Department will also make payment for the additional bedding if there is not an excess of excavation available.

The following is added to this Subsection of the Standard Specifications:

Payment for the removal and disposal of any existing sidewalks and driveways and all adjacent site restoration, unless payment is otherwise provided for under other pay items, will be included in the unit price bid for the item **Clearing Site** in the Proposal.

**SECTION 607 - CURB**

**607.03.02 Concrete Vertical Curb and Concrete Sloping Curb.**

The following is added to this Subsection of the Standard Specifications:

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Concrete curb shall not be constructed from November 1<sup>st</sup> to March 15<sup>th</sup>.

Where existing curbs are to be replaced or where existing curb is damaged in construction of catch basins or other operations, the existing curb shall be removed to the nearest joint and the new curb constructed to the line and grade set by the Engineer.

**607.04 Measurement and Payment.**

The following is added:

Payment for the removal and disposal of any existing curb and all adjacent site restoration, unless payment is otherwise provided for under other pay items, will be included in the unit price bid for the item Clearing Site.

**SECTION 609 - BEAM GUIDE RAIL**

**609.03.01 Beam Guide Rail.**

The following is added to this Subsection of the Standard Specifications:

Wood posts shall be set in excavated holes and the backfill shall be firmly compacted in layers not more than 6 inches in a manner satisfactory to the Engineer.

Paragraphs seven and eight have been deleted and replaced with the following:

On two-way roadways, install two-way, butterfly-type guide rail delineators. The delineators shall be bolt-on type with a white reflector on one side and a yellow reflector on the other. Install the delineators with the white side facing the right side of the direction of traffic. Install the delineators with the yellow side facing the left side of the direction of traffic.

Mount the delineators on all W-beam guide rail at an interval of 12.5 feet (1 guide rail section) for continuous guide rail runs 25 feet or less. For continuous guide rail runs greater than 25 feet, mount the delineators at an interval of 25 feet (2 guide rail sections). A minimum of two guide rail delineators shall be mounted at each continuous guide rail run unless otherwise specified by the Engineer.

Butterfly-type guide rail delineators shall not be measured for payment as their cost shall be included in the various guide rail pay items.

**609.03.06 Removal of Beam Guide Rail.**

The following is added to this Subsection of the Standard Specifications:

Existing beam guide rail posts shall be sent to the Ocean County Road Department Garage, Chestnut Street, Toms River, New Jersey 08753.

**SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS AND RUMBLE STRIPS**

**610.01 Description.**

The following is added to this Subsection of the Standard Specifications:

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No new stop bars are to be installed on existing non-controlled approaches prior to the day of the traffic signal activation. If the Contractor installs stop bars at any location where the existing condition does not require vehicles to stop, then the Contractor shall remove the stop bars at no additional cost to the County.

This work shall consist of furnishing and installing a multiple component, retroflective traffic marking system in accordance with this provision and in reasonably close conformance to the dimensions and lines shown on the plans or established by the Engineer.

All permanent traffic stripes and markings shall be installed no earlier than 10 calendar days and no later than 14 calendar days after final paving has been completed.

**610.04 Measurement and Payment.**

The following is added to this Subsection of the Standard Specifications:

Traffic Markings, Lines, Long-Life, Thermoplastic shall be measured by the linear foot for each width of actual stripe.

Retroflective markings will be paid for at the contract unit price, which shall be full compensation for cleaning and preparing the pavement surface, for furnishing and placing all materials, and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Markings determined to be non-conforming with this specification will not be measured for payment and shall be repaired or replaced at no cost to the County.

Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Marking, Symbols, Long Life, Thermoplastic	Square Foot
Traffic Marking, Lines, Long Life, Thermoplastic, _____”	Linear Foot

**SECTION 612 - SIGNS**

The following Subsections are added to this Section of the Standard Specifications:

**612.01A Reflectorized Mast Arm Street Name Signs**

**(A) General**

Signs shall be fabricated in accordance with the layouts depicted on the contract plans. **The Contractor shall not alter the sign layout without the prior approval of the Engineer.** The general description of mast arm street name signs is as follows:

- Double sided, unless otherwise specified on the plan
- Height of 18 inches
- Sign length varies from 36 inches to 150 inches in 6 inch increments

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Sign materials shall be in accordance with Subsection 911A of these Supplementary Specifications.

**(C) Size and Series of Lettering**

Street names are designed in Series “D” alphabet, 6-inch lower-case letters with 8-inch initial upper-case letters. Cardinal directions (West, East, North, South) are abbreviated and designed using 5” upper-case “D” letters.

Roadway denominations shall be abbreviated as shown on the sign fabrication detail sheets and designed in lower-case “D” letters with initial upper-case letters. The size of the upper case letters shall be 5 inches and the size of the lower case letters shall be 3.75 inches.

County Route Markers shall be 18 inches wide by 18 inches tall, in accordance with the design information provided in Standard Highway Signs, published by the Federal Highway Administration.

Directional arrows shall be 12 inches long by approximately 7.6 inches tall.

**(D) Letter Spacing, Border Width and Corners**

Letters and words shall be sized and spaced in accordance with the layouts depicted on the contract plans. Standard dimensions are as follows:

- Spacing between the street name and its denomination may be 2 to 6 inches.
- End margins are a minimum of 5 inches, unless otherwise indicated on the contract plan sheets
- Borders are 1 inch wide.
- Legend is vertically spaced to provide equal spacing between the legend and the top and bottom borders.
- Corners are rounded to a radius of 1.5 inches.

The finished sign shall be free from defects, ragged edges, cracks, scales, or blisters. The legend shall be clean-cut.

**(E) Mounting Street Name Signs**

Signs shall be installed on traffic signal mast arms at the locations shown on the traffic signal plan using the appropriate sign bracket, as fabricated by Flemington Aluminum Brass, Inc., or approved equal. Brackets shall be affixed to mast arm using stainless steel banding. Hardware details are included in the contract plans.

Jenny Offset Sign Brackets shall be used rotation of the sign is required to align the sign with the cross-street traffic. Inner/Outer sign brackets shall be used where the signal arm is parallel to the cross street.

Aluminum Angle stiffener (1/8”x1”x1”) shall be used on all mast arm street name signs longer than 66”. The stiffener shall be 12” shorter than the sign.

A minimum height clearance of 15’ 6” between the bottom of the signs and the pavement surface shall be maintained.

**612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel "U" Post Supports and Square Tube Post Supports.**

The following is added to this Subsection of the Standard Specifications:



**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

Existing signs and sign posts shall be salvaged for future use. The signs shall be detached from the posts and delivered to the Ocean County Sign Shop, 141 Mapletree Road, Toms River, New Jersey. Adequate manpower shall be provided to unload the vehicle.

**612.04 Measurement and Payment.**

The following pay items are added:

<u>Pay Item</u>	<u>Pay Unit</u>
Mast Arm Street Name Signs	Square Foot
Regulatory and Warning Sign, Signal Mounted	Square Foot

The following is added to this Subsection of the Standard Specifications:

No separate payment shall be made for Steel “U” Post Supports and “U” Post Breakaways necessary to install the regulatory and warning signs as shown on the plans. Their cost shall be included in the unit price bid for “Regulatory and Warning Signs”.

No separate payment shall be made for any brackets, fasteners, or other hardware used to mount signs to traffic signal equipment. Their cost shall be included in the unit price bid for “Regulatory and Warning Sign, Signal Mounted” and “Mast Arm Street Name Signs”.

**DIVISION 700 – ELECTRICAL**

**SECTION 701 – GENERAL ITEMS**

**701.03 Construction.**

The following is added to this Subsection of the Standard Specifications:

Rigid Metallic Conduit that does not terminate in a junction box shall be capped and the Contractor shall include the location of the constructed conduit on the as-built drawings with ties to the conduit ends.

Trenching for rigid metallic conduit shall be 18 inches (18") minimum depth. Trenches for conduit shall have a maximum width of 8 inches (8") unless approved by the Engineer. All trenches within existing pavements shall have saw cut edges to facilitate neat repair.

Backfilling and tamping for conduits shall be in accordance with the below requirements:

Trench openings must be backfilled and compacted immediately and the trench shall have been restored to at least temporary pavement requirements such that at no time shall the roadway be opened and un-patched for a length in excess of five hundred (500) feet, or for a time in excess of one week, whichever is the more restrictive measure.

Within the limits of paved roadways, driveways and parking areas, all trench openings shall be backfilled and compacted using methods specified in this Subsection of the Standard Specifications to a compacted density of not less than ninety-five percent (95%). The top twelve (12) inches of the trench shall be backfilled with six (6) inches of Dense-Graded Aggregate Base Course and six (6) inches of Hot Mix Asphalt 19M64 Base Course. The trench shall then be allowed to settle for a period of not less than 25 days nor more than 35 days. Polymerized Joint Adhesive and Tack Coat must be used in accordance with Section 401 – Hot Mix Asphalt (HMA) Courses of these Standard Specifications, for which no separate payment will be made. The cost of this work shall be included in the unit prices per linear foot of conduit, as listed in the proposal.

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

Within grassed areas, all trench openings and damaged areas shall be backfilled for the top five (5) inches with topsoil, as defined in Section 804, and both the trench and the area disturbed by excavated material shall be seeded with Fertilizing and Seeding, as specified in Section 806 of the Standard Specifications. The cost of this work shall be included in the unit prices per linear foot of conduit, as listed in the proposal.

Broken concrete will not be permitted in the backfill for any subsurface structure.

Puddling of backfill will not be permitted.

The following is added to this Subsection of the Standard Specifications:

Fill material for drainage pockets for conduit T-drains shall be washed gravel, broken stone or blast furnace slag, conforming to the requirements of Subsections 901.03.02, 901.03.01 and 901.04, respectively. The material shall be of the size or grading shown on the Plans.

After the conduit has been installed in the trench, the trench shall be filled with soil aggregate I-5 to within six (6) inches of the surface of the existing roadway. Backfill in the remaining trench shall conform to the materials' composition of the existing roadway.

**701.03.01 Existing Systems.**

The following is added to this Subsection of the Standard Specifications:

The Contractor shall submit an OCDC-14 for each traffic signal prior to commencement of work on the traffic signal. When the Contractor is ready to begin work on the traffic signal, he shall request the County to remove the padlock from the existing controller cabinet. Once the lock is removed, the Contractor assumes maintenance responsibility for the traffic signal until final acceptance. If any malfunction or damage occurs to an electrical system prior to final signal acceptance, regardless of actions taken by the Contractor, the Contractor is required to perform the repairs for that electrical system. The Contractor is responsible for the traffic signal maintenance in accordance with the Standard Specifications Subsection 702.03 Construction.

This project requires the relocation of existing traffic signal equipment, in accordance with New Jersey Department of Transportation requirements.

Uniformed police officers must be employed to maintain traffic flow at a signalized intersection whenever the facility is temporarily extinguished. Uniformed police officers shall conform to Section 159 of these Supplementary Specifications.

The third sentence of the fifth paragraph is changed to:

The Contractor shall contact the Ocean County Traffic Signal Maintenance Supervisor at (732) 349-8165 to designate material to be salvaged. The Contractor shall deliver the salvaged material to the location specified by the Ocean County Traffic Signal Maintenance Supervisor. All other material is to be properly disposed of by the Contractor.

**701.03.12 Foundations.**

The following is added to this Subsection of the Standard Specifications:

The provisions of this Subsection of the Standard Specifications shall also apply to concrete foundations for lighting standards and for meter cabinet installations. The construction of the junction box foundations for lighting standards shall conform to the requirements of this Subsection and of Subsection 701.03.10.

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

Anchorage of mast standards and meter cabinets to foundations shall be by bolts and couplings as shown on the Plans.

Embedded anchor bolts and conduits shall conform to the requirements specified on the Plans and/or elsewhere in the Specifications.

All references to precast foundations are deleted in this Subsection of the Standard Specifications and replaced with the following: Precast foundations for traffic signal equipment will not be permitted.

**701.03.15 Cable and Wire.**

**B. Bonding and Grounding.**

The following is added to this Subsection of the Standard Specifications:

Bonding and grounding bushings for wrought iron conduit shall be a grounding insulated type constructed of hot dipped galvanized malleable iron and insulated with Bakelite, molded and locked into the bushing. Lug furnished shall be a combination type suitable for through or end connection of bonding wire. Set lug mounting and binding screws shall be stainless steel.

There is to be one ground wire per conduit, which is run between junction boxes and junction boxes, and junction boxes and foundations. Ground wire shall be grounded in each junction box and foundation via the grounding rod. Ground wire is not pulled through the conduit system in one continuous wire from the controller to the signal foundations.

**C. Connection and Coordination with Utility Services.**

The following is added to this Subsection of the Standard Specifications:

The Contractor shall obtain electrical service for the intersection in the name of the municipality in which the controller is to be placed.

**701.04 Measurement and Payment.**

The following is added to this Subsection of the Standard Specifications:

The removal cost for any existing traffic signal equipment, junction boxes, and foundations shall be paid for under the item CLEARING SITE.

For traffic signal systems, install an insulated, color-coded green, ground wire in each conduit run. Secure the ground wire to all ground rods and all materials requiring grounding.

**SECTION 702 - TRAFFIC SIGNALS**

**702.01 Description.**

The following is added to this Subsection of the Standard Specifications:

This work shall consist of furnishing and installing completely wired traffic signal systems.

A complete traffic signal installation is generally composed of two systems, one underground and the other above ground.

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

The underground installation consists of conduits, junction boxes and foundations for standards, pedestals, push button stations, meter cabinets, traffic signal controllers and the installation of detectors.

The above ground installation consists of meter cabinets, traffic signal controllers, signal standards, mast arms, pedestals, signal heads, lamps, LED traffic signal modules, pedestrian push button assemblies, wire and wiring, bonding and grounding, connection to utility service and testing.

Temporary traffic signals, where required, shall consist of furnishing, installing, maintaining and repairing temporary traffic signal systems during the various stages of construction.

Interim traffic signals, where required, shall consist of furnishing, installing, maintaining, repairing and modifying existing traffic signal systems during various stages of construction.

**702.02 Materials.**

The following is added:

Materials and equipment shall conform to Section 701 and to the following Subsections:

Push Button	918.15
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The following materials and equipment shall conform to the NJDOT Bureau of Electrical Engineering Specifications listed below:

Green L.E.D. Traffic Signal Module	EB-GRNLED-TSM
Red L.E.D. Traffic Signal Module	EB-REDLED-TSM
Amber L.E.D. Traffic Signal Module	BME-YELLED-TSM
L.E.D. Bi-modal Turn Arrow Module	EB-LED-BTAM
RS232 Dial –Up Modem	EB-DIALUP-1

LED (Light Emitting Diode) Full Field Hand/Man Pedestrian Signal Head, 1-section shall be Full Field LED Hand/Full Field Man as manufactured by US Traffic Corporation using LEDP-HMM-001, or approved equal.

LED (Light Emitting Diode) Full Field Hand/Man Pedestrian Signal Head with countdown, 1-section shall be Full Field LED Hand/Full Field Man as manufactured by US Traffic Corporation using LEDP-HMC-001, or approved equal.

All full field LED displays shall incorporate a diffuser capable of achieving a non-pixelated appearance.

Traffic signal mast arm shall consist of traffic signal arm, furnished and installed on a traffic signal standard complete with mast arm hanger and spider assemblies, or mounting bracket assembly, as required, safety chains, traffic signal heads, miscellaneous hardware and fittings, and traffic signal cable from the terminal block of each face to the base of the traffic signal standard. The wire shall be the same wire shown in the block wiring diagram for each signal component. No reduction in size shall be allowed in the traffic signal standard and mast arm. The red, green, bi-module turn arrow, and green, amber, and red turn-arrow LED modules shall be used for all related indications.

Single free swinging traffic signal heads mounted at the end of a mast arm and signal heads mounted to the top of pedestrian signal standards shall be aluminum.

Traffic signal head shall also consist of removing the lamp, lens, and reflector and furnishing and completely installing an LED module in all traffic signal heads and optically programmed signals.

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Signs mounted on traffic signal mast arms shall utilize vertical mounted type, high-strength aluminum alloy, swing sign brackets with stainless steel components; heavy duty stainless steel straps adaptable to any pole diameter; and removable stainless steel damper springs. Swing sign brackets shall be adjustable for leveling.

Aluminum traffic signal standards shall be installed complete with a separate bolt-on transformer base of one of the following types:

- a. An 8-inch Type TB-30 base with through bolts shall be furnished with all traffic signal standards mounted on 11-inch bolt circles.
- b. A 20-inch Type TB-20 base shall be furnished with all traffic signal standards mounted on 15-inch bolt circles.
- c. A 24-inch Type TB-K base shall be furnished with all traffic signal standards mounted on 22-inch bolt circles.

A separate transformer base is not required for steel traffic signal standards.

Ground studs shall be furnished and installed in all transformer bases or in the standard. Ground wire shall be installed and shall extend to the ground rod.

Traffic signal standards, Type KE, shall be mounted on a new or existing K-pole. Traffic signal standards, Type S, shall be a pole of the steel type. Traffic signal standards, Type SC shall consist of a modified steel traffic signal pole that shall have the capability of accommodating a 15 or 20 foot long lighting arm.

**702.03 Construction.**

The following is added:

The Contractor shall mark the locations of the proposed foundations using the layout information provided on the plan. No work shall commence on the construction of the traffic signal system without the approval of the layout by the Engineer.

Traffic signal assemblies shall be mounted to provide the following minimum clearance from the top of paved surface to the bottom of the housing:

- Pedestrian Signal Head – 8 feet
- Pole Mounted (on standard) – 10 feet
- All other assemblies (overhead) – 15.5 feet

All traffic signal faces, including the pedestrian signal faces of newly installed traffic signal system, shall be bagged at all times until the actual activation of the system.

On active terminals there shall be no more than two wires per terminal, each connected with separate spade terminal. Three wires may be mounted, with separate spade terminals on each conductor, under one terminal screw, in the case of spares. No splices will be allowed for any traffic signal cable except at pole bases.

Image detection shall be installed per Subsection 918.17.

Any relocation of any proposed unit required because of the interference with an existing utility facility shall be done only after inspection and approval by the Engineer.

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

702.03.01 Controller.

The following is added to this Subsection of the Standard Specifications:

The controller to be supplied under this contract shall be an Econolite Cobalt or approved equal.

702.03.05 Traffic Signal Head.

The following is added:

The Traffic Signal Head shall include the traffic signal cable from the terminal block of the face to the base of the standard.

The Contractor shall install louvers in accordance with the electrical plan. The louvers shall comply with Section 918.30 of this Supplemental Specification.

702.03.06 Pedestrian Signal Head.

The following is added:

The Pedestrian Signal Head shall consist of furnishing and installing one pedestrian signal head with pole clamp mounting, miscellaneous fittings, the drilling of the standard, installing the grommet and traffic signal cable from the terminal block of the face to the base of the standard. The signal face shall consist of a solid, full-field, non-pixelated hand/man or hand/man with countdown timer (as indicated on the construction plans) as manufactured by U.S. Traffic Corporation, or approved equal.

The countdown timer shall be MUTCD compliant and only display a countdown timer during the “Flash Don’t Walk” phase. The countdown pedestrian signal head shall be safety yellow.

702.03.07 Push Button.

The following is added:

Push Button Assemblies shall include the complete push button and housing, traffic signal cable from terminals of the push button to the base of the standard and instructional sign. The sign shall be the R10-3e(L/R) sign, in conformance with the MUTCD. The sign shall have an aluminum panel per the Standard Specification Subsection 911.01.02A and be mounted to the pole. Push buttons shall operate on logic ground.

Push button standard shall consist of a traffic signal pedestal complete with all mounting hardware and rain tight pole cap.

702.03.12 Controller Turn-On.

The following is added to this Subsection of the Standard Specifications:

**Existing Traffic Signal Activation – Minor Timing Changes:** Existing Traffic Signals with no phasing changes, and only minor timing changes, activation may be scheduled Monday through Friday.

No new stop bars are to be installed on existing non-controlled approaches prior to the day of the traffic signal activation. If the Contractor installs stop bars at any location where the existing condition does not require vehicles to stop, then the Contractor shall remove the stop bars at no additional cost to the County.

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One PVMS shall be placed on each approach to the intersection on the day of Flash Mode Activation or for any existing signal that will have phasing changes.

The Contractor shall provide a minimum of four (4) calendar days notice for all traffic signal inspection requests.

**Assumption of Maintenance – Existing Signals.**

The Contractor shall notify the County that the traffic signal system, along with all signs and pavement markings, is completed and may be inspected to ensure conformance with the Contract requirements. The traffic signal system inspection shall be performed within four (4) working days of notification. This procedure shall be repeated until all required items are completed. The activation (flash mode) of the traffic signal will be scheduled upon completion of all traffic signal system items. For the traffic signal activation (flash and normal operation), a technical representative of the controller manufacturer shall be present on site. Maintenance acceptance will be considered only after all testing has been completed, defects corrected, all indications are operational and properly aimed, cables tagged, controller fully operational and performing all timing functions required, and all other items of work associated with the signal are completed, including ADA accessibility to signal equipment. Thirty (30) calendar days after the completion of the traffic signal system, the County will assume maintenance of said traffic signal system. The thirty (30) calendar day maintenance period does not begin until all outstanding intersection improvements have been addressed and inspected/accepted by Traffic Engineering and the Traffic Signal Supervisor. This includes, but is not limited to, signing, striping, aboveground traffic signal equipment, and belowground traffic signal equipment. If any of the new signal equipment constructed/installed in this Contract needs to be replaced during the thirty (30) calendar day maintenance period, the thirty (30) calendar day maintenance period restarts once the equipment is fixed and inspected/approved.

The activation of the traffic signal system shall be performed in accordance with the following County procedure:

**II. Replacement of /Modifications to Existing Traffic Signal System – Minor Modifications.**

**Phase 1 - Inspection**

1. All testing shall be completed and successful, all defects and deficiencies corrected, all indications operational and properly aimed, cables tagged, all other items of work associated with the signal completed, and all signs and pavement markings properly installed at least six working days before the scheduled activation of the signal.
2. The County shall perform a final inspection of the signal system within four days, and upon satisfactory conditions of the signal system, will confirm the scheduled activation date. Any deficiencies found during the final inspection will result in the activation being re-scheduled.
3. The detection system and the modem, telephone line and telephone account shall be completely established and operational at the time of inspection.

**Phase 2 - Normal Operation**

1. The Contractor shall provide As-Built Traffic Signal Operational and Electrical plans to the County prior to scheduled activation.
- 2.
3. Actual activation shall consist of the following steps:
  - a. required personnel - representatives of the General Contractor, Electrical Contractor with appropriate equipment, representative(s) of the Ocean County Engineer's Office and the manufacturer of traffic signal control components

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

- b. installation of all required equipment in the controller cabinet by the representative of the manufacturer of traffic signal control components
  - c. testing of installed equipment (timings, conflicts, push buttons, other detection, etc.)
  - d. unbagging of all signal heads, and signs if applicable
  - e. disconnecting of the existing installation
  - f. activation of the signal and PVMS
  - g. final testing of controller equipment under normal operation conditions by the representative of the controller manufacturer
  - h. minor re-aiming of signal heads, if necessary
  - i. removal of the existing signal installation
4. Observation of signal operation and traffic flow.

Uniformed police officers shall be present at the site to direct traffic and ensure safety to the traveling public as well as to all construction personnel throughout this step. Uniformed police officers shall be employed by the Contractor.

5. Fine-tuning and modifications of the traffic control devices as directed.

**702.03.15 Backplate**

Backplates shall be installed per Section 702.03.05. Backplates shall conform as detailed in the plan set with a 2" yellow reflective border.

**702.03.24 Controller, 8 Phase, Replacement.**

The Contractor shall remove the existing controller and replace it with an Econolite Cobalt or approved equal. The Contractor shall submit a catalog cut for review and acceptance before final approval is given to proceed. The installation of the new controller may be completed at the day of the signal activation. Refer to 702.03.12 for the Controller Turn-On procedure. The Contractor shall dispose of the existing controller.

**702.04 Measurement and Payment.**

The following is added to this Section of the Standard Specifications:

Controller assemblies of the various phases and meter cabinets of the various types will be measured by the number of units.

Costs associated with the Controller Turn On shall include the implementation of the new timing directive and shall be measured in units.

The item Controller, 8 Phase, Replacement shall be paid for in units. The cost of removing the existing controller, installing and activating the new controller, and all necessary manpower and equipment shall be included in the cost of this item.

The item Push Button shall include the cost of the push button assembly, wire from the base of the foundation to the push button, R10-3e signs, and all mounting materials.

The cost of the R10-3E signs, aluminum panel, brackets, fasteners, or other hardware used to mount signs to traffic signal equipment shall be included in the unit price bid for "Push Button".



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The following is added to the item list in this Subsection of the Standard Specifications:

<u>Pay Item</u>	<u>Pay Unit</u>
Backplate	Unit
Controller, 8 Phase, Replacement	Unit

Payment for junction boxes, conduits, ground wire and service wire will be made according to Section 701.

Payment for swing sign brackets shall be included in the price bid for various electrical items.

**DIVISION 800 – LANDSCAPING**

**SECTION 804 – TOPSOIL SPREADING**

804.01 Description.

The first paragraph of this Subsection of the Standard Specifications is hereby deleted and replaced by the following:

This work shall consist of the preparation and placement of topsoil obtained from the site of the project and the furnishing, preparation and placement of topsoil imported to the project site from other sources.

804.03.02 Borrow Topsoil.

The following is added to this Subsection of the Standard Specifications:

Borrow Topsoil shall not be measured for payment as such but will be paid for as Topsoil Spreading, \_\_” Thick.

804.04 Measurement and Payment.

The following is added to this Subsection of the Standard Specifications:

Within grassed areas, all trench openings and damaged areas shall be backfilled for the top five (5) inches with topsoil as defined in Section 804 and both the trench and the area disturbed by excavated materials shall be fertilized and seeded as specified in Section 806 of the Standard Specifications.

The item Borrow Topsoil is hereby deleted as a Pay Item.

The last paragraph of this Subsection of the Standard Specifications is hereby deleted.

**SECTION 806 - FERTILIZING AND SEEDING**

806.03 Construction.

The following is added to Subpart (C.) Seed and Fertilizer Application. of this Subsection of the Standard Specifications:

The dry method and not the hydraulic method shall be the only acceptable method to place seed and fertilizer due to the sandy nature of the subsoils in this Project.

All seed must be watered with sufficient frequency and quantity to ensure that the soil in seeded areas remains moist but not saturated. It shall be the Contractor’s responsibility to ensure that the seed is properly watered and grows.

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

There shall be no additional payment for watering.

**806.04 Measurement and Payment.**

The following is added to this Subsection of the Standard Specifications:

Any water, equipment, materials, or labor required to sufficiently water the seed shall not be measured for payment, but the costs associated with watering shall be included in the unit prices bid for the various pay items in this Contract.

**DIVISION 900 - MATERIALS**

**SECTION 901 - AGGREGATES**

**901.03.01 Broken Stone.**

The Subpart labeled Carbonate Rock shall have the following added thereto:

Broken Stone used for hot mix asphalt surface courses shall contain no carbonate rock.

**901.06 Aggregates for Concrete, Mortar and Grout.**

**901.06.01 Coarse Aggregate.**

The first sentence is changed to read as follows:

Coarse aggregate shall be broken stone or washed gravel conforming to Subsection 901.03.01 or 901.03.02 respectively, except that carbonate rock shall not be used for concrete surface courses, bridge structures, retaining walls and culverts.

**901.10 Dense Graded Aggregate (DGA).**

The following is added to this Subsection of the Standard Specifications:

Dense graded aggregate may be produced from recycled hot mix asphalt aggregate generated by a cold planing operation which shall conform to the gradation and plasticity requirements above.

**SECTION 902 – ASPHALT**

**902.02.02 Composition of Mixtures.**

The following is added after the third paragraph of this Subsection of the Standard Specifications:

Recycled materials shall constitute a maximum of 20%, by weight, of the total pavement mixture for surface pavement courses. If the mix design constitutes 20% recycled materials, testing shall be in accordance with Subsection 902.13.04.

**902.02.03 Mix Design.**

The following is added:

Unless otherwise approved by the Engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

**RECONSTRUCTION AND RESURFACING OF NORTH COUNTY LINE ROAD FROM JACKSON MILLS ROAD TO BENNETTS MILLS ROAD, TOWNSHIP OF JACKSON**

902.02.04 Sampling and Testing.

The following is added to this Subsection of the Standard Specifications:

If the mix design constitutes 20% recycled materials, testing shall be in accordance with Subsection 902.13.04.

The following Subsection is added:

- E. Acceptance of HMA.** The Department may accept the HMA as specified in 902.02.04.A through 902.02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form “DS-8 HMA Testing Summary Report – State Aid” provided on the Local Aid Website must be utilized by the Laboratory to report their findings to the RE.

Alternatively, the Department may accept the HMA by Certification of Compliance according to 106.07.

**SECTION 903 - CONCRETE**

903.08 Mortar and Grout.

The following is added:

Mortar used to reset manhole and inlet castings shall be non-shrink and develop a one hour compressive strength of 2500 PSI.

**SECTION 910 - MASONRY UNITS**

910.02 Concrete Block for Inlets and Manholes.

All references to inlets within this Subsection of the Standard Specifications shall be interpreted to mean inlets and/or catch basins.

**SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS**

The following Section is added:

**SECTION 911A – STREET NAME SIGNS**

911A.01.01 Materials.

All signs shall be double sided unless otherwise specified on the plan. The substrate shall be aluminum 6061-T6 or 5052-118 having a thickness of 0.100 inches. The sheeting shall be “Diamond Grade” reflective material. The legend shall be white letters on green background for street names and gold legend on blue background for County roadway identification signs. Three processes are permissible:

1. The sign face shall be made from white “Diamond Grade” reflective sheeting. The legend shall be screened and coated with a clear finish. Screen processed opaque black color need not be clear coated and shall be in accordance with the recommendations of the sheeting manufacturer; or
2. Sign face shall be made from white “Diamond Grade” reflective sheeting. A green precut translucent material is then applied in accordance with the recommendations of the sheeting manufacturer; or
3. Sign face shall be made from green “Diamond Grade” reflective sheeting. Precut “Diamond Grade” material is then applied to produce the border and lettering.

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**911A.01.05 Installation.**

Signs shall be installed on traffic signal mast arms at the locations shown on the traffic signal plan using the appropriate sign bracket, as fabricated by Flemington Aluminum Brass, Inc., or approved equal. Brackets shall be affixed to mast-arm using stainless steel banding. Hardware details are included in the contract plans.

Jenny Offset Sign Brackets shall be used when rotation of the sign is required to align the sign with the cross-street traffic. Inner/Outer sign brackets shall be used where the signal arm is parallel to the cross-street.

Aluminum Angle stiffener (1/8"x1"x1") shall be used on all mast-arm street name signs longer than 66". The stiffener shall be 12" shorter than the sign.

A minimum height clearance of 15'6" between the bottom of the signs and the pavement surface shall be maintained.

**SECTION 913 – GUIDE RAIL, FENCE, RAILING, AND BOX BEAM**

**913.01.01 Rail Element.**

This Subsection is changed to:

Rail element shall be steel conforming to AASHTO M 180, Class A, Type 1 in Table 2, except that galvanization shall be done after fabrication and after all shearing and punching. The weight of the zinc coating shall conform to Type 1 in Table 1.

**SECTION 914 - JOINT MATERIALS**

**914.03 Polymerized Joint Adhesive.**

Change the first sentence to the following:

For longitudinal cold joints in HMA paving, around castings, and at concrete curb interfaces, use polymerized joint adhesive that is a hot-applied asphaltic joint adhesive listed on the QPL and conforms to the requirements in Table 914.03-1:

**SECTION 917 - LANDSCAPING MATERIALS**

**917.01 Topsoil.**

The first source listed under the second paragraph of this Subsection of the Standard Specifications is changed to read as follows:

Soils having less than 4.1 or more than 7.0 pH value.

**917.03.01 Grass Seed Mixtures.**

The following is added to this Subsection of the Standard Specifications:

**Type A-5 Grass Seed Mixture.**

KIND OF SEED	MINIMUM PURITY PERCENT	MINIMUM GERMINATION PERCENT	PERCENT OF TOTAL WEIGHT OF MIXTURE
Kentucky 31 Tall Fescue (Rebel or Falcon)	95	80	50
Chewings Fescue (Banner or Jamestown)	95	85	30

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Perennial Ryegrass (Linn)	98	85	20
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Rye or Oat grain shall be sown with Type A-5 Seed Mixture at the rate of 10 lbs. per acre.

**SECTION 918 - ELECTRICAL MATERIALS**

**918.14 Lamps.**

The following is added to Subpart (1):

All red, yellow, and green indications shall be non-blackout LED fixtures as manufactured by Ecolux or approved equal. These LED fixtures shall meet or exceed the beam candlepower requirements of the Department and possess the current Department EE approval.

The following Subsections are added to this Section of the Standard Specifications:

**918.15 Push Button.**

Pedestrian Push Button sign shall be the instructional sign R10-3e(L/R). ). The sign shall have an aluminum backplate and be mounted to the pole. The push button shall be a BullDog III Series Vandal Resistant ADA Push Button Model: BDL3-Y or approved equal.

## STATE FUNDED PROJECT ATTACHMENT 1

### SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.

**C. Definitions**

- 1. Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.

Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:

- a. Small business with gross revenues that do not exceed \$3 million.
- b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
- c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.

The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.

Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:

- a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
- b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
- c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
  1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
  2. Consultants employed under contracts for which the business wants to be eligible as a small business.

- 2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and

quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

3. **Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.
4. **SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. **SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13 et seq. which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

**D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.

1. Post Award Obligations

- a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
- b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](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 Section 108.
- 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 zero (0) 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](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 subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or 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 Contractor 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 apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral,



or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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:

<b>Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects</b>		
County	Minority % Participation Percent	Women % Participation Percent
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

The NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
  2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
  3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
  4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- D.** Comply with the other requirements of these EEO Special Provisions.
- E. Reporting Requirements.**
1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
    - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with

N.J.A.C. 17:27-7. Also, submit the information within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasury's website at:

[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa202.pdf](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](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](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.

## **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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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