

**CITY OF VINELAND  
VINELAND, NEW JERSEY**

**SPECIFICATIONS**

**FOR**

**RESURFACING OF N. VALLEY AVENUE  
(E. PARK AVE. TO E. OAK ROAD)  
COV BID # 2025-26**

**BID OPENING: TUESDAY, AUGUST 19, 2025**  
**PREVAILING TIME: 2:00 P.M.**

**DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
640 E WOOD STREET  
P.O. BOX 1508  
VINELAND, NJ 08362-1508**

**Jeanine N. Meneghetti, QPA  
Purchasing Agent  
(856) 794-4040 Phone  
(856) 405-4605 Facsimile  
[jmeneghetti@vinelandcity.org](mailto:jmeneghetti@vinelandcity.org)**



640 E. WOOD STREET  
P.O. BOX 1508  
VINELAND, NJ 08362-1508

DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
JEANINE N. MENEGHETTI, QPA  
PURCHASING AGENT

PHONE: (856) 794-4040  
FAX: (856) 405-4605

### NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Vineland on Tuesday, August 19, 2025, at 2:00 p.m. prevailing time in the Purchasing Department, 5<sup>th</sup> Fl., City Hall, 640 E. Wood Street, Vineland, New Jersey 08360, at which time and place, bids will be opened and read in public for the furnishing of:

#### COV BID 2025-26 RESURFACING OF N. VALLEY AVENUE

Bid must be submitted in **duplicate** and shall be enclosed in an opaque sealed envelope, addressed to "Division of Purchasing, City of Vineland, 640 E. Wood Street, PO Box 1508, Vineland, NJ 08362-1508"

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

**You must submit paper documents as your bid package. We cannot accept electronic copies.** The documents to be submitted start with the Checklist. **(PLEASE DO NOT SUBMIT THE SPECIFICATIONS WITH YOUR BID PACKAGE.)** **Original signatures must be on one document.** (Please use [blue](#) ink for the signatures.) The duplicate can be a photocopy.

If you have any questions, please contact the Purchasing Agent at the above number or email [PurchasingOffice@vinelandcity.org](mailto:PurchasingOffice@vinelandcity.org)

**DO NOT STAPLE DOCUMENTS**  
**NO DOUBLE-SIDED COPIES**

**CITY OF VINELAND  
GENERAL INSTRUCTIONS  
(CONSTRUCTION)**

**I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached and shall be submitted in a clearly marked sealed envelope addressed to:

If delivered:

**DIVISION OF PURCHASING  
640 E. WOOD STREET  
5TH FLOOR  
VINELAND NJ 08360**

If mailed:

**DIVISION OF PURCHASING  
640 E. WOOD STREET 5TH FL  
PO BOX 1508  
VINELAND NJ 08362-1508**

\* Do not use PO Box on Overnight Delivery Services, i.e. (Fed-Ex)

Bidder's name, address, bid category, and due date must appear on the outside of the BID ENVELOPE containing the bid.

- C. Sealed bids will be received by the Purchasing Agent or designated representative, at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour **and at the place designated. Bids may be hand delivered or mailed; however, the City disclaims any** responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail service, the designation in sub-section B, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City of Vineland shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The City of Vineland shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
- E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

- G. Bids will be received only on the bidding forms attached to this specification or a true copy thereof with all notations to be done in ink or typed and signatures must be done in ink. **ONLY ORIGINAL SIGNATURES ON ALL DOCUMENTS WILL BE ACCEPTED. RUBBER STAMPS, COMPUTER GENERATED SIGNATURES, COPIER GENERATED SIGNATURES, OR ANY OTHER ARTIFICIAL SIGNATURES SHALL NOT BE ACCEPTABLE AND SHALL BE REASON FOR REJECTION.** City of Vineland will not be held responsible for any erroneous pages or pages missing from this bid document if it is obtained from a source other than the Purchasing Department of the City of Vineland. City of Vineland will not be held responsible if bidders (vendors) fail to receive any updates or addenda to the specification, if they haven't contacted the Purchasing Department.
- H. Each bid proposal form must give the full business address, business phone, fax, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.
- J. Potential bidders are hereby cautioned that they are bidding at their own risk and that the specifications/bid packages may or may not be complete if the specifications/bid packages were provided by a third party supplier.
- The City shall not be responsible for third party supplied specifications/bid packages.
- K. The City reserves the right to reject individual and/or all bids in accordance with law.
- L. Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).
- M. Contracts shall be awarded to the lowest responsive and responsible bidder. City Council reserves the right to reject any and all bids and to waive minor discrepancies therein. City Council also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- N. Questions concerning this bid shall be directed in writing to the Division of Purchasing, Attention: Jeanine N. Meneghetti, Purchasing Agent, may be reached by facsimile at (856) 405-4605 or by email at [PurchasingOffice@vinelandcity.org](mailto:PurchasingOffice@vinelandcity.org). The last day for questions is Tuesday, July 29, 2025, at noon.



## II. BID SECURITY AND BONDING REQUIREMENTS

**The following provisions, if indicated by an (X), shall be applicable to this bid and be made as part of the bid documents:**

☒ A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

☒ B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety shall result in rejection of the bid.

☒ C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

☐ D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

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E. MAINTENANCE BOND

Upon acceptance of the work by the City, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed **100%** of the project costs, guaranteeing against defective quality of work or materials for the period of:

\_\_\_\_\_ 1 year  
\_\_\_X\_\_\_ 2 years

**III. INTERPRETATION AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error in the summation of the extended totals, the computation by the City of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

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A Pre-Bid Conference is not required for this bid.

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A pre-bid conference for this proposal will be held on \_\_\_\_\_. Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

#### **IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

#### **V. INSURANCE AND INDEMNIFICATION**

**The insurance documents as listed below shall include but are not limited to the following coverage's. (where insurance requirements are listed under other sections of these specifications, the higher limits will prevail.)**

##### **A. INSURANCE REQUIREMENTS**

###### **1. Worker's Compensation Insurance**

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Statutory Limit for Workers' Compensation and \$500,000 for Employer's Liability.

###### **2. General Liability Insurance**

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person/any one accident for bodily injury and property damage and \$3,000,000 aggregate, and shall be maintained in full force during the life of the contract.

###### **3. Automobile Liability Insurance**

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person / any one accident for bodily injury and property damage, and shall be maintained in full force during the life of the contract.

###### **4. Other Forms of Insurance Required**

## B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City of Vineland as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City of Vineland as an additional insured.

## C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the City of Vineland from all claims, suits or actions, and damages or costs of every name and description to which the City of Vineland may be subjected or put by reason of injury to the person or property of another, or the property of the City of Vineland resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

## VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The City of Vineland is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## VII. STATUTORY AND OTHER REQUIREMENTS

**The following are mandatory requirements of this bid and contract.**

### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

#### 1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

## 2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

## B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the City harmless.

## C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

## D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration. Certificate must be submitted prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New

Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

**If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.**

☐ E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☒ F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Bidders are cautioned to take into consideration statutory legal requirements, particularly the payment of prevailing wages. It is Bidder's sole responsibility for determining the correct labor classification(s) and paying the correct and proper wage and benefits, and it is imperative that the Contractor familiarize itself with the current wage and benefit rates before submitting bids based on these specifications. **NOTE: Additional information and current wage rates are available at: [http://lwd.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.state.nj.us/labor/wagehour/wagehour_index.html).**

☒ G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [http://lwd.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html)

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☐ **H. NON-COLLUSION AFFIDAVIT (Not Applicable)**

The Affidavit shall be properly executed and submitted with the bid proposal.

**I. PAY TO PLAY**

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**J. NJ ONE CALL**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with the requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

**VIII. METHOD OF CONTRACT AWARD**

- The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- The City may also elect to award the contract on the basis of unit prices.

- E. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City.
- F. **Choice of Law:** The agreement with the successful bidder shall be construed in accordance with the laws of the State of New Jersey. In the event of litigation or other legal proceedings commenced to enforce the terms of the agreement, the venue of such litigation shall be the Superior Court of New Jersey, Cumberland County.

## **IX. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

## **X. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the contractor, the City may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.



It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new City(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
- H. The City may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

## **XI. PAYMENT**

- A. No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the City's policy and procedures.

## **XII. W-9**

- A. Bidder shall complete the W-9 form and submit it to the City of Vineland Division of Purchasing prior to contract award. This form is available at the following link:  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

## **XIII. Contract Records**

As per N.J.A.C. 17:44-2.2, Vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.



**PERMISSION FOR BIDDER TO WITHDRAW A BID  
DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES**

**(N.J.S.A. 40A:11-23.3)**

**N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

**A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Jeanine Meneghetti, Purchasing Agent, 640 E. Wood Street, P.O. Box 1508, Vineland, NJ 08361-1508, Vineland, NJ 08361-1508. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Jeanine Meneghetti, Purchasing Agent, may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.**

**A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the City of Vineland's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.**

**The City of Vineland will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.**

### **LOWEST BIDDER PREVAILING WAGE CERTIFICATION**

In the case of a Bidder making the lowest bid for this contract by at least ten percent (10%) under the amount of the next lowest bidder, they shall be required to certify to the City of Vineland prior to the award of a contract that the prevailing wage rates required pursuant to the Prevailing Wage Act shall be paid in performing the work under the contract. In the event that the Bidder does not provide the certification prior to the award of the contract, the City of Vineland shall award the contract to the next lowest responsible and responsive bidder.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
NJ.S.A.10:2-1 ET SEQ.**

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

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

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Provisions Concerning Changed Conditions in Construction Contracts  
(N.J.S.A. 40A:11-16.7)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **City of Vineland**

### **Revised Contract Language for BRC Compliance**

#### **Good and Services Contracts (including purchase orders)**

#### **\*Construction Contracts (including public works related purchase orders)**

N.J.S.A 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used;
4. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1095997
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	

**THIS PROJECT REQUIRES A  
CERTIFICATE FOR PUBLIC WORKS  
CONTRACTOR REGISTRATION  
FOR GENERAL CONTRACTORS  
AND SUBCONTRACTORS  
IN ACCORDANCE WITH PL 1999,  
C. 238**

For questions or information about PL 1999, C.238, please call Contractor Registration Unit, New Jersey Department of Labor, Division of Wage and Hour Compliance, 609-292-9464 or e-mail: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us).

The website is [http://lwd.state.nj.us/labor/wagehour/regperm/reg\\_and\\_permits.html](http://lwd.state.nj.us/labor/wagehour/regperm/reg_and_permits.html)

**CERTIFICATE MUST BE SUBMITTED TO THE CITY OF VINELAND PURCHASING AGENT PRIOR TO CONTRACT AWARD. CERTIFICATES MUST ALSO BE SUBMITTED FOR ANY/ALL OF THE COMPANIES/INDIVIDUALS LISTED ON THE SUBCONTRACTORS LIST AS THE PRIME SUBCONTRACTORS (AS REQUIRED BY NJSA40A:11-16).**

**The City of Vineland cannot accept applications. We cannot award a contract if the certificate was not issued to the contractor/subcontractor prior to submission of the bid.**

Certificate Number

Expiration Date. **VOID**

# State of New Jersey



Department of Labor

Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to Public Law 1999 Chapter 238, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public works is issued to

**VOID**

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner of Labor.

*Albert G. Kroll*

ALBERT G. KROLL, Commissioner  
Department of Labor

NON TRANSFERABLE

**S A M P L E**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27-1.1 et seq.**

**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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 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;
- (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 with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the 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 N.J.A.C. 17:27-1.1 et seq.

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

The contractor and the City of Vineland, (hereafter "City") do hereby agree that the provisions of title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City of Vineland 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any 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 City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City of Vineland or if the City of Vineland 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 City 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 proceedings is brought against the City of Vineland, or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the City of Vineland assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and 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 contractors obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



**CITY OF VINELAND  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**TECHNICAL  
SPECIFICATIONS  
FOR STATE FUNDED PROJECTS  
2025**

**FOR  
RESURFACING OF N. VALLEY AVENUE  
(PARK AVENUE TO OAK ROAD)**

**DESIGN DATE  
MAY 29, 2025**

**PREPARED BY**

**MICHAEL RUSSO  
ASSISTANT ENGINEER - CIVIL  
856-794-4000 EXT. 4092**

**CITY OF VINELAND  
ENGINEERING DIVISION  
DAVID J. MAILLET, CITY ENGINEER  
640 E. WOOD STREET, P.O. BOX 1508  
VINELAND, NJ 08362-1508  
TEL: 856-794-4090  
FAX: 856-405-4606**

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## GENERAL CONDITIONS AND GENERAL SPECIFICATIONS

### 101 DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "Contract" means the contract executed by the City of Vineland and the Contractor.
- B. The term "Local Public Agency" means the City of Vineland which is authorized to undertake the contract.
- C. The term "Contractor" means the person, firm or corporation entering into the Contract with the City of Vineland to construct and install the improvements embraced in these specifications.
- D. The term "Project Area" means the working site and environs within which are the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this contract.
- E. The term "Engineer" means the City Engineer or his designated representative.
- F. The term "Local Government" means the City of Vineland, New Jersey.
- G. The term "Drawings" means the drawings listed in the schedule of Drawings.
- H. The term "Detailed Specifications" means that part of the specifications which describes, outlines, and stipulates: the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the construction work to be performed under this contract.
- I. The term "Addendum" or "Addenda" means any changes or revisions of the contract documents which have been duly issued by the Local Public Agency to prospective bidders prior to the time of receiving bids.
- J. The term "Source Documentation" means written or photographic evidence relative to the project. This shall include, but not be limited to, delivery slips, made in America certifications, field orders, inspection reports, photographs, approved submittals, as-built plans, hand marked plans, computations.

### 102 SUPERINTENDENCE BY CONTRACTOR

- A. The Contractor shall provide a competent superintendent on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

- B. The Contractor shall supervise his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, alignment and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### **103 SUBCONTRACTS**

- A. No proposed subcontractor shall be disapproved by the City of Vineland except for cause.
- B. The Contractor shall be as fully responsible to the City of Vineland for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvement embraced in this specification.
- E. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Vineland.

### **104 OTHER CONTRACTS**

The City of Vineland may award, or may have awarded other contracts for additional work and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the City of Vineland. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

In the event that the Traffic Control Plans (TCP) for the Contractor overlaps with that of another Contractor in the employ of the City, City Engineer will direct revisions as needed. A change order will be prepared for any changes made to the Traffic Control pay items.

### **105 FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, subcontractors, or material engaged upon this contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work and all surrounding work.

### **106 MUTUAL RESPONSIBILITY OF CONTRACTORS**

If (through acts or neglect on the part of the Contractor) any other Contractor, or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the City of Vineland on account of any damage alleged to have been so sustained, the City of Vineland will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City of Vineland shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

## **107     PROGRESS SCHEDULE**

The Contractor shall submit for approval immediately after execution of the contract, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of work. This schedule shall be updated regularly and as directed by the City Engineer.

## **108     PAYMENTS TO THE CONTRACTOR**

### **A.       PARTIAL PAYMENTS**

1. Contractor must submit request for partial payment monthly on standard City of Vineland vouchers to the Engineer for his approval. Processing of request for payment shall be in accordance with Instructions to Bidders and the Local Public Contracts Law. Payment requests are considered to be incomplete if certified weekly payroll forms and monthly, quarterly, or yearly reporting documents (as needed) are not provided with reimbursement requests. Payment will not be made for items installed without approved submittals or appropriate source documentation.
2. Monthly or partial payments made by the City of Vineland to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City of Vineland. Such payments shall not constitute a waiver of the right of the City of Vineland to require the fulfillment of all terms of the contract and the delivery of improvements embraced in this contract complete and satisfactory to the City of Vineland in all details.

### **B.       FINAL PAYMENT**

1. After final inspections and acceptance by the City of Vineland of all work under the contract, the Contractor shall prepare his request for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the contract. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all

previous payments. Final payment to the Contractor shall be made subject to his furnishing the City of Vineland with a release in satisfactory form of all claims against the City of Vineland arising under and by virtue of contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided in this specification. Payment will not be made for items installed without approved submittals or appropriate source documentation.

2. The City of Vineland, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors, having performed any work and all persons having supplied materials, equipment (installed on the project) and services to the Contractor, if the City of Vineland deems the same necessary in order to protect its interest. The City of Vineland, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall nowise impair the obligations of any surety or sureties furnished under this contract.
3. Withholding of any amount due the City of Vineland (LIQUIDATED DAMAGES, PENALTIES) shall be deducted from the final payment due the Contractor.
  - a. Amounts due the City of Vineland may include, but are not necessarily limited to, Liquidated Damages, performance or material penalties, costs related to overtime inspection, failure to meet employment goals.

C. WITHHOLDING PAYMENTS

The City of Vineland may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City of Vineland and if it so elects may also withhold any amounts due from the Contractor to any subcontractor or material dealers for work performed or material furnished by them. The foregoing provisions shall be constructed solely for the benefit of the City of Vineland and will not require the City of Vineland to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the City of Vineland elects to do so. The failure or refusal of any monies from the Contractor shall nowise impair the obligations of any surety or sureties under any bond furnished under this contract.

## 109 TERMINATION, LIQUIDATED DAMAGES, AND TIME MODIFICATIONS

A. TERMINATION OF CONTRACT

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these contract documents, or as modified as provided in these contract documents, the City of Vineland, by written



notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the City of Vineland may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City of Vineland for any additional cost incurred by the City of Vineland in its completion of the work and they shall also be liable to the City of Vineland for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City of Vineland may take possession of and utilize in completing the work such materials, tools, equipment and plant as may be on the site of the work and necessary therefore.

**B. LIQUIDATED DAMAGES FOR DELAYS**

If the work is not completed within the time stipulated, including any extensions of time for excusable delays, the Contractor shall pay to the City of Vineland liquidated damages for each calendar day of delay, until the work is completed, the amount set forth and the Contractor and his sureties shall be liable to the City of Vineland for the amount thereof.

**C. TIME MODIFICATIONS**

Refer to Section 108.11, "Modifications to Contract Time," in the Standard Specifications for Road and Bridge Construction, 2019

## **110 ASSIGNMENT OR NOVATION**

The contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the written consent of the City of Vineland; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City of Vineland. No assignment or novation of this contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the contract is subject to prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this contract in favor of all persons, firms, or corporations rendering such labor or services supplying such materials, tools or equipment.

## **111 TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the TECHNICAL SPECIFICATIONS and not shown on the drawings, or shown on the drawings and not mentioned in the TECHNICAL SPECIFICATIONS, shall be of like effect as if shown on or mentioned in both. In case of difference between drawings and TECHNICAL SPECIFICATIONS, the TECHNICAL SPECIFICATIONS shall govern. In case of any discrepancy in drawings, or TECHNICAL SPECIFICATIONS, the matter shall be immediately submitted to the City of Vineland, without whose decision, said discrepancy shall not be adjusted

by the Contractor.

## **112 SHOP DRAWINGS**

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, re-submitting and re-checking if necessary. The Contractor may proceed only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved. No claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in respect.
- B. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper re-submission.

If any drawings show variations from the requirements of the contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though the drawings have been approved.

- C. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the City of Vineland not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the City of Vineland to effect an improvement of the Project and is ordered with the understanding that it does not involve any change in the contract price or time; that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any and all rights of the City of Vineland under the contract and surety bond or bonds."

## **113 REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the City of Vineland for any additional information not already in his possession which should be furnished by the City of Vineland under terms of this contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first request shall be submitted within two weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the

Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

#### **114 MATERIALS, EQUIPMENT, AND PERSONNEL**

- A. Unless otherwise specifically provided for in the TECHNICAL SPECIFICATIONS, all materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where materials or articles are referred to in the TECHNICAL SPECIFICATIONS as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The Contractor shall furnish to the City of Vineland for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates utilizing together with full information as to type, performance, characteristics, and all other pertinent information as required. Machinery, mechanical and other equipment used without such prior approval shall be at the risk of subsequent rejection and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- C. The Contractor shall furnish to the City of Vineland for approval the manufacturer's detailed specifications for all materials, which he contemplates installing together with full information as to type, performance, characteristics, and all other pertinent information as required. Materials installed without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Notice to Bidders, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the TECHNICAL SPECIFICATIONS, shall have full force and effect as though printed therein.
- E. No materials to be installed in the project shall be delivered to the site without a representative of the Contractor present to receive said materials. All materials are to be accompanied with a delivery slip and, for iron and steel materials, a certification as to the origin of manufacture. The only acceptable location for manufacture is the United States of America. A copy of the delivery slip and certification shall be provided to the City.
- F. The City of Vineland may require the Contractor to dismiss from the work such employee or employees who, in the opinion of the Engineer, are not performing the work in a proper or skillful manner, or are intemperate, disorderly, or create a hostile environment. Do not allow the removed employee to be re-employed to perform any portion of the work without written approval by the Engineer.

## 115 SAMPLES, CERTIFICATIONS AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- B. Approval of any materials shall be general only and shall not constitute a waiver of the City of Vineland's right to demand full compliance with contract requirements.

After such deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- C. Prior to installation of iron or steel materials, the City shall be provided with a certification from the manufacturer (not supplier) as to the place of origin of said materials. Items installed with iron or steel components shall not be deemed acceptable for payment without certification as to origin of manufacture. The only acceptable location for manufacture is the United States of America.
- D. Except as otherwise specifically stated in the contract, the costs of sampling and testing shall be borne by the Contractor.

## 116 PERMITS AND CODES

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local government. All construction work

and/or utility installation shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and TECHNICAL SPECIFICATIONS for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City of Vineland. Where the requirements of the Drawings and TECHNICAL SPECIFICATIONS fail to comply with such applicable ordinances or codes, the City of Vineland will adjust the contract by Change Order to conform to such ordinances or codes and make the appropriate adjustment in the contract price or stipulated unit prices.

Should the Contractor fail to observe the ongoing provisions and proceed with the construction and/or install any utility at variance with the applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and TECHNICAL SPECIFICATIONS), the Contractor shall remove such work without cost to the City of Vineland, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall comply with applicable local laws and ordinances governing the disposal of the surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespassing on any public or private property in any operation connected with the improvements embraced in this contract.

#### **117 CARE AND PROTECTION OF WORK, PROPERTY AND PERSONS**

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

He will take all necessary precautions for safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

At no point in time shall open excavations be left open and unattended. Open excavations that cannot be backfilled prior to the end of the working day shall be covered with a steel plate and properly protected in a manner agreeable to the City Engineer.

Where practicable, pedestrian pathways shall be restored at the end of each working day to the full extent of the sidewalk, but in no cases less than four (4) feet wide.

- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for

safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor.

- C. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Engineer or the City of Vineland, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt WRITTEN NOTICE of any significant changes in the work or deviation from the contract documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
- D. SUPERVISION BY THE CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of the construction. The Contractor will employ and maintain on the work site a qualified and competent supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authorization to act on behalf of the Contractor and all communication given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- E. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the site, which may be in any way affected by the excavation or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for giving of any and all required notices to any adjoining property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Vineland from adjoining property and from all loss or expense and all damages for which the City of Vineland may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## 118 ACCIDENT PREVENTION

- A. The Contractor shall exercise proper precautions at all times for protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Vineland may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time for work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City of Vineland with reports concerning these matters.
- C. INDEMNIFICATION: The Contractor will indemnify and hold harmless the City of Vineland and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of work, provided that any such claims, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from and is caused in whole or in part by any negligent or willful act or omission of the Contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Vineland or the Engineer, or any of their agents or employees, by any employee of the contractor, and subcontractor, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or any type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **119 SANITARY FACILITIES**

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh, served from single service containers or satisfactory types of sanitary drinking water stands or fountains. All such facilities and services shall be furnished in strict accordance with the existing and governing health regulations.

## **120 USE OF PREMISES**

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the City of Vineland, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the City of Vineland and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

- C. In the event that the Contractor enters into a contract with a property owner for the storage of machinery and/or materials, a copy of said agreement shall be provided to the Engineer prior to the use of said premises.

## **121 REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public right-of-way in a neat and clean condition. Trash burning on the site of the work will not be permitted.

## **122 INSPECTION**

- A. All materials and workmanship shall be subject to inspection, examination or test by the City of Vineland and the Engineer at any and all times during the manufacture or construction and at any and all places where such manufacture or construction is carried on. The City of Vineland shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City of Vineland may, by contract or otherwise, have defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights of the City of Vineland.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City of Vineland will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the TECHNICAL SPECIFICATIONS.
- C. The Contractor shall notify the City of Vineland sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City of Vineland, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the City be considered necessary or advisable by the City of Vineland at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work, is found to meet the requirement of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent



of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire contract has been delayed thereby, be granted a suitable extension of time on account of the additional work.

- D. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspections and acceptance, unless otherwise stated in the TECHNICAL SPECIFICATIONS, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- E. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City of Vineland or its agents shall relieve the contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the contract.
- F. **In the event that work is performed outside normal working hours, on weekend days, or City Holidays, the Contractor will be responsible for paying overtime wages for any inspections, etc. done by the City forces during this time.**
  - i. Rates for overtime inspection costs shall be provided to the Contractor upon request to perform work outside of the normal working hours, and approval by the City Engineer for such work to be performed.
    - a. Under no circumstances shall work be permitted on Primary or General Election Days.
  - ii. The Contractor shall be invoiced for overtime inspection costs.
  - iii. NON-WORKING DAYS include:
    - a. New Year's Day (January 2, 2023)
    - b. Martin Luther King Jr. Day (January 16, 2023)
    - c. Presidents' Day (February 20, 2023)
    - d. Good Friday (April 7, 2023)
    - e. Memorial Day (May 29, 2023)
    - f. Primary Election Day (June 6, 2023)
    - g. Juneteenth (June 16, 2023)
    - h. Independence Day (July 4, 2023)
    - i. Labor Day (September 4, 2023)
    - j. Columbus Day (October 9, 2023)
    - k. Election Day (November 7, 2023)
    - l. Veterans Day (November 10, 2023)
    - m. Thanksgiving Day (November 23, 2023)
    - n. Day after Thanksgiving (November 24, 2023)
    - o. Christmas Day (December 25, 2023)

The City of Vineland, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract.

#### **124 FINAL INSPECTION**

When the improvements embraced in this contract are substantially completed, the Contractor shall notify the City of Vineland in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the City of Vineland having charge of inspection. If the City of Vineland determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

#### **125 DEDUCTION FOR UNCORRECTED WORK**

If the City of Vineland deems it not expedient to require the Contractor to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the City of Vineland and subject to settlement, in case of dispute, as herein provided.

#### **126 INSURANCE**

Evidence of the following insurance requirements must be filed with the Department of Administration and made a matter of record with respect to the Contract to be entered into herewith:

- A. Workmen's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws. Employer's Liability Insurance with limit of liability of at least \$500,000.
- B. Comprehensive General Liability with limits of \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000 Property Damage.
- C. Broad Form Blanket Contractual Liability for liability assumed under this contract and all other contracts relative to the project.
- D. Completed Operations/Product Liability with a two (2) year extension beyond completion and acceptance of the project.
- E. Broad Form Property Damage.
- F. XC&U Perils: This exclusion relates to explosion, collapse and underground hazards

which are inherent in this type of work. In these cases, the XC&U exclusions in the Contractors liability policy should be deleted.

- G. Personal Injury Liability A, B & C with employee exclusion voided.
- H. Comprehensive Automobile Liability insurance covering the use of all owned, non-owned and hired automobiles with a Bodily Injury and Property Damage limit of \$1,000,000.00.

The Contractor must include the City of Vineland as an additional insured on their certificate of insurances.

## **127 PATENTS**

The Contractor shall hold and save the City of Vineland, its officers, and the employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City of Vineland, unless otherwise specifically stipulated in the TECHNICAL SPECIFICATIONS.

## **128 WARRANTY OF TITLE**

No material, supplies or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed hereon by him to the City of Vineland free from any claims, liens or charges. Neither the Contractor, nor any person, firm nor corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in hands of the City of Vineland. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

## **129 GENERAL GUARANTY**

Neither the final certificate of payment nor any provisions in the contract nor partial or entire use of the improvements embraced in this contract by the City of Vineland or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any

damage to other work resulting there from which shall appear within a period of twenty four (24) months from the date of final acceptance of the work. This shall be ensured through the posting of a Maintenance Bond in an amount not less than one hundred (100) percent of the final contract amount. The City of Vineland will give notice of defective materials and work with reasonable promptness.

### **130 PROJECT SITE**

The Project Site consists of the area(s) described in the "Detailed Specifications" section of these specifications.

### **131 TIME OF COMPLETION**

The work which the contractor is required to perform under this contract shall be commenced at the time stipulated by the Local Public Agency in the Contractor's Notice to Proceed and shall be fully completed within the time limit noted in the "General Instruction to Bidders" section of these specifications.

### **132 LIQUIDATED DAMAGES**

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract, the Contractor and his sureties shall be liable for and shall pay to the Local Public Agency the sum of one thousand five hundred dollars (\$1,500) as fixed and agreed upon liquidated damages for each and every calendar day of delay from the above stipulated time for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

### **133 RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver any improvements embraced in this contract complete in every respect within the specified time.

### **134 COMMUNICATIONS**

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices at the Contractor may from time to time designate in writing

to the Local Public Agency), or if deposited in the United States Mail in a sealed, postage prepaid envelope, transmitted electronically via email with delivery receipt, or sent via facsimile, in each case addressed to such office.

- C. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the City Engineer in City Hall, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States Mail in a sealed, postage prepaid envelope, transmitted electronically via email with delivery receipt, or sent via facsimile, to said Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of emails or facsimiles, at the time of actual receipt, as the case may be.

#### 135 JOB OFFICES

- A. The Contractor shall furnish and maintain, during construction of improvements embraced in this contract adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers as follows: **NONE REQUIRED.**
- B. The Contractor and his subcontractors may maintain such office and storage facilities on the site that are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Local Public Agency shall be consulted with regard to their locations.
- C. Upon completion of the improvements, or as directed by the Local Public Agency, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the site of the work in the condition required by the contract.

#### 136 PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its discretion, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the TECHNICAL SPECIFICATIONS and, if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended provided that:

- A. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- B. The Contractor shall not be responsible for any damages or maintenance costs

due directly to the use of such sections.

- C. The use of such Sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- D. The period of guarantee stipulated in Section 129 hereof shall begin on the date of the final acceptance of all work which the Contractor is required to construct under this contract.

### **137 CORRECTION OF WORK**

The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the CONTRACT DOCUMENTS and without expense to the Local Public Agency and shall bear the expense of making good all work of the Contractor's destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Local Public Agency may remove such work and store the materials at the expense of the Contractor.

Should the rejected work be deemed unsafe/hazardous....immediate action shall be taken.

### **138 CONTRACT DOCUMENTS AND DRAWINGS**

The Local Public Agency will furnish the Contractor without charge two (2) copies of the CONTRACT DOCUMENTS, including TECHNICAL SPECIFICATIONS and Drawings. Additional copies requested by the Contractor will be furnished at cost. Fees in accordance with Ordinance

### **139 TEST BORINGS AND PITS**

The Bidder shall at his own expense, perform soil tests within the project limits to assess soil conditions and ground water information prior to submitting bids. It is required that the Contractor make himself personally aware of site conditions and by virtue of signing this proposal he certifies that he has done so.

All necessary permits must be obtained from the City Engineer's Office prior to tests being performed; however, there will be NO PERMIT FEES.

CITY OF VINELAND, CITY ENGINEER'S OFFICE  
640 E. WOOD STREET  
VINELAND, NJ 08360  
(609) 794-4090  
FAX (609) 405-4606

Once the contract has been awarded, there shall be no extra payment provided for unexpected underground conditions which the Contractor encounters. The City makes no representation regarding soil conditions and ground water elevations. Bidder must rely upon results obtained by him. **FAILURE TO OBTAIN TEST RESULTS WILL NOT INVALIDATE A BID.**

Once the contract has been awarded, there shall be no extra payment provided for unexpected underground conditions which the Contractor encounters. Subsurface investigation results have been included herein. Bidder must rely upon results obtained by him. **FAILURE TO OBTAIN TEST RESULTS WILL NOT INVALIDATE A BID.**

#### **140 SITE MAINTENANCE**

The Contractor shall be responsible for maintaining all existing road pavements, drives, curbing, sidewalks, fencing, lawns, and all other structures which may be affected by the Contractor's access to or work in the project area. Damaged facilities shall be repaired or replaced at no cost to the City of Vineland.

#### **141 NOTIFICATION OF PROPERTY OWNERS**

The Contractor shall notify the owners/tenants of properties adjoining the work area at least 48 hours prior to the time he proposes to begin work which will interfere with their normal passage. Proof of notification shall be supplied to the City.

The notification shall be reviewed and approved by the City Engineer prior to distribution.

### GENERAL INSTRUCTIONS TO BIDDERS

1. The work performed under this contract shall comply with all requirements of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended, except as modified or supplemented herein, which specifications are made a part of these specifications.
2. Whenever the words "DEPARTMENT" or "COMMISSIONER" appears in the text, their meanings shall be "CITY OF VINELAND" and "CITY OF VINELAND ENGINEER", respectively.
3. **Bidders shall take special note** that this project is funded, in part or in whole, by the New Jersey Department of Transportation (NJDOT). As such, **"State Funded Project Attachments 1-5"** are applicable to this project.
4. The Contractor may use whatever type of equipment he desires or has available, provided it is maintained in good condition and is adequate to complete the work as directed by the Engineer. No equipment required to perform any portion of the work will be considered special equipment, and the Contractor shall include the cost of such equipment in the price bid for the items specified in this proposal.
5. The price bid for each item in the proposal shall be for all materials, labor, equipment and all else necessary for the completion of the respective items.
6. **MATERIALS:** Materials will be accepted on the basis of inspection, testing and/or certification as directed by the Engineer. All materials must be approved prior to incorporation of work. Concrete and other material samples may be taken periodically for testing to ensure adequate strength and conformance with specifications.
7. **PEDESTRIAN TRAFFIC CONTROL:** The Contractor will be responsible for pedestrian traffic control and safety during all phases of work. Whenever possible, pedestrian traffic shall be re-routed around and prevented from entering work area. Sidewalks closed to pedestrian traffic shall be protected by effective barricades and signage in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways 2009 or as amended.
8. **PROTECTION OF WORK:** It shall be the responsibility of the Contractor to keep the construction area properly guarded both day and night against vandalism, etc. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the acceptance of the project, shall be removed immediately and replaced in an acceptable manner by the Contractor at his sole expense. **Sections of concrete which have been vandalized with graffiti, footprints, bicycle tracks, etc. must be removed and replaced: grinding and/or patching are not acceptable methods of repair.**
9. It shall be the responsibility of the Contractor to maintain access and egress to all entrances to establishments in the work area.
10. The Contractor shall be responsible for maintaining all existing road pavements, driveways,



curbing, sidewalks, fencing, lawns, and other structures which may be affected by the Contractor's access to or work in the project area. Damaged facilities shall be promptly repaired by proper means with proper materials at the Contractor's expense.

11. Whenever heavy equipment interferes with or is likely to interfere with local vehicular traffic, competent flagmen with safety vest shall be provided for traffic control. If it is necessary to close a street to vehicular traffic for a portion of the work, the Police and Fire Departments, Board of Education, Rescue Squad and Ambulance Services, and City of Vineland Division of Solid Waste Management must be notified at least two days (48 hours) in advance.
12. **In the event that work is performed outside normal working hours, on weekend days, or City Holidays, the Contractor will be responsible for paying overtime wages for any inspections, etc. done by the City forces during this time.**
  - i. Rates for overtime inspection costs shall be provided to the Contractor upon request to perform work outside of the normal working hours, and approval by the City Engineer for such work to be performed.
    - a. Under no circumstances shall work be permitted on Primary or General Election Days.
  - ii. The Contractor shall be invoiced for overtime inspection costs.
  - iii. NON-WORKING DAYS include:
    - a. New Year's Day (January 1, 2025)
    - b. Martin Luther King Jr. Day (January 20, 2025)
    - c. Presidents' Day (February 17, 2025)
    - d. Good Friday (April 18, 2025)
    - e. Memorial Day (May 26, 2025)
    - f. Primary Election Day (June 10, 2025)
    - g. Juneteenth (June 20, 2025)
    - h. Independence Day (July 4, 2025)
    - i. Labor Day (September 1, 2025)
    - j. Columbus Day (October 13, 2025)
    - k. Election Day (November 4, 2025)
    - l. Veterans Day (November 11, 2025)
    - m. Thanksgiving Day (November 27, 2025)
    - n. Day after Thanksgiving (November 28, 2025)
    - o. Christmas Day (December 25, 2025)
13. CONCRETING IN COLD WEATHER: Concrete shall not be mixed and placed when the atmospheric temperature is at or below 40 Fahrenheit, except with the written approval of the Engineer. If such approval is given, the Engineer may prescribe the manner in which the work shall be done. All additional work in connection with concreting in cold weather shall be performed by the Contractor without specific or additional payment thereof.
14. UTILITIES: The Contractor shall be responsible for protecting existing utilities during all stages of work. Utility poles required to be braced or shored due to close proximity of the work, shall be braced or shored in accordance with the requirements of the utility involved. Separate payment will not be made for protection and preservation of utilities nor for cooperation with their owners. The bidder shall include all such costs in the unit prices bid

for the various items of the Contract as listed in the Proposal. The Contractor shall have no claim for extra money for time lost due to utility relocation. The contractor shall coordinate all work and verify all facilities locations with all the utilities as listed.

**LIST OF UTILITIES**

City of Vineland Electric Utility 640 East Wood St. Vineland, NJ 08360	City of Vineland Water/Sewer Utility 330 East Walnut Rd. Vineland, NJ 08360	Comcast 1846 N. W. Boulevard Vineland, NJ 08360
South Jersey Gas Co. 1211 N. Second St. Millville, NJ 08332	Verizon 10 Tansboro Road, 2 <sup>nd</sup> Floor Berlin, NJ 08009	Landis Sewerage Auth. 1776 S. Mill Rd. Vineland, NJ 08360

Any or all of the utilities listed may be situated in the project area.

15. EQUIPMENT AND MATERIAL STORAGE: Any areas which are to be used for storage of gravel, topsoil, equipment, etc. must have authorization for use of private property. **This authorization is the responsibility of the Contractor. The Contractor shall supply copies of all such agreements to the Engineer prior to use of said premises.**
16. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, except as herein specified or any extra work done without authority will be considered as unauthorized work and will not be paid for under the provisions of the Contract. Work so done may be ordered to be removed or replaced at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith any order of the Engineer made under these provisions, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs thereof from any payment due the Contractor.
17. The Contractor shall notify the owners of properties adjoining the work area at least 48 hours prior to the time he proposes to begin any work which will interfere with their normal passage.
18. Locations of existing Utilities: Determining the location of all underground structures which may be encountered during the course of construction is the responsibility of the Contractor. The location of the existing utilities as indicated on the Contract Plans are approximate and used for general guidance and shall be verified by the Contractor. The costs such determinations shall be borne by the Contractor and shall be included in the price bid for the items specified in this proposal.
19. DIRT AND DUST CONTROL: The Contractor shall employ construction methods and means that will keep flying dust to the minimum. He shall provide for the laying of water on the Project, and on streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use are affected by such dust caused by his hauling or other operations. The materials and methods used for the water laying

shall be subject to the approval of the Engineer. The cost of carrying the foregoing provisions shall be incidental to and included in the prices bid for the various items in the contract. The Contractor shall provide for the prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavement or create a traffic hazard.

20. Time of Completion:

- a. Time of Final Completion will be **90 Calendar Days** after the date stipulated on the Contractor's Notice To Proceed.

21. Maintenance Bond: At the completion of the Contract, a Maintenance Bond, which will be held for a period of 24 months, must be supplied for the amount of 100% of the total contract. Upon receipt of this bond, the 2% retainage will be released, as per the City Engineer's Discretion.

## DETAILED SPECIFICATIONS

### PROJECT SITE

The Project Site consists of storm pipe replacement, inlet repairs, concrete curb, gutter, sidewalk & driveway replacement, milling & paving, asphalt driveway repairs, and signing and striping, these areas being in the City of Vineland, County of Cumberland, State of New Jersey, all as shown on the Contract Plans.

### SCHEDULE OF DRAWINGS

Sheet Number	Sheet Title	Drawing Date	Revision Date(s)
1	COVER SHEET	3/27/25	
2	QUANTITY TAKE-OFF AND DETAILS	3/27/25	
3	PLAN & PROFILE STA 10+00 TO STA 20+00	3/27/25	
4	PLAN & PROFILE STA 20+00 TO 30+00	3/27/25	
5	PLAN & PROFILE STA 30+00 TO 40+00	3/27/25	
6	PLAN & PROFILE STA 40+00 TO 47+00	3/27/25	
7	GRADING PLAN STA 10+00 TO 28+00	3/27/25	
8	GRADING PLAN STA 28+50 TO 47+00	3/27/25	
9	SIGNAGE & STRIPING STA 10+00 TO 28+00	3/27/25	
10	SIGNAGE & STRIPING STA 28+50 TO 47+00	3/27/25	
11	TRAFFIC CONTROL PLAN	3/27/25	

### SCOPE OF WORK

The intent of this Contract is to provide for the construction and completion in every detail of work described. The Contractor shall furnish all labor, materials, equipment and transportation necessary to complete the work in accordance with the plans and specifications.

Lines and grades will be the responsibility of the Contractor. Sufficient benchmarks have been provided on the contract plans to perform the work in this proposal.

The work of this project shall include, but not be limited to removal and replacement of drainage structures and associated piping. Construction of concrete curbs, gutters, sidewalks and driveways. Milling of HMA and paving with 2 inch thick 19.5M64 HMA base course and 2 inch thick 9.5M64 HMA surface course. Replacement of all signs and striping along the roadway.

### CONSTRUCTION LAYOUT

The contractor shall be responsible for all construction layout.

## **MAINTENANCE AND PROTECTION OF TRAFFIC**

The Contractor is responsible for maintaining traffic accessibility at all times to respective homes, businesses and streets. Prior to the start of work on any street within the Contract Limits, the Police and Fire Department, Board of Education, Rescue Squad and Ambulance Services, and City of Vineland Division of Solid Waste Management must be notified at least two days (48 hours) in advance.

Traffic Control plans, and detour plans if applicable, are included within these contract documents. The Contractor shall submit a work schedule to the Engineer for approval prior to the beginning of any construction under this contract. The Contractor shall supply the Engineer with a list of people, representing the Contractor at a supervisory level, and their telephone numbers; any one of which shall be available, via telephone, on a 24 hours a day seven days a week basis to handle any emergency situations that may arise throughout the extent of this contract.

## SECTION 1 - TRAFFIC CONTROL

This work shall consist of the planning for and the carrying out of maintenance and protection of vehicular and/or pedestrian traffic and to provide for the safe and convenient passage of such traffic, within the scope of this project. Maintenance and protection of traffic includes furnishing, assembling, placing, and relocating traffic control devices, including temporary pavement markers, and removing them when they are no longer required.

All items for Traffic Control shall be in accordance with Section 159 of the NJDOT Standard Specifications for Road and Bridge Construction 2019 or as amended.

Traffic Control plans may/may not be included in the plan set. The Contractor shall be responsible to provide Traffic Control Plans to the Engineer for review and approval. Plans may include signage for anticipated detours that may be required. There will be times, particularly at intersections, where the Contractor will need to prohibit traffic from entering from the side streets. At these times, the Contractor shall establish and maintain detours throughout the performance of that work so that vehicular traffic may be rerouted around and prevented from entering those work areas. Approval of the Engineer and consent of the local authorities having jurisdiction shall first be obtained for rerouting traffic over detours that are not shown on the plans. All necessary arrangements shall be made with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and signing. Adequate directional and detour signs, acceptable to the local authorities, shall be furnished and erected at the locations where such authorities may direct and shall be in accordance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, 2009 or as amended. All work in connection with such detours shall be at no cost to the City. At times when the detour may not be in effect, all signs associated with the detour shall be covered or removed. All signs shown on the Traffic Control Plan shall remain uncovered for the duration of the Project.

Contract quantities for Traffic Control items are estimations only and are not necessarily required to be utilized by the Contractor. In the event that Traffic Control Plans are approved that do not require the use of the pay item "Traffic Director, Flagger", that pay item shall not be approved for payment.

During paving operations, traffic shall be prevented from entering onto the fresh pavement until it has been compacted and cooled enough to safely support traffic without rutting or other damage resulting. **The Contractor shall notify, a minimum of 48 hours (72 hours for NJ Transit) in advance of closing the roadway to thru traffic, the following entities:**

**Local Residences and Businesses in the Affected Areas**

**Vineland Engineering Department**

**856-794-4090**

**Vineland Police Department**

**856-794-4000 ext 4191**

**Vineland Fire Department**

**856-794-4000 ext 4217**

**Vineland Emergency Medical Services**

**856-794-4000 ext 4624**

**Vineland Board of Education (Bus Transportation)**

**856-794-6700 ext 2222**

**Department of Public Works – Solid Waste Division**

**856-794-4000 ext 4612**

**New Jersey Transit (24 hrs/7 days/week)**

**973-378-6511**

**AT NO TIME SHALL ANY ROADWAY SECTION OR INTERSECTION BE CLOSED TO THROUGH TRAFFIC DURING NIGHT TIME HOURS, EXCEPT IN THE EVENT OF UNAVOIDABLE EMERGENCY SITUATIONS. IF AN UNAVOIDABLE EMERGENCY SITUATION ARISES, THE POLICE DEPARTMENT AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY TO VERIFY THE SITUATION AND APPROVE THE ROAD CLOSURE.**

Traffic Control Devices shall be in good condition at the time of placement and shall be maintained in good condition until such time as they are no longer required for the project, at which time they will be removed by the Contractor.

#### **1.1.1 CONSTRUCTION SIGNS**

This item shall be furnished and installed in accordance with Section 159.03.02 of the NJDOT Standard Specifications for Road and Bridge Construction 2019 or as amended. Signs shown on the Traffic Control Plan shall be permanently installed on sign posts. Installation of these signs by temporary means (i.e. "windmasters," barricades, etc.) will not be accepted. Payment will be made only for signs shown on the Traffic Control Plan.

QUANTITY AND PAYMENT: Payment for this item shall be made on a **SQUARE FOOT** basis for the actual signage actually installed in accordance with the Contract Plans or as directed by the Engineer, at the unit price bid for this item.

#### **1.1.2 TRAFFIC CONES**

#### **1.1.3 TRAFFIC DRUMS**

These items shall be furnished and installed in accordance with Section 159 of the NJDOT Standard Specifications for Road and Bridge Construction 2019 or as amended. A daily inspection of the traffic control will account for the actual number of each type of device in use per day. Payment will be made based on the maximum number of each item in use at any one time during the project; however, these totals shall not exceed the Contract quantity unless directed by the Engineer.

QUANTITY AND PAYMENT: Payment for this item shall be made on a **PER UNIT** basis for the actual amount of traffic drums, cones and barricades actually installed in accordance with the Contract Plans or as directed by the Engineer, at the unit price bid for this item.

#### **1.1.5 TRAFFIC DIRECTOR, FLAGGER**

Traffic Directors, Flaggers shall be provided as needed or as directed by the Engineer in accordance with Section 159.03.08 of the NJDOT Standard Specifications for Road and Bridge Construction 2019 or as amended. Traffic directors, flaggers as specified in this subsection shall be an approved subcontractor or employed by the Contractor so indicated and on the Contractor's payroll. The Traffic Director, Flagger shall be included on the Certified Payroll that is submitted to the City. The hours of work performed on this Project as shown on the Certified Payroll and as verified by the Engineer or his agent will be the basis of payment for this item.

QUANTITY AND PAYMENT: Payment for this item shall be made on a **PER HOUR** basis **currently at a rate of \$90.08/hr** for the actual amount of time on the project site as verified by Certified Payroll of the Contractor and verified by the City, at the unit price bid for this item.

#### 1.1.7 TEMPORARY PAVEMENT MARKERS

This item shall be furnished, installed, and removed in accordance with Section 105.03.04 of the NJDOT Standard Specifications for Road and Bridge Construction 2019 or as amended.

This item shall be used for temporary center line markings, shall be yellow in color and shall be bi-directionally reflectorized. White markers shall be used to separate same-direction lanes on roadways with two or more lanes in each direction, or on one way roadways with two or more lanes. The markers shall be installed at a rate of one unit per one mile-per-hour of posted speed limit (i.e. spaced at a rate of one unit per 35 feet on a 35 MPH roadway), or as directed by the Engineer.

This item shall be used after base course paving operations if it is anticipated that more than one day will elapse before surface course operations begin. Additionally, this item shall be used after surface course paving operations are complete, unless the pavement striping contractor is on site to apply permanent pavement stripes.

QUANTITY AND PAYMENT: Payment for this item shall be made incidental to and included in the cost of the Hot Mix Asphalt item(s).



## SECTION 2 - CLEARING SITE

### 2.1.1 CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT AMOUNT)

Clearing site shall include, but not be limited to, removal of all vegetation, including tree roots, utility service boxes, water supply services, irrigation lines, all in the direct path of the work and the removal and relocation of signs, mailboxes or other obstacles which interfere with the specified work as shown on the Contract Plans. This item also **includes** the **relocation and resetting** of mailboxes, signs, irrigation lines and landscape timbers that may be required as a result of drainage construction, a new roadway alignment, or other construction, **(for example, an undisturbed mailbox that needs to be set closer to the roadway)**. This item shall also include the removal of any asphalt and concrete areas necessary for the placement of concrete curbs, sidewalks and driveways as specified in the Contract Plans, and shall be incidental to and included in the unit price bid for CLEARING SITE.

All work done under this item shall conform to Section 201-CLEARING SITE of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended. The scraping, storing and reshaping of existing topsoil needed for restoration along the work area will be incidental to the respective item and shall be paid for under CLEARING SITE.

QUANTITY AND PAYMENT: Payment for this item shall be made on a **LUMP SUM** basis in accordance with the project areas, described under PROJECT SITE, at the unit price bid for this item. **THE COST OF THIS ITEM SHALL NOT EXCEED 5% OF THE TOTAL CONTRACT AMOUNT.**

### 2.2.1 EXCAVATIONS, TEST PIT

This work shall consist of excavating thru existing HMA and subbase to a depth determined by the Engineer at the locations specified in the Contract Plans or as directed by the Engineer. Any concrete excavation, fill, other work or materials needed to complete these items shall be incidental to and included in the price bid for these items.

The purpose of this work is to determine the structural integrity of the subbase prior to milling and paving the roadway.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually excavated in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **CUBIC YARD** basis at the unit price bid for this item.

### SECTION 3 - CONCRETE CONSTRUCTION

**3.2.1 6"x18" CONCRETE VERTICAL CURB**

**3.2.3 6" CONCRETE CURB AND GUTTER, MONOLITHIC**

This work shall consist of the construction of concrete vertical curb and concrete curb and gutter at the locations specified in the Contract Plans or as directed by the Engineer. Any concrete excavation, fill, other work or materials needed to complete these items shall be incidental to and included in the price bid for these items.

Removal of any existing structure or material required to construct concrete curb and curb & gutter, monolithic shall be paid under the clearing site item.

The concrete vertical curb and concrete curb and gutter shall be constructed conforming to the lines, grades and typical cross-sections specified in the Contract Plans. Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the price bid for this item.

All work done under this item shall conform to Section 607- CURB of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

Concrete vertical curb and concrete curb and gutter shall not be constructed from November 1 to March 15 unless the roadway in which the curb is located is closed to traffic for a minimum of 30 curing days.

Placing of curb shall be discontinued in time to allow finishing to be completed in daylight hours unless an artificial lighting system is provided.

Immediately before placing the concrete, the underlying material shall be thoroughly dampened, and the forms given a coating of light oil or other material which can prevent adherence of the concrete to the forms and which does not discolor the concrete. Where removed and used again, the forms shall be thoroughly cleaned and treated each time before using.

Concrete vertical curb and concrete curb and gutter shall be constructed of Class B Concrete in sections having uniform lengths of 20 feet. The length of these sections may be reduced where necessary for closures, but no section less than 6 feet will be permitted. Expansion joints shall be provided opposite joints in abutting concrete surface course and at approximately equal distance of not more than 20 feet between joints. Joints shall be filled with preformed expansion joint filler, 1/2 inch thick, which shall be flush with the top and face. Between concrete curbs and concrete surface or base course, 1/2 inch, preformed expansion joint filler shall be installed and the joint shall be sealed with hot-poured joint sealer.

The forms on the face of all curb shall be removed as soon as the concrete holds its shape and the surface shall then be finished with a fine hair brush to a smooth and even finish. Plastering will not be permitted. The top edges of the curb shall be rounded. Edges where expansion joint material has been placed shall be finished with an edging tool having a radius of not over 1/4 inch.

In areas where concrete curb and gutter is removed and concrete vertical curb has

replaced it, the curb (and the void left from the previous gutter area) shall be front-filled with and paid under Item #6.1.1- Dense Graded Aggregate.

Should roof drain leaders be encountered during the course of construction, the same shall be protected from damage. Any damaged roof drain leaders shall be replaced as directed by the Engineer and shall be incidental to, and included in the cost of this item.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually placed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **LINEAL FOOT** basis at the unit price bid for this item.

- 3.3.1 CONCRETE SIDEWALK, 4" THICK
- 3.3.2 CONCRETE SIDEWALK, REINFORCED, 6" THICK
- 3.3.3 CONCRETE DRIVEWAYS, REINFORCED, 6" THICK

This work shall consist of the construction of concrete sidewalks, gutter, driveways, and roadways at the locations specified and conforming to the lines, grades and thickness specified in the Contract Plans. **Reinforced sidewalk and driveways 6" thick shall be constructed with welded wire fabric reinforcement.** Any concrete excavation, fill, other work or materials needed to complete these items shall be incidental to and included in the price bid for these items.

At no time shall a driveway be excavated that cannot be completed in the same workday. If a case occurs that the driveway cannot be completed, the driveway shall be made traversable through the use of compacted fill, steel plates, or other means as approved by the Engineer.

All work done under these items shall conform to Section 606.03.02- CONCRETE SIDEWALKS, DRIVEWAYS, AND ISLANDS, of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

All work done under this item shall conform to **PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE.**

Concrete sidewalk shall be constructed of Class B Concrete in sections having uniform lengths of 20 feet. The surface on which the sidewalk is to be placed shall be compacted prior to placing the concrete. The sidewalk shall have a minimum cross slope of 1/4 inch per foot sloping towards the street. The concrete shall be struck off with a transverse template resting upon the side forms. After the concrete has been struck off to the required cross section, it shall be finished with floats and straightedges until the required surface requirements have been obtained.

When the surface of the concrete is free from water and just before the concrete obtains its final set, it shall be gone over and finished with a wooden float and brushed with a wet soft-haired brush or as directed. The surface of the concrete shall be finished as to drain completely at all times. All edges shall be finished and rounded with an edging tool having a radius of 1/4 inch.

The surface shall be divided into blocks by use of a 1/4 inch wide grooving tool. Grooves shall be evenly spaced (4 foot min. to 6 foot max.) so as to cause expansion joints to be placed

at a groove line. The grooves shall be cut to a minimum depth of 1/4 the sidewalk thickness and shall be not less than 1 inch deep. The edges of the grooves shall be edged with an edging tool having a radius of 1/4 inch.

Expansion joints shall be 1/2 inch wide, placed at intervals of approximately 20 feet and shall be filled with preformed expansion joint filler. Expansion joints shall be formed around all appurtenances such as manholes and utility poles extending into or through the concrete. Preformed expansion joint filler, 1/4 inch thick, shall be installed in these joints. Expansion joint filler shall be installed in the concrete where it meets any fixed structure, such as a building or bridge. This expansion joint filler shall be the full depth of the concrete.

The tops and ends of expansion joints shall be cleaned of concrete, and the expansion joint material shall be so trimmed as to be slightly below the surface of the concrete.

Should roof drain leaders be encountered during the course of construction, the same shall be protected from damage. Any damaged roof drain leaders shall be replaced as directed by the Engineer and shall be incidental to, and included in the cost of this item.

QUANTITY AND PAYMENT: Payment for these items shall be made for the total amount actually placed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **SQUARE YARD** basis at the unit price bid for these items.

### **3.4.1 PUBLIC SIDEWALK CURB RAMP DELINEATIONS (CAST IRON TRUNCATED DOME CASTINGS)**

This work shall consist of the furnishing and installation of concrete inlaid cast iron detectable warning castings at locations indicated on the Contract Plans or as directed by the Engineer, using castings as described herein.

**General:** This specification is applicable for gray iron uncoated castings that will be cast into concrete to serve as detectable warnings. The castings shall contain truncated domes that meet the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Accessible Public Rights-of-Way, Section 1108 – Detectable Warning Surfaces. Castings shall have an integral non-slip texture on and between the truncated dome shapes.

All castings shall be manufactured in the United States of America by East Jordan Iron Works, Inc. or approved equal. All manufacturers shall be approved suppliers and be able to demonstrate that there is an acceptable quality control program in place at the producing foundry, prior to supplying castings.

All work done under this item shall conform to **PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE.**

**Materials:** Gray iron uncoated castings shall be manufactured from iron conforming to ASTM A48 Class 35B, as noted in Section 3 of AASHTO M306-04. The iron material used in products provided shall have a minimum recycled material content of 75%. The recycled materials shall consist of post-consumer material.

**Manufacture:** Castings shall be of uniform quality, free from sand holes, gas holes, cracks, shrinkage and other surface defects. Castings shall be reasonably smooth and well cleaned by shot blasting. Surfaces of the castings shall be free from burned-on sand and shall be reasonably smooth. Runners, risers, fins and other cast-on pieces shall be removed from the castings and such areas shall be ground smooth. As-cast dimensions may vary within accepted foundry tolerances as outlined in the Iron Castings Handbook published by the American Foundrymen's Society, Inc. Nominally, casting dimensional tolerances shall be  $\pm 1/16$  inch per foot. All published casting weights are average and approximate values and may vary  $\pm 5\%$ . Castings shall be furnished painted or unpainted as specified by the purchaser.

**Inspection:** Inspections shall be in accordance with Section 7 of AASHTO M306-04. Results of these tests shall be furnished to the purchaser upon request. The heat or production date and product numbers, as cast on the casting shall be the basis of trace-ability and recording of the tests.

**Certification:** A foundry certification shall be furnished to the purchaser stating its country of origin and that sample representing each lot have been tested and inspected and are in accordance with this specification.

**Marking:** Each casting shall be identifiable and show, at a minimum, the following: name of the producing foundry, country of manufacture (such as "Made in USA"), ASTM material designation, individual part number and cast or heat date. Castings shall include all lettering as shown on the specification drawings.

**Installation:** Each cast unit shall be placed in the concrete sidewalk along with the anchoring system as shown on the Detail Sheet. The tops of all edges and corners of the units shall be flush with the surrounding concrete surface. In most instances two plates shall be installed at each location, with one plate installed butting the other, to form a minimum detectable warning area measuring 24"x48". More than two plates MAY be installed; these locations will be noted on the Contract Plans. In no instance will only one plate be installed.

**Sampling:** Random checks of the casting may be conducted by the purchaser.

**QUANTITY AND PAYMENT:** Payment for this item shall be paid on a per **SF** basis.

## SECTION 4 - PIPES, STRUCTURES & CASTINGS

### 4.2 POLYETHYLENE PIPE

**4.2.1 18" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, <7' DEPTH**

**4.2.3 24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, <7' DEPTH**

**4.2.4 24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, ≥7' DEPTH**

This item refers to the construction of drainage pipe conforming to the types, lines, grades and locations as specified and directed by the Engineer.

The perforated drainage pipe items refer to the construction of a subsurface stormwater retention system including perforated drainage pipe, filter fabric and stone conforming to the types, lines, grades and locations as specified and detailed in the Contract Plans.

Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for these items. Construction requirements for these items shall conform to Subsection 601 - PIPE of the NJDOT Standard Specifications for Road and Bridge Construction 2019 as amended.

Backfill shall be made with excavated material or selected borrow material that meets the approval of the Engineer. Backfill shall be compacted and meet the requirements of Subsection 203.03.B.4 of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

Under this item the contractor shall install temporary pavement consisting of a wearing course of two (2) inches of Hot Mix Asphalt (HMA) on the compacted backfill material. The HMA shall be placed in one (1) lift and shall be rolled and compacted in accordance with section 401 – HOT MIX ASPHALT (HMA) COURSES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

By the end of each construction day, all backfilled trenches shall have temporary pavement installed.

The Contractor is required to maintain the proper grade of the temporary pavement during the entire duration of its existence. If depressions, ripples, potholes or washouts should occur, the contractor shall be required to fill in and compact, or otherwise repair the surface, at no additional cost to the City, so that a true and uniform grade exists at the level of the existing undisturbed surface.

Immediately after backfill and compaction of the trench and prior to placement of the temporary pavement, all excess excavated material shall be removed from the street. All areas outside the trench area, including shoulder, curb and gutter, sidewalk area and private property shall be swept and/or washed clean of any dirt or debris, placed there or caused to have accumulated due to the Contractor's operation. Care shall be taken so that none of this excess material or debris gets into any of the new or existing pipes or structures.

Temporary pavement restoration shall be incidental to and included in the unit price bid for this pay item as specified on the contract plans.

All work done under this item shall conform to Section 601 - PIPE of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

**POLYETHYLENE PIPING:**

Pipe furnished under this item shall be full circle and be high density polyethylene (HDPE) corrugated pipe with an integrally formed smooth interior. This pipe shall conform to the current AASHTO Specification M-294, Corrugated Polyethylene Pipe, 12 to 24 inch diameter.

Extruded Pipe and Blow Molded Fittings shall be made of virgin Polyethylene (PE) compounds which conform to the requirements of Type III, category "4" or "5", Grade P33, Class C; or Grade P34, Class C, as defined and described in ASTM Specifications D-1248.

Field joints in Corrugated Polyethylene Pipe shall be in accordance with the manufacturer's specification and shall be a soil tight joint.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually installed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **LINEAL FOOT** basis at the unit price bid for this item.

**4.4 DUCTILE IRON PIPE**

**4.4.2 12" DIA. DUCTILE IRON CULVERT PIPE**

This item refers to the supply and installation of ductile iron culvert pipes of the sizes specified and conforming to the lines and grades specified in the Contract Plans.

Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for these items. Construction requirements for these items shall conform to Subsection 601 - PIPE of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

Backfill shall be made with excavated material or selected borrow material that meets the approval of the Engineer. Backfill shall be compacted and meet the requirements of Subsection 203.03.B.4 of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

Under this item the contractor shall install temporary pavement consisting of a wearing course of two (2) inches of Hot Mix Asphalt (HMA) on the compacted backfill material. The HMA shall be placed in one (1) lift and shall be rolled and compacted in accordance with section 401 – HOT MIX ASPHALT (HMA) COURSES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

By the end of each construction day, all backfilled trenches shall have temporary pavement installed.

The Contractor is required to maintain the proper grade of the temporary pavement during the entire duration of its existence. If depressions, ripples, potholes or washouts should occur, the contractor shall be required to fill in and compact, or otherwise repair the surface, at no additional cost to the City, so that a true and uniform grade exists at the level of the existing undisturbed surface.

Immediately after backfill and compaction of the trench and prior to placement of the temporary pavement, all excess excavated material shall be removed from the street. All areas outside the trench area, including shoulder, curb and gutter, sidewalk area and private property shall be swept and/or washed clean of any dirt or debris, placed there or caused to have accumulated due to the Contractor's operation. Care shall be taken so that none of this excess material or debris gets into any of the new or existing pipes or structures.

Temporary pavement restoration shall be incidental to and included in the unit price bid for this pay item as specified on the contract plans.

All work done under this item shall conform to Section 601 - PIPE of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended. The ductile iron culvert pipe shall conform to ASTM A 716, or shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, in accordance with Subsection 913.02.

All work done under this item shall conform to **PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE.**

QUANTITY AND PAYMENT: Payment for these items shall be made for the total amount actually installed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **LINEAL FOOT** basis at the unit price bid for the items.

#### **4.6.15 INLET, TYPE C, (< 10' depth)**

This item refers to the construction of inlets conforming to the types, lines, grades and locations specified in the Contract Plans. Construction details for these items are shown on the Contract Plans. Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for these items.

All work done under these items shall conform to Section 602-DRAINAGE STRUCTURES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended, **AND PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE.**

Concrete block for inlets shall be solid rectangular precast segmental concrete masonry units. The length shall be not less than 12 inches and not more than 18 inches. The height shall be not less than 5 inches and not more than 8 inches. The width shall be not less than 6 inches. Portland cement shall conform to ASTM C 150.

All block shall have an interlocking-type joint at the ends so as to form a strong, rigid structure and shall be sound and free from cracks or other defects.



Walls for inlets shall be 6 inches thick for concrete block on inlets up to 10 feet deep. On inlets over 10 feet deep the walls below 8 feet deep shall be 12 inches thick (double walled).

Concrete block inlets shall be constructed on Class C Concrete foundations which shall be 8 inches thick for inlets up to 10 feet deep and 12 inches thick for inlets over 10 feet deep. Concrete foundations shall extend 6 inches beyond the outside walls of the structure on all sides. Concrete foundations may be either cast in place or precast. If precast foundations are used, they shall be placed on a 6 inch bedding of coarse aggregate size #57.

Concrete block shall be laid with staggered joints. All keyways of vertical joints of concrete block shall be filled with mortar. The outside walls shall be plastered with a minimum of 1/2 inch thickness of mortar trowled to a smooth surface.

When the working day temperature is below 40° F, mortar shall be prepared by heating the mixing water and sand to produce mortar between 50° and 100° F. Masonry shall be maintained above 32° F for 24 hours by the use of a protective covering.

Ladder rungs shall be installed at 18 inches center to center with the first rung being a maximum of 24 inches from the invert of the inlet.

Inlet and outlet pipes shall extend through the walls of the inlet beyond the outer surface for a sufficient distance to allow for connections, but shall be cut off flush with the wall on the inside surface.

Inlets shall be so constructed around the pipes as to prevent leakage and form a neat connection.

Curb inlet castings shall be set to final grade after adjacent curb forms have been set and approved, and prior to the placement of concrete for the adjacent curb.

Precast concrete inlets may be used, if approved by the Engineer, where there are no conflicts with existing underground structures and utilities which may require changes in pipe location, size or type. Modifications to precast concrete inlets which may be required due to changes in pipe location, size or type are subject to approval and shall be made without additional compensation.

Concrete precast inlets shall be constructed of Class C Concrete for the walls and foundation. If a top slab is required for a precast inlet it shall be constructed of Class B Concrete.

Reinforcement steel shall have a minimum 2 inches of cover. Additional reinforcement, if needed for handling, shall be the responsibility of the Contractor. Handling devices, if used, shall be removable and the holes filled with concrete.

Recommended minimum reinforcement for precast inlets is as follows:

DEPTH BELOW TOP OF GRATE	HORIZONTAL REINFORCEMENT	VERTICAL REINFORCEMENT	WALL THICKNESS
0'-0" to 10'-0"	#4 @ 10" C.C.	#4 @ 18" C.C.	6"

10'-1" to 15'-0"	#4 @ 8" C.C.	#4 @ 18" C.C.	6"
15'-1" to 20'-0"	#4 @ 6" C.C.	#4 @ 18" C.C.	6"

### INLET PROTECTION

The Contractor shall be responsible for the installation of inlet protection at each new inlet and at any existing inlets that will be affected by the work of this Contract. Inlet protection is a temporary barrier and silting facility installed at storm sewer inlets to intercept and retain sediment during roadway construction, thus preventing the entrance of sediment into the new or existing storm sewer systems.

The inlet protection shall conform to applicable permit requirements. In the absence of applicable permits, the inlet protection shall conform to the following types and shall vary according to the specific situation:

1. Filter fabric sediment filters shall encircle the inlet and overlap the structure by a minimum of 6" on all sides. The filter fabric shall be secured to the inlet frame and grate prior to the backfilling of the inlet.

Inlet structures (prior to the installation of frames) shall be protected by placing 6"x6" 5/5 gauge wire mesh over the opening and overlap the structure by a minimum of 6" on all sides. The wire support shall then be covered by filter fabric and secured to the structure.

2. Gravel sediment filters shall have a hardware cloth or comparable wire mesh with 1/2" openings placed completely over the inlet so that at least 12" of wire extends beyond the inlet frame. Stone shall be piled against the wire so as to anchor it to the inlet and to cover the inlet opening completely. Two inch (2") to three inch (3") course aggregate shall be used for the filter material and shall be piled at least one and a half feet (1-1/2') high to its natural repose. If the filter material becomes clogged with sediment, so that it no longer performs its function, the stone must be pulled away from the inlet, cleaned and replaced.

3. Bale sediment filters shall encircle the inlet and shall be staked down in accordance with the sediment barrier detail. Where staking is not possible the bales shall be tied together to prevent movement or openings in the barrier. The bales shall be made up of straw, hay or other acceptable vegetative materials.

Inspections of inlet protection devices shall be made after every storm and any maintenance, repair and/or replacement shall be made promptly as needed.

Inlet protection shall be removed when it has served its usefulness so as to not block or impede storm flow or drainage.

**FILTER FABRIC:** Filter fabric shall be a woven or Non-woven fabric, consisting of long chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester, polyamine or polyvinylidene chloride formed into a stable network such that the filaments or yarns retain their relative position to each other. The fabric shall be inert to commonly encountered chemicals and be ultraviolet protected offering a stable long lasting product conforming to at least the following:

Weight - 2.5 Oz./Sq. Yd	ASTM D 1910
Thickness - 10 Mils	ASTM D 1977
Grab Tensile - 100 Lbs.	ASTM D 1682
Grab Tensile Elongation	
To Break - 10 Pct.	ASTM D 1682
Trapezoidal Break - 50 Lbs. Plus	ASTM D 2263
Mullen Burst - 190 Lbs.	ASTM D 774
Permittivity - 0.01 Sec.	

Under this item the contractor shall install temporary pavement consisting of a wearing course of two (2) inches of Hot Mix Asphalt (HMA) on the compacted backfill material. The HMA shall be placed in one (1) lift and shall be rolled and compacted in accordance with Section 401 – HOT MIX ASPHALT (HMA) COURSES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

By the end of each construction day, all backfilled trenches shall have temporary pavement installed.

The Contractor is required to maintain the proper grade of the temporary pavement during the entire duration of its existence. If depressions, ripples, potholes or washouts should occur, the contractor shall be required to fill in and compact, or otherwise repair the surface, at no additional cost to the City, so that a true and uniform grade exists at the level of the existing undisturbed surface.

Immediately after backfill and compaction of the trench and prior to placement of the temporary pavement, all excess excavated material shall be removed from the street. All areas outside the trench area, including shoulder, curb and gutter, sidewalk area and private property shall be swept and/or washed clean of any dirt or debris, placed there or caused to have accumulated due to the Contractor's operation. Care shall be taken so that none of this excess material or debris gets into any of the new or existing pipes or structures.

Temporary pavement restoration shall be incidental to and included in the unit price bid for this pay item as specified on the contract plans.

Any work or materials needed to complete inlet protection shall be incidental to and included in the unit price bid for each inlet type as specified on the construction plans.

**ALL GRATES ARE TO BE BICYCLE SAFE TYPE.**

**ALL INLET CURB PIECES SHALL BE "TYPE N", WITH 6" OR 8" REVEAL AS SPECIFIED ON THE CONTRACT PLANS OR AS DIRECTED BY THE ENGINEER.**

QUANTITY AND PAYMENT: Payment for these items shall be made for the total amount actually constructed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **UNIT** basis at the unit price bid for these items.

#### 4.8.2 RECONSTRUCT MANHOLES

These items refer to the reconstruction of manholes at the locations and grades specified in the Contract Plans. Construction details for these items shall be the same as those for inlets and manholes as shown on the Contract Plans. Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for this item.

All work done under these items shall conform to Section 602 – DRAINAGE STRUCTURES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, **AND PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE.**

The work for this item shall consist of removing the existing castings, removal of the masonry walls and ladder rungs to the necessary depth and disposal of the old masonry. All removed ladder rungs shall be replaced with new. All castings shall be inspected and if found to be broken or damaged shall be replaced with new castings (new castings to be paid for under separate pay item). Prior to the start of the reconstruction, the top of the existing masonry walls and the bonding surfaces of the castings and ladder rungs shall be cleaned to remove any old mortar or other debris that will interfere with the proper bonding of the new mortar. The walls shall be reconstructed to the necessary height with new masonry and parge the entire masonry wall, the ladder rungs reinstalled and the castings reinstalled at the grade specified in the Contract Plans.

Under this item the contractor shall install temporary pavement consisting of a wearing course of two (2) inches of Hot Mix Asphalt (HMA) on the compacted backfill material. The HMA shall be placed in one (1) lift and shall be rolled and compacted in accordance with Section 401 – HOT MIX ASPHALT (HMA) COURSES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

By the end of each construction day, all backfilled trenches shall have temporary pavement installed.

The Contractor is required to maintain the proper grade of the temporary pavement during the entire duration of its existence. If depressions, ripples, potholes or washouts should occur, the contractor shall be required to fill in and compact, or otherwise repair the surface, at no additional cost to the City, so that a true and uniform grade exists at the level of the existing undisturbed surface.

Immediately after backfill and compaction of the trench and prior to placement of the temporary pavement, all excess excavated material shall be removed from the street. All areas outside the trench area, including shoulder, curb and gutter, sidewalk area and private property shall be swept and/or washed clean of any dirt or debris, placed there or caused to have accumulated due to the Contractor's operation. Care shall be taken so that none of this excess material or debris gets into any of the new or existing pipes or structures.

Temporary pavement restoration shall be incidental to and included in the unit price bid for this pay item as specified on the contract plans.

**QUANTITY AND PAYMENT:** Payment for these items shall be made for the total amount actually constructed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **UNIT** basis at the price bid for these items.

#### 4.10.1 RESET CASTINGS

This work shall consist of the **sawcutting as required**, removal of existing manhole and/or inlet castings and the resetting of these castings to conform to the lines and grades of the Contract Plans. Any **sawcutting**, excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for this item, **including in kind roadway restoration**.

All work done under this item shall conform to Section 602 – DRAINAGE STRUCTURES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, **AND PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE**.

Castings of the existing structures specified shall be removed and reset to their new grades and elevations. Masonry of these existing structures shall be added to or removed from as may be necessary to conform to the new surface grades and elevations. Adjustment of grades and elevations in excess of one foot shall be considered reconstructing inlets and manholes. Mortar shall attain a strength of 2500 pounds per square inch before the casting is exposed to traffic.

QUANTITY AND PAYMENT: Payment for these items shall be made for the total amount actually adjusted in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **UNIT** basis.

#### 4.11.1 RESET VALVE BOXES

This work shall consist of the resetting of existing water valve boxes to conform to the finished grades of the Contract Plans. Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for this item. All work shall be coordinated with the appropriate utility.

Care shall be exercised in resetting the valve boxes. After resetting, the valve boxes shall be protected until the final resurfacing course has been laid. Castings which are damaged because of the construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the owner without additional compensation.

All work done under this item shall conform to Section 650 – UTILITIES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, **AND PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE**.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually adjusted in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **UNIT** basis at the unit price bid for this item. Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for this item.

#### **4.12.2 REPLACE INLET CASTINGS, GRATES & CURB PIECES, TYPE B**

Item 4.12.2 refers to the removal of existing stream flow inlet grates, parallel bar grates, or other grates and castings and the furnishing and installing of new bicycle safe type grates and castings at the locations specified in the contract plans, or as directed by the Engineer. Item 4.12.2 shall include the Cast Iron Curb Piece, Type N.

Pipe and debris from the removal of inlets and manholes shall be disposed of at an approved dumping and/or recycling facility.

All work done under this item shall conform to Section 602 – DRAINAGE STRUCTURES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, **AND PUBLIC LAW 40A:11-18, AMERICAN GOODS AND PRODUCTS USE.**

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually installed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **UNIT** basis at the unit price bid for this item.

## SECTION 5 – ROADWAY EXCAVATION, MILLING, SAWCUTTING

### 5.1.1 SAWCUTTING (HMA)

Sawcutting (HMA) shall consist of the sawcutting of existing HMA pavement at the areas specified in the Contract Plans, or as directed by the Engineer to allow for a neat and clean edge for the construction of HMA match points. The saw shall be capable of providing a neat cut the full depth in a single pass.

Sawcutting (Concrete) shall consist of the sawcutting of existing concrete at the areas specified in the Contract Plans, or as directed by the Engineer. The saw shall be capable of providing a neat cut the full depth in a single pass.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually cut in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **LINEAL FOOT** basis at the unit price bid for this item.

### 5.2.3 ROADWAY EXCAVATION, UNCLASSIFIED, (IF AND WHERE)

This work shall consist of the excavation (or undercutting) for the roadway or other appurtenances associated with this project as described in the Contract Plans or as directed by the Engineer.

"If and Where" work includes, but is not limited to, additional excavation (or undercutting) for the roadway or other areas associated with this project where areas of soil instability or other unforeseen conditions are encountered. This work shall be performed as directed by the Engineer.

All work done under this item shall conform to Section 202 - EXCAVATION of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually excavated in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **CUBIC YARD** basis at the unit price bid for this item.

### 5.5.3 MILLING OF HMA, 6" AVERAGE DEPTH

Item shall consist of the milling of existing HMA material to an average 6" depth across the project limits to the bottom of grade (if more or less than 6") so that 4" thick HMA pavement will be placed to finish grade per plans, where applicable, at the areas specified in the Contract Plans, or as directed by the Engineer, **AND THE PROPER DISPOSAL OF THE MATERIAL BY THE CONTRACTOR.**

Milling debris shall be disposed of at an approved dumping site or recycled at an approved NJDEP recycling center. Proper documentation from the disposal facility shall be submitted to the Engineer.

All work done under this item shall conform to Section 401.03.01 of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually milled in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **SQUARE YARD** basis at the unit price bid for this item.



## SECTION 6 – DENSE GRADED AGGREGATE

### 6.1.1 DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE), IF AND WHERE

This work shall consist of the furnishing, placing and compacting of **RECYCLED CONCRETE** in areas as directed by the Engineer. These areas include, but shall not be limited to, approved additional roadway excavation locations. This item shall also be utilized for the "front-filling" of concrete vertical curb that has replaced a previously removed concrete curb and gutter. Composition of crushed concrete with other materials shall be consistent with Subsection 901.10.02 of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

All work done under this item shall conform to Section 302- AGGREGATE BASE COURSE of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually delivered, placed, graded and compacted to the specified thickness in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **CUBIC YARD** basis as measured in the field, after compaction, at the unit price bid for this item.

## SECTION 7 – HOT MIX ASPHALT & SURFACE TREATMENTS

### 7.1 HOT MIX ASPHALT (HMA)

#### 7.1.1 HOT MIX ASPHALT 19M64 BASE COURSE

#### 7.1.4 HOT MIX ASPHALT 9.5M64 SURFACE COURSE

#### 7.1.5 HOT MIX ASPHALT 9.5M64 LEVELING COURSE

#### 7.1.7 HOT MIX ASPHALT 9.5M64 SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK

Item 7.1.1 shall consist of the furnishing and placement of hot mix asphalt base course, including any required tack coat, at the locations specified, conforming to the lines, grades, thickness and cross-sections specified in the Contract Plans. Tack coat shall be incidental to this item.

Item 7.1.4 shall consist of the furnishing and placement of hot mix asphalt surface course, including any required tack coat, at the locations specified, conforming to the lines, grades, thickness and typical cross-sections specified in the Contract Plans. Tack coat shall be incidental to this item.

Item 7.1.5 shall consist of the furnishing and placement of hot mix asphalt leveling course, including any required tack coat, at the locations specified, conforming to the lines, grades, thickness and typical cross-sections specified in the Contract Plans. Tack coat shall be incidental to this item.

Item 7.1.7 shall consist of the furnishing and placement of hot mix asphalt surface course for asphalt driveway adjustments, including any required tack coat, at the locations specified, conforming to the lines, grades, thickness and typical cross-sections specified in the Contract Plans. Tack coat shall be incidental to this item. Any sawcutting, excavation, removal of existing asphalt, fill, other work or materials needed to complete these items shall be incidental to and included in the price bid for these items. At no time shall a driveway be excavated that cannot be completed in the same workday. If a case occurs that the driveway cannot be completed, the driveway shall be made traversable through the use of compacted fill, steel plates, or other means as approved by the Engineer.

All work done under items 7.1.1 through 7.1.7 shall conform to Section 902 – ASPHALT of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

**QUANTITY AND PAYMENT:** Payment for this item shall be made for the total amount actually placed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **TON** basis at the unit price bid for this item.

### 7.6.1 ASPHALT PRICE ADJUSTMENT

The City will make monthly price adjustments for asphalt binder usage in accordance with Section 160- PRICE ADJUSTMENTS of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

QUANTITY AND PAYMENT: Payment shall be made on a per **DOLLAR** basis.

#### **7.6.2 FUEL PRICE ADJUSTMENT**

The City will make monthly price adjustments for fuel usage in accordance with Section 160- PRICE ADJUSTMENTS of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

QUANTITY AND PAYMENT: Payment shall be made on a per **DOLLAR** basis.

## SECTION 8 - LANDSCAPING

### 8.1.1 TOPSOILING, 4" THICK

This work shall consist of the preparation and placement of topsoil stripped from the project site and the furnishing, preparation and placement of topsoil in excess of that material obtained from stripping conforming to the lines, grades and typical cross-sections specified in the Contract Plans.

All work done under this item shall conform to Section 804 - TOPSOILING of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended. All stones, 1 ½ inches or larger in any dimension, and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps shall be removed and the surface scarified to provide an improved bond between the slope and topsoil.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually placed in accordance with the Contract Plans or as specified by the Engineer. Payment shall be made on a per **SQUARE YARD** basis at the unit price bid for this item.

### 8.2.2 HYDROSEEDING

This work shall consist of the preparation of the seedbed, furnishing and placing of seed mixtures, grain seed, pulverized limestone and fertilizer at the locations specified in the Contract Plans. Any work or materials needed to complete this item shall be incidental to and included in the unit price bid for this item.

All work done under this item shall conform to Section 806 - FERTILIZING AND SEEDING of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

Materials shall be obtained from a dealer or manufacturer whose products are shown by analysis to fulfill the guarantee claimed by the producer.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually constructed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **SQUARE YARD** basis at the unit price bid for this item.

## SECTION 13 - TRAFFIC MARKINGS AND STRIPES, REMOVAL, & R.P.M'S

- 13.1.2      **TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW**
- 13.1.3      **TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 6" WHITE**
- 13.2.6      **TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE**

This work shall consist of the furnishing and application of white and/or yellow long life traffic stripes and markings (of the type specified above) and glass beads at the locations and in accordance with patterns indicated on the plans or as ordered by the Engineer.

These items shall conform to Sections 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS and 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS of NJDOT Standard Specifications for Road and Bridge Construction 2019, and as amended.

### QUANTITY AND PAYMENT:

- A.)      Payment of TRAFFIC STRIPES shall be made for the total lengths [of each width] of white or yellow traffic stripes actually installed in accordance with the plans or as directed by the Engineer. Payment shall be made on a per **LINEAL FOOT** basis at the unit price bid for this item.
- B.)      Payment of TRAFFIC MARKINGS shall be made for the total amount of symbols, arrows, or legends actually installed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **UNIT** basis at the unit price bid for this item.

### 13.8.2      **RPM, BI-DIRECTIONAL, BLUE LENS**

This work shall consist of the furnishing and installation of various pavement reflectors and castings (raised pavement markers) at the locations and in accordance with patterns indicated on the plans or as directed by the Engineer.

Raised pavement markers shall be positioned in accordance with Section 3B.12 of the Manual on Uniform Traffic Control Devices, 2009 as amended.

These items shall conform to Sections 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS and 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS of NJDOT Standard Specifications for Road and Bridge Construction 2019, and as amended.

QUANTITY AND PAYMENT:      Payment for these items shall be made for the total amount actually installed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **UNIT** basis at the unit price bid for these items.

## SECTION 14 - TRAFFIC SIGNS

14.1.R1-1	SIGN, POST MOUNTED, STOP, 36"X36"
14.1.R2-1(35)	SIGN, POST MOUNTED, SPEED LIMIT (35), 24"X30"
14.1.R7-1D	SIGN, POST MOUNTED, NO PARKING ANY TIME (DOUBLE ARROW), 12"X18"
14.1.R7-4L	SIGN, POST MOUNTED, NO STOPPING (LEFT ARROW), 12"X18"
14.1.R7-4R	SIGN, POST MOUNTED, NO STOPPING (RIGHT ARROW), 12"X18"
14.1.D3-5	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 30"X9"
14.1.D3-6	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 36"X9"

All items under this section shall consist of the fabricating, furnishing, assembling and erecting of signs conforming to the types, sizes, and locations specified in the Contract Plans, either on sign posts (14.1.(Fed ID#)) or mounted on traffic signal standards or mast arms (14.2.(Fed ID#)). Signs listed shall be post mounted unless otherwise described above. **Spacers** shall be installed on the bolts within the channel portion of the post to minimize sign deformation due to over-tightening. **For all STOP signs posts shall be fitted with 3" wide reflective panels, color and reflectivity as specified. Panels shall be fastened to the post from the bottom of the sign to no more than 4" from the connection to the base post.** Any work or materials needed to complete these items shall be "new" and incidental to and included in the price bid for these items, including but not limited to brackets, spacers, bolts, nuts, and galvanized "U-Channel" sign and base posts (for ground mounted installations). Sign posts shall be the galvanized "U-Channel" post type, using a 3' to 3.5' base post and 10'-12' sign post (determined by number of signs and bottom vertical clearances). Some posts will have multiple signs, facing in different directions, which may require additional brackets.

All work done under these items shall conform to Section 612-SIGNS of the NJDOT Standard Specifications for Road and Bridge Construction, 2019 as amended. All post mounted signs shall have **Grade IX Sheeting or higher**. Materials and construction operations not specifically covered in the Contract Plans or Specifications shall be made in accordance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, 2009 or as amended.

- Not all post mounted signs will require a separate post. In general, plaques will be installed in conjunction with another R, W, D or S Series sign. Series R10-3 and R10-4 signs are traffic signal push button instructional signs that consists of adhesive sign sheeting that is affixed to the traffic signal standard in the vicinity of the push button assembly. Payment for these signs is **inclusive in the price bid for the pedestrian push button assembly**.
- Signs with (FI Y-G) in description denotes Fluorescent Yellow-Green sheeting.
- D3 Series signs (Street Name) shall be double faced, shall have white legend on green background on an extruded sign blade of the size designated. Lettering on 9" Street Name signs shall be: 6" initial upper case letter and 4.5 inch lower case letters. Lettering on 6" Street Name signs shall be: 4" initial upper case letter and 3 inch lower case letters. **Numbered street names (i.e. Second St, Third St, etc.) shall be spelled out.**

QUANTITY AND PAYMENT: Payment shall be made for the total number of units of signs constructed. The delivery, construction, erection, hardware, other associated materials and labor shall be incidental to the unit price. Payment shall be made on a per **UNIT** basis at the unit price bid for these items.

# **State of New Jersey Department of Transportation**



## **Special Provisions For State Aid Projects**

**FY 2019 Edition  
Revision 31: March 2025**

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

## **SPECIAL PROVISIONS**

The work of this project includes storm drainage upgrades, concrete flatwork, milling and paving of N. Valley Avenue between Park Avenue and Oak Road.

## **SPECIFICATIONS TO BE USED**

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

These Special Provisions consist of the following:

Pages 1 to 49 inclusive.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at [https://www.nj.gov/labor/wagehour/wagerate/prevaling\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevaling_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 employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency 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 contracting agency 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 Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

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.

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Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE 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.

PROVIDE PROJECT ROUTE/CONTRACT NO.  
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## **DIVISION 100 – GENERAL PROVISIONS**

### **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

#### **102.01 QUALIFICATION TO BID**

THE FIRST PARAGRAPH IS CHANGED TO:

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

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1, *et seq.*
2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq.*
5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by “Public Works Contractor Registration Act,” N.J.S.A. 34:11-56.48, *et seq.*

THE FOLLOWING IS ADDED:

For all projects funded, in whole or in part, out of funds from the Local Aid program, each bidder on a construction contract valued at more than \$5,000,000 shall be prequalified by the New Jersey Department of Transportation.

#### **102.07 PREPARATION OF THE BID**

OMIT THE LAST TWO PARAGRAPHS OF THIS SECTION FOR WHOLLY STATE FUNDED PROJECTS

#### **102.15 DISQUALIFICATION OF BIDDERS**

THE SECOND PARAGRAPH IS CHANGED TO:

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

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
9. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,
10. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
11. Lack of competency or lack of adequate machinery, plant, or other equipment.

PROVIDE PROJECT ROUTE/CONTRACT NO.  
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12. Unsatisfactory performance on previous or current contracts.
13. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
14. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
15. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
16. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at <https://www.sam.gov/SAM/> for federally assisted contracts.
17. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

## **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

### **103.04 EXECUTION OF THE CONTRACT**

THE FIRST PARAGRAPH IS CHANGED TO:

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

1. If escrowing bid documents, the custody agreement as specified in [103.05](#).
2. Performance bond and payment bond as specified in [151.03.01](#).
3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.
4. Proof of the registrations specified in [102.01](#) for the Department of Treasury and the Department of Labor.
5. If the case of non-resident Bidders, the completed form regarding "Appointment of Agent" for compliance with N.J.S.A. 14A:15-2, *et seq.*

## **SECTION 104 – SCOPE OF WORK**

### **104.02 VALUE ENGINEERING**

#### **104.02.01 Purpose and Scope**

THE FOLLOWING IS ADDED:

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

### **104.03 CHANGES OF THE CONTRACT**

#### **104.03.01 Authority to Make Changes**

The Department has the right to make changes to the Work at any time, including altering the Contract, altering the requirements of an Item, increasing, or decreasing the quantities of any Item, or deleting any Item. Such changes neither invalidate the Contract, nor release the Surety. The Contractor agrees to perform the Work as changed. If the Contractor does not perform, or refuses to perform the Work as changed, the Department may perform the work with its own forces. If the Department mobilizes its forces to perform the work, the Contractor agrees to pay the Department's cost of

PROVIDE PROJECT ROUTE/CONTRACT NO.  
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performing the work including the cost of material and labor used and the actual costs for police traffic protection and maintenance and protection of traffic as specified in 107.16.

#### **104.03.02 Protests to Change Orders**

THE SUBPART IS CHANGED TO:

If the Contractor disagrees with any terms or conditions set forth in a Change Order, submit a written protest to the Department within 30 days after the date of receipt of the Change Order.

A protest is notice that the terms and conditions for proposed work are not in accordance with the Contract, quantity adjustments are incorrect, or that the modification for Contract Time is incorrect. A protest is not a substitute for notice as specified in 104.03.04. Providing a protest within 30 days after the date of the receipt of a Change Order may not meet the requirements of 104.03.04 or N.J.S.A 59:13-5 and the Department will not make payment for the costs of a claim if recovery is barred by other provisions in the Contract.

In the protest, list the points of disagreement, and, if possible, the specification references, quantities, and costs involved. Ensure that the protest is a specific, detailed statement of the points of disagreement. The Department will reject general protests. If the Department rejects a protest for being a general protest, provide a specific, detailed statement within 7 days of such rejection.

Regardless of whether the Contractor's assent is required, if the Contractor refuses to sign the change order or submit an acceptable written protest within 30 days after the date of receipt of the Change Order or within 7 days of the initial rejection of a protest, the Department will make payment and modify Contract Time as set forth in the Change Order. Such payment is full payment for all work included or required by the Change Order and is conclusive as to any Contract Time modifications provided for therein or in establishing that no Contract Time modification was warranted.

When the Contractor signs a change order and the Department processes the Change Order within 15 days of receiving the Contractor's signature, the Contractor is barred from protesting the Change Order.

Protest does not relieve the Contractor from the obligation to proceed with work directed by an approved Change Order.

#### **104.03.03 Types of Changes**

##### **1. Quantity Increases and Decreases.**

THE SECOND PARAGRAPH IS CHANGED TO:

For minor changes in quantity, the Department will make payment for the quantity of the Item performed at the bid price for the Item. Construction layout is included in the price of the original work.

##### **3. Changes in the Character of Work.**

THE THIRD PARAGRAPH IS CHANGED TO:

If a modification cannot be reached by agreement, the Department will make payment, only for the change in work, by force account as specified in 104.03.08.

#### **104.03.07 Tracking Costs**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

For all work directed to be paid for by force account, track and maintain complete records to provide a clear distinction between the costs for the Force Account work and the costs for other operations. For costs which the Contractor will pursue reimbursement through a Notice or Claim, track and maintain complete records in Force Account style making a clear distinction between Contract work and the work related to the alleged changed condition.

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#### **104.03.08 Force Account**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

#### **104.03.09 Delay Damages**

**1. Non-Productive Activity.** The Department will make payment for the following non-productive activities:  
PART E IS CHANGED TO:

- e. Equipment.** If as the result of the delay, the equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5. If as the result of the delay, the RE determines that the equipment cannot be used for any active work, the RE may request the Contractor to remove the equipment. The Contractor may remove the equipment from the work site or allow it to remain. If the equipment is removed from the work site, the Department will make payment for labor and equipment costs to remove the equipment and to return it to the work site at the end of the delay period. If the equipment remains, the Department will not make payment for the equipment as specified in 104.03.08.7.

If the equipment is required for additional maintenance within the Project Limits, maintenance of traffic control devices, maintenance of SESC measures, and similar activities resulting from the delay and approved by the RE, the Department will make payment as specified in 104.03.08.7.

THE FOLLOWING IS ADDED:

- 4. Equipment Escalation.** If, as the result of the delay, equipment use, which had a planned late-finish date occurring before an equipment rate increase date, is required to start after the equipment rate increase date, the Department will make payment for the following:
  - a. Contractor owned equipment.** Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of the Blue Book rate between the planned late finish date for the work and the Blue Book rate when the work was required because of the delay.
  - b. Rented equipment.** Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of rental agreements, including paid invoices, between the planned late finish date for the work and the date the work was required because of the delay. If rental agreements and paid invoices are not available, provide quotes from the rental company for both dates.

## **SECTION 105 – CONTROL OF WORK**

### **105.01 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.

### **105.01.03 Contractor Performance Evaluation**

REVISE SECTION **105.01.03** TO:

This section intentionally left blank.

### **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.

THE THIRD PARAGRAPH IS CHANGED TO:

Ensure compliance with the labor standards provisions of the Contract. Submit weekly certified payrolls and Statement of Compliance on NJ Department of Labor and Workforce Development Form MW-562 – Payroll Certification for Public Works Projects as required in the Contract to the RE, and also upload the weekly certified payroll online using the following link: <https://www.nj.gov/labor/wageandhour/prevaling-rates/njwagehub.shtml>. Monitor and verify the status of all SBE truck owner-operators working on wholly State Funded highway construction projects used for the Contract. Failure of a Contractor 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.

### **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.

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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.

## **105.11 CONSTRUCTION LAYOUT**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 106 – CONTROL OF MATERIAL**

THE SECTION HEADING IS CHANGED TO:

## **SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT**

### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE FIRST PARAGRAPH IS CHANGED TO:

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

### **106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

### **106.03 FOREIGN MATERIALS AND EQUIPMENT**

#### **1. Wholly State Funded Projects**

THE ENTIRE TEXT IS CHANGED TO:

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

If the Department finds the Contractor failed to comply with the Federal or State provisions regarding foreign materials, the Department will require the unapproved foreign material be removed and replaced with acceptable material at no additional cost to the Department.

#### **REMOVE SECTION 106.03.2 Federal Aid Projects**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

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

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

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

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

### **106.07 CERTIFICATION OF COMPLIANCE**

#### **106.07.01 Certification of Compliance**

THE FIRST PARAGRAPH IS CHANGED TO:

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

## **SECTION 107 – LEGAL RELATIONS**

### **107.11 RISKS ASSUMED BY THE CONTRACTOR**

### **107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

REPLACE THIS SECTION WITH: This section intentionally left blank.

### **107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

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#### **107.14 PATENED DEVICES, AMTERIALS, AND PROCESSES**

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

### **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:

- a.  
There are no Specialty Items in this Project.

REVISE SECTION **108.01.2.C LIMITS AND RESTRICTIONS** TO THE FOLLOWING:

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

REVISE SECTION **108.01.3.a SUBCONTRACT REQUIREMENTS** TO THE FOLLOWING:

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

#### **108.02 COMMENCEMENT OF WORK**

THE THIRD PARAGRAPH IS CHANGED TO:

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

- 1. A preconstruction conference with the Department has been held.
- 2. Approval of the progress schedule as specified in 153.03.02.
- 3. The field office has been established.

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

#### **108.10 CONTRACT TIME**

##### **B. Types of Delays.**

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

##### **b. Utilities.**

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

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.

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

#### **108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED**

LIST ITEM (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

1. Fails to begin construction operations within 30 days of execution of the Contract.

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THE THIRD PARAGRAPH IS CHANGED TO:

If the Department directs the Surety to complete the Contract, the Department will provide to the Surety the Contract as defined in 101.03 and the completion status of the Contract. If the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the Department a request for approval of the proposed completion-contractor as a subcontractor as specified in 108.01 within 45 days of receipt of the Contract provided by the Department pursuant to this Section. The Department, in its sole discretion, has the right to reject a request by the Surety to use the Contractor or another contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH:

If the Department approves the Surety's request to use the Contractor as the completion-contractor, the Surety shall cause the Contractor to begin Work, as defined in 101.03, within 45 days of notice of the Department's approval or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

If the Department does not approve the Surety's proposed completion-contractor, the Surety must submit to the Department a request for approval of an alternative completion-contractor within 60 days of notice of the Department's disapproval. If the Department does not approve the Surety's alternative completion-contractor, the Department may continue to request approval of another alternative completion-contractor. Within 60 days of notice of the Department's approval of the Surety's proposed completion-contractor, the Surety shall cause the completion-contractor to begin Work, as defined in 101.03, or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

## **108.15 TERMINATION OF CONTRACT**

### **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.

# **SECTION 109 – MEASUREMENT AND PAYMENT**

## **109.01 MEASUREMENT OF QUANTITIES**

THE LAST PARAGRAPH IS CHANGED TO:

The Department does not typically measure quantities for Proposal Items, except quantities designated on the Plans as "if and where directed," for payment. The Contractor or the RE can measure Proposal Items for payment. If making a

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

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:

PART (10) IS CHANGED TO:

10. Documentation in the same format as above for each subcontractor with certification by the Contractor that the documentation is complete, accurate, and true.

THE FOLLOWING IS ADDED TO THE LIST:

11. Certification stating that all costs submitted have been incurred because of the delay, and all vendor invoices have been paid.

#### **109.05 ESTIMATES**

THE FOURTH PARAGRAPH IS CHANGED TO:

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

1. No subcontractor or supplier was used on the project; or
2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier's work that was paid by the Department; or
3. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

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THE THIRTEENTH PARAGRAPH IS CHANGED TO:

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

#### **109.06 MATERIALS PAYMENTS AND STORAGE**

THE SUBSECTION IS CHANGED TO:

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

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.

PART 3 IS CHANGED TO:

3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials, a certification from the supplier that the material was paid for, and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

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

#### **109.09 AUDITS**

THE FIRST SENTENCE IS REVISED TO:

All claims filed as specified in 107.12 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**

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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.

## **SECTION 160 – PRICE ADJUSTMENTS**

THE ENTIRE SECTION 160 IS CHANGED TO:

### **160.01 DESCRIPTION**

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

### **160.02 MATERIALS**

(Intentionally Blank)

### **160.03 PROCEDURE**

#### **160.03.01 Fuel Price Adjustment**

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

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

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

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

<b>Table 160.03.01-1 Fuel Price Adjustments</b>	
<b>Items</b>	<b>Fuel Usage Factor</b>
EXCAVATION, UNCLASSIFIED	0.50 Gallons per Cubic Yard
EXCAVATION, REGULATED MATERIAL	0.50 Gallons per Cubic Yard
EXCAVATION, ACID PRODUCING SOIL	0.50 Gallons per Cubic Yard
REMOVAL OF PAVEMENT	0.25 Gallons per Square Yard
MICRO-MILLING	0.25 Gallons per Square Yard

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**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
HMA MILLING, MORE THAN 3" TO 6"	0.25 Gallons per Square Yard
CONCRETE MILLING	0.25 Gallons per Square Yard
HMA PROFILE MILLING	0.25 Gallons per Square Yard
BREAKING PAVEMENT	0.25 Gallons per Square Yard
RUBBLIZATION	0.25 Gallons per Square Yard
SUBBASE	1.00 Gallon per Cubic Yard
I-__ SOIL AGGREGATE	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, __ " THICK	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, __ " THICK	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
CONCRETE BASE COURSE, __ " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED __ " THICK	0.25 Gallons per Square Yard
ASPHALT-STABILIZED DRAINAGE COURSE	2.50 Gallons per Ton
OPEN-GRADED __ FRICTION COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT __ __ __ SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT __ __ __ INTERMEDIATE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT __ __ __ BASE COURSE	2.50 Gallons per Ton
MODIFIED OPEN-GRADED __ FRICTION COURSE __	2.50 Gallons per Ton
ULTRA-THIN FRICTION COURSE	2.50 Gallons per Ton
STONE MATRIX ASPHALT __ SURFACE COURSE	2.50 Gallons per Ton
HIGH PERFORMANCE THIN OVERLAY	2.50 Gallons per Ton
BINDER RICH INTERMEDIATE COURSE	2.50 Gallons per Ton
BRIDGE DECK WATERPROOFING SURFACE COURSE	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
CONCRETE SURFACE COURSE, __ " THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 4" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 5" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 8" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 8" THICK	0.25 Gallons per Square Yard
DIAMOND GRINDING OF CONCRETE SURFACE COURSE	0.25 Gallons per Square Yard
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT	0.25 Gallons per Square Yard
SLURRY SEAL AGGREGATE, TYPE II	2.5 Gallons per Ton
SLURRY SEAL EMULSION	0.10 Gallons per Gallon
CONCRETE BRIDGE APPROACH	0.50 Gallons per Cubic Yard
CONCRETE CULVERT	1.00 Gallon per Cubic Yard
CONCRETE FOOTING	1.00 Gallon per Cubic Yard

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**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
CONCRETE WING WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMN PROTECTION, HPC	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMNS AND CAP	1.00 Gallon per Cubic Yard
CONCRETE ABUTMENT WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER SHAFT	1.00 Gallon per Cubic Yard
CONCRETE PEDESTRIAN BRIDGE	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK, HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET HPC	1.00 Gallon per Cubic Yard
15" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.12 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.17 Gallon per Linear Foot
21" BY 34" CONCRETE BARRIER CURB, BRIDGE	0.15 Gallon per Linear Foot
24" BY 42" CONCRETE BARRIER CURB, BRIDGE	0.21 Gallon per Linear Foot
CAST-IN-PLACE CONCRETE PILES, DRIVEN ____ " DIAMETER	1.00 Gallon per Cubic Yard
RETAINING WALL, LOCATION NO. ____	0.10 Gallon per Square Foot
CONCRETE MEDIAN BARRIER, HPC	0.16 Gallon per Linear Foot
15" BY 41" CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB	0.17 Gallon per Linear Foot
15" BY 54" CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
38" BY 79" CONCRETE BARRIER CURB	0.40 Gallon per Linear Foot
24" BY 39" CONCRETE BARRIER CURB	0.18 Gallon per Linear Foot
18 5/8" BY 65" CONCRETE BARRIER CURB	0.20 Gallon per Linear Foot
32" BY 41" CONCRETE BARRIER CURB	0.24 Gallon per Linear Foot
24" BY 41" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
24" BY 45" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
15" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.09 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.24 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
19" BY 32" CONCRET BARRIER CURB, DOWELLED	0.10 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
24 1/2" BY 53" CONCRETE BARRIER CURB, DOWELLED	0.18 Gallon per Linear Foot
24 1/2" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
24" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
GROUND MOUNTED BARRIER CURB	0.15 Gallon per Linear Foot
15" BY 51" F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
24 1/2" BY 51" F SHAPE CONCRETE BARRIER CURB	0.23 Gallon per Linear Foot
24 1/2" BY ____ " F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.23 Gallon per Linear Foot

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**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
15" BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
15" BY ____" F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
VARIABLE WIDTH BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
9" BY 16" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 18" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 20" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 22" CONCRETE VERTICAL CURB	0.05 Gallon per Linear Foot
9" BY 14" CONCRETE VERTICAL CURB	0.03 Gallon per Linear Foot
9" BY 4" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 6" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 8" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
9" BY 10" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
12" BY 13" CONCRETE SLOPING CURB	0.04 Gallon per Linear Foot
12" BY 3" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
____" BY ____" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot

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

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

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Fuel Price Index for work performed in the time period immediately before the estimate cutoff date.

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

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

#### THE LAST PARAGRAPH IS CHANGED TO:

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

#### 160.03.02 Asphalt Price Adjustment

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

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

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one for any price adjustments. Work continuing through midnight of the last day of the month into the first day of the next month will be included in period two.

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

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

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

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Asphalt Price Index for work performed in the time period immediately before the estimate cutoff date.

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder<sup>1</sup>

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

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

$$T = G \times C \times 0.00428$$

C = Petroleum content of the product

Use 100% for Tack Coat 64-22 and Tack Coat 64E-22

Use 60% for Polymer Modified Tack Coat, and all other emulsified asphalts

G = Gallons furnished

The constant 0.00428 is derived from the conversion factor of tons per gallon using 8.345 lbs/gallon for water and a factor of 1.025 for the specific gravity of asphalt binder.

The Department will not calculate an asphalt price adjustment for FOG SEAL STRIP.

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

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

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

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

THE FOLLOWINGS IS ADDED:

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**160.04 MEASUREMENT AND PAYMENT**

THE SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

THE SECOND PARAGRAPH IS CHANGED TO:

The Items FUEL PRICE ADJUSTMENT and ASPHALT PRICE ADJUSTMENT must be included in the Proposal or added to the Contract to qualify for payment.

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## DIVISION 400 – PAVEMENTS

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

#### 401.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

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

#### 401.03.03 HMA Repair

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **401.03.07 HMA Courses**

##### **A. Paving Plan.**

PART (4) IS CHANGED TO:

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

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

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

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THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

##### **G. Opening to Traffic.**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

##### **H. Air Void Requirements**

FOR LOCAL AID PROJECTS, 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.

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.

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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.

1. 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.
2. If  $X_N$  is suspected of being an outlier, the Laboratory will calculate:

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

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

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

4. 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

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:  
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 Department will evaluate the ride quality of the final riding surface of all constructed pavement on the project, for routes designated as National Highway System (NHS) and routes under NJDOT jurisdiction, using the International Roughness Index (IRI) according to ASTM E 1926. All NHS roadways are listed on the Department's website [here](#). The Department may evaluate ride quality of other routes not designated as NHS or under NJDOT jurisdiction. The final riding surface is defined as the last lift of the pavement structure where traffic will be allowed. The pavement will be evaluated using the current average IRI (C) to select the target IRI (T) from Table 401.03.07-8. The current average IRI (C) is defined as the preconstruction ride quality measured not more than two years from the start of the project pavement construction.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C). The testing agency will use and submit to the RE the [IRI Testing Summary Report form](#) provided from The Local Aid District Office and verify manually the pay adjustment calculation.

Current IRI data for paving routes designated NHS or NJDOT jurisdiction can be made available by request by contacting Shahid Haji and Peter Brzostowski at [Shahid.Haji@dot.nj.gov](mailto:Shahid.Haji@dot.nj.gov) and [Peter.Brzostowski@dot.nj.gov](mailto:Peter.Brzostowski@dot.nj.gov). Municipal or county officials may request IRI information through this process. Contractors, consultants, and bidding parties shall not request IRI values through this process for their own benefit.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI

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to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the PA using pay equation type PA1 as specified in Table 401.03.07-7.

For paving on ramps and shoulders, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the pay adjustment using pay equation type PA2 as specified in Table 401.03.07-7.

When paving over bridge structures on NHS or NJDOT jurisdiction roadways, the Department will use the measured IRI to calculate the pay adjustment using pay equation type PA3 as specified in Table 401.03.07-7.

For paving on Local roadways other than NHS and NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department may evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. Local roadways are defined as municipal and county roads that are not designated as part of the NHS. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA4 as specified in Table 401.03.07-7.

1. **Smoothness Measurement.** The Department will test the longitudinal profile of the final riding surface for ride quality with a Class 1 Inertial Profiling System according to NJDOT R-1. If project conditions preclude the use of the Class 1 Inertial Profiling System, the Department will use a Class 1 Walking Profiler or lightweight profiler.
2. **Quality Control Testing.** Perform quality control testing during lift placement to ensure compliance with the ride quality requirements specified in Table 401.03.07-8.
3. **Preparation for IRI Testing.** Notify the RE when all paving is complete and the RE will request IRI testing by independent testing agency. Provide traffic control when the independent testing agency performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of temporary pavement marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested or as per direction of the independent testing agency. Submit the actual stationing for each temporary pavement marking tape location to the RE.
4. **Quality Acceptance.** The Department will determine acceptance and provide PA based on the following:
  - a. **Pay Adjustment.** The acceptable IRI for the roadway pavement will be the target IRI (T) from Table 401.03.07-8 rounded to the nearest whole number for which full payment will be made and will be determined using the latest available current average IRI (C) data. The number of lots for final pay adjustment will be reduced by the number of lots excluded for each segment shown in Table 401.03.07-7. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

Table 401.03.07-7 Pay Adjustment Equations (PAE) for Ride Quality			
Pay Equation Type	Exclusions	Pay Equations	
PA1	As shown in the Special Provisions Table 401.03.07-7A	IRI<T	PA1=PAE (see note 2)
		T≤IRI≤170	PA1=PAE
		IRI>170	PA1= -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 =0
		120 < IRI ≤ 170	PA2 = (IRI – 120) x (–\$5.00)
		IRI>170	Maximum Negative Pay or Corrective action
PA3	Will include, if tested	IRI≤120	PA3=0
		120<IRI≤170	PA3=PAE
		IRI>170	PA3= -A or Corrective action
PA4	Will include, if tested	IRI ≤ T	PA4=0
		T < IRI ≤ T+80 or 170 whichever is higher	PA4 = (IRI – T) x (–\$1.25)
		IRI>T+80 or 170 whichever is higher	Maximum Negative Pay or Corrective action

$$PAE = \frac{A}{-37.75347 \times \log_e(T) + 194.87} - \frac{A}{-37.75347 \times \log_e(IRI) + 194.87}$$

$$A = 1267.2 \left[ \frac{M}{9} + \frac{PD}{150} \right]$$

P = Bid price of last lift of the pavement structure to be evaluated or price listed in table 401.03.07-7B, whichever is higher, per Ton

D<sup>l</sup> = Design thickness of last lift to be evaluated, Inch

M = Bid price of Milling, per Square Yard

T = Target IRI

- For various design thicknesses of last lift to be evaluated within a segment, calculate the thickness using the following equation:

$$\text{Design thickness of last lift to be evaluated (D)} = \frac{D_1 N_1 + D_2 N_2 + \dots D_N N_N}{N_1 + N_2 + N_3 + \dots N_N}$$

Where:

D<sub>N</sub> = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

N<sub>N</sub> = Number of lots of N section with design thickness D<sub>N</sub> of last lift to be evaluated

- Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment for each lane will not be greater than zero, but may result in a negative pay adjustment.

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

**Table 401.03.07-8 Target IRI for Resurfacing or Reconstruction (T)<sup>3</sup>**

Roadway Type	Current average IRI (C)	New Construction or Reconstruction	Number of Operation for other than New Construction or Reconstruction <sup>5</sup>			
			One <sup>4</sup>	Two <sup>4</sup>	Three <sup>4</sup>	Four or More <sup>4</sup>
Target IRI (T)						
NHS & NJDOT Freeways or Limited Access Highways	≤ 60	50	50	50	50	50
	61 to ≤95		53	50	50	50
	96 to ≤170		55	53	50	50
	171 to ≤200		0.64C <sup>7</sup>	55	53	50
	201 to ≤285			58	55	50
	>286 <sup>8</sup>			60	58	53
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit > 35 MPH	≤ 60	60	60	60	60	60
	61 to ≤95		63	60	60	60
	96 to ≤170		66	63	60	60
	171 to ≤200		0.64C <sup>7</sup>	66	63	60
	201 to ≤285			69	66	60
	>286 <sup>8</sup>			72	69	63
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit ≤ 35 MPH	≤ 60	70	70	70	70	70
	61 to ≤95		74	70	70	70
	96 to ≤170		77	74	70	70
	171 to ≤200		0.64C <sup>7</sup>	77	74	70
	201 to ≤285			81	77	70
	>286 <sup>8</sup>			84	81	74
Local Roadway with Posted Speed ≥45 MPH	C	80	0.7C or 80 whichever is higher	0.49C or 80 whichever is higher	0.34C or 80 whichever is higher	0.24C or 80 whichever is higher
Local Roadway with Posted Speed <45 MPH	C	100	0.84C or 100 whichever is higher	0.59C or 100 whichever is higher	0.41C or 100 whichever is higher	0.29C or 100 whichever is higher

1. The Department will determine target IRI (T) of roadways containing multiple speed limits of greater than 35 MPH and less than or equal to 35 MPH based on the following equation:

$$\text{Target IRI of a roadway consists of N Roadway type (T)} = \frac{T_1 L_1 + T_2 L_2 + \dots + T_N L_N}{L_1 + L_2 + L_3 + \dots + L_N}$$

Where T<sub>N</sub> is the Target IRI of N section and L<sub>N</sub> is the length of N section in miles to the nearest 0.01 mile

- Current average IRI (C) is the average of the latest available preconstruction IRI data.
- The target IRI (T) is selected or calculated from the table and rounded to the nearest whole number.
- Multiply T with 1.05 for HMA over Concrete, if total HMA after proposed treatment is less than 8 inch thick.
- Milling is one operation. Paving each layer of asphalt mix is an individual operation unless plans specify paving a mix in two lifts. In such case, each lift is considered as an operation.
- Construction or reconstruction of full pavement box on subgrade is new construction or reconstruction.
- Use Pay Equation as below:

$$\begin{aligned} \text{IRI} \leq T & \quad \text{PA} = \text{PAE}^* \\ \text{IRI} > T & \quad \text{PA} = \text{PAE} \end{aligned}$$

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\*Positive Pay adjustment will be used to offset negative pay adjustment. Total pay adjustment for each lane will not be greater than zero, but may result in a negative pay adjustment.

8. For paving over rubblized concrete, use  $C > 286$  to determine target IRI, then multiply T with 1.05 if total HMA after proposed treatment is less than 8-inch thick.
  9. Paving in one lift with no corrective work such as milling, grinding or pre-levelling of at least 25 percent of surface area of existing pavement is one operation.
- 

- b. Corrective Action.** The Department may require corrective action or assess the maximum negative pay adjustment as computed in Table 401.03.07-7, if the average IRI after testing is performed of NHS or NJDOT jurisdiction roadway is greater than 170 inches per mile, or average IRI local roadway is greater than  $T+80$  or 170 whichever is higher. If the Department requires corrective action submit a plan for corrective action. If the plan for corrective action is approved and the lot is corrected, the Department will retest and evaluate the corrected area as a new lot that must meet the same requirements as the initial work. If the plan for corrective action is not approved, the Department may require removal and replacement. The replacement work is subject to the same requirements as the initial work.

#### **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 Coring Layout Sheet 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 Coring Layout Sheet 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 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.

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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

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

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

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HMA MILLING, MORE THAN 3" TO 6"	SQUARE YARD
CONCRETE MILLING	SQUARE YARD
MICRO-MILLING	SQUARE YARD
HMA PROFILE MILLING	SQUARE YARD
HOT MIX ASPHALT PAVEMENT REPAIR	SQUARE YARD
HMA LONGITUDINAL JOINT REPAIR	SQUARE YARD
SEALING OF CRACKS IN HOT MIX ASPHALT SURFACE COURSE	LINEAR FOOT
POLYMERIZED JOINT ADHESIVE	LINEAR FOOT
TACK COAT	GALLON
TACK COAT 64-22	GALLON
POLYMER MODIFIED TACK COAT	GALLON
PRIME COAT	GALLON
HOT MIX ASPHALT _____ SURFACE COURSE	TON
HOT MIX ASPHALT _____ SURFACE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ BASE COURSE	TON
HOT MIX ASPHALT _____ BASE COURSE HIGH RAP	TON

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

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

The RE will measure HOT MIX ASPHALT PAVEMENT REPAIR before overlay by the square yard of area bounded by the sawcuts.

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

The RE will measure TACK COAT, TACK COAT 64-22, PRIME COAT, and POLYMER MODIFIED TACK COAT by the volume delivered, converted to the number of gallons at 60 °F as calculated by the temperature-volume correction factors specified in 902.01.

The RE will measure HOT MIX ASPHALT \_\_\_\_\_ SURFACE COURSE, HOT MIX ASPHALT \_\_\_\_\_ INTERMEDIATE COURSE, and HOT MIX ASPHALT \_\_\_\_\_ BASE COURSE by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT \_\_\_\_\_ SURFACE COURSE.

The Department will not include payment for polymerized joint adhesive in the various paving Items. The Department will make payment for polymerized joint adhesive under POLYMERIZED JOINT ADHESIVE.

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

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Reduction Per Lot (\%)}$$

Where:

BP = Bid Price of HMA

Q = Quantity of HMA in lot receiving payment adjustment

Reduction Per Lot (%) = Air void Reduction (%) per lot as specified in 401.03.07.H.

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

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Percent Reduction (\%)}$$

Where:

BP = Bid Price of HMA

Q = Quantity of HMA in lot receiving payment adjustment

Percent Reduction (%) = Thickness Percent Reduction (%) per lot as specified in 401.03.07.I.

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.07.J.

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

## DIVISION 600 – MISCELLANEOUS CONSTRUCTION

### SECTION 601 PIPE

#### 601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe ..... 909.02.02

#### 601.03.01 Pipe

##### B. Excavating.

THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

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

##### D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

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

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

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

##### E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

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

##### F Backfilling.

THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

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

#### 601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.



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

#### **601.03.04 Underdrain**

##### **A. Excavating.**

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

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

#### **601.03.06 Video Inspection of Pipe**

THE SECOND PARAGRAPH IS CHANGED TO:

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

#### **601.03.07 Deflection Inspection of HDPE Pipe**

THE SUBPART HEADING IS CHANGED TO:

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

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

#### **601.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, 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 ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
REMOVAL OF RUMBLE STRIP	LINEAR FOOT

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
___ " POLYPROPYLENE PIPE	LINEAR FOOT

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

## **SECTION 602 – DRAINAGE STRUCTURES**

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

THE FIRST PARAGRAPH IS CHANGED TO:

When modifying less than 1 foot of an inlet or manhole, set a new casting, or reset the existing casting. When modifying 1 foot or more of an inlet or manhole, reconstruct the inlet or manhole.

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

### **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.

## **SECTION 607 – CURB**

### **607.01 DESCRIPTION**

THE PARAGRAPH IS CHANGED TO:

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

#### **607.02.01 Materials**

THE FOLLOWING IS ADDED:

Epoxy Waterproofing..... 912.02.02

#### **607.02.02 Equipment**

THE FOLLOWING IS ADDED:

Concrete Vertical Curb Saw..... 1008.07

THE FOLLOWING SUBPART IS ADDED:

#### **607.03.08 Sawcut Vertical Curb**

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

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

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

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

Dispose of cut material as specified in 201.03.01.H.

#### **607.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING PAY ITEM IS ADDED:  
SAWCUT VERTICAL CURB

LINEAR FOOT

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

#### **610.03.02 Traffic Markings Lines, Traffic Markings Symbols, and Traffic Markings Route Symbols** THE SUBPART IS CHANGED TO:

- A. Marking Plan.** At least 20 days before beginning the work, submit to the RE for approval a marking plan that includes:
1. Schedule of operations for applying traffic markings.
  2. Number and type of equipment.
  3. Manufacturer's recommendations for use of the materials, including mixing ratios and application temperatures.
  4. Details on the means and methods for surface preparation.
  5. Details on the means and methods for premarking.
- B. Surface Preparation.** Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.
- C. Applying Traffic Markings.** Place preformed thermoplastic or hot extruded thermoplastic traffic markings on thoroughly dry surfaces and during dry weather conditions. Apply using equipment and procedures that produce markings of the specified color, width, and thickness with well-defined edges, uniform retroreflectivity, and proper bonding to the pavement. Apply the thermoplastic material as follows:
1. **Preformed Thermoplastic.** Melt the preformed thermoplastic tape to bond the traffic markings permanently in position according to the manufacturer's recommendations.  
  
Meet the minimum initial retroreflectance value, as specified in 610.03.01.D for thermoplastic tape, by applying additional glass beads to the hot-wet material in a uniform pattern as necessary.
  2. **Extruded Thermoplastic.** Uniformly heat the thermoplastic material. When the ambient and surface temperatures are at least 50 °F, apply the melted material at a temperature of between 400 and 425 °F. Extrude the thermoplastic traffic markings on the HMA or concrete pavement ensuring a thickness of  $90 \pm 1$  mils.  
  
Immediately after, or in conjunction with the thermoplastic extrusion, uniformly apply glass beads to the wet material at a minimum rate of 10 pounds per 100 square feet of markings. Apply glass beads by mechanical means only.
- D. Applying Transverse Rumble Markings.** Install transverse rumble markings as follows:
1. Ensure the HMA or concrete pavement is clean and dry before applying thermoplastic materials as specified in 610.03.02.B.
  2. Heat thermoplastic material as specified in 610.03.02.C.2.

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

3. Apply one layer of thermoplastic material on the HMA or concrete pavement surface at a thickness of  $125 \pm 1$  mils. Then while the material is hot, apply a second layer of thermoplastic material at  $125 \pm 1$  mils.
  4. Uniformly apply glass beads as specified in 610.03.02.C.2.
  5. The Contractor will ensure that there is no separation between the first and second layer of thermoplastic material before the RE's final acceptance of transverse rumble markings.
  6. The Contractor will ensure that the appropriate thickness of  $125 \pm 1$  mils per layer of thermoplastic material is installed, any markings found by the RE to be thinner than  $125 \pm 1$  mils will be removed and reinstalled by the Contractor at no additional cost to the Department.
  7. The Department will make payment for transverse rumble markings by square feet under TRAFFIC MARKINGS SYMBOLS as specified in 610.04.
  8. Thermoplastic material for transverse rumble markings shall be white in color.
- E. Performance.** Ensure that the traffic markings show no fading, lifting, cracking, chipping for any reason including but not limited to traffic wear, maintenance activities including snow plowing, until Acceptance. Ensure that 60 days after application, traffic markings have a minimum retroreflectance value of:
- 375 millicandelas per square meter per lux for white traffic markings
- 250 millicandelas per square meter per lux for yellow traffic markings
- F. Defective work.** Replace thermoplastic traffic markings that are determined by the RE before Acceptance to be defective or that are damaged during construction. Remove defective markings as specified in 610.03.08.
- Replace the entire area of thermoplastic traffic markings determined to be less than the required thickness, to have incorrect color or width, to have failed to bond to the pavement, or to have chipped or cracked. The minimum replacement area is an individual word or symbol, or for longitudinal lines the entire length from where the deficiency first occurs to where it no longer exists.
- The RE will determine initial retroreflectance as follows:
- Provide the RE with a Reflectometer that meets a 30 meter geometry as specified in ASTM E 1710, capable of measuring wet and dry conditions as specified in ASTM E 2176 and ASTM E 2177, and that has been certified by the manufacturer as being calibrated within the last 2 years. The RE will test the retroreflectance of traffic markings with the provided reflectometer according to the manufacturer's recommendations. Replace traffic markings that do not meet the retroreflectance values indicated in 610.03.02.E.
- G. Opening to Traffic.** Complete each application of thermoplastic traffic markings and allow to thoroughly dry before opening to traffic. The RE will determine when the traveled way can be opened to traffic.

### 610.03.03 RPMs (Raised Pavement Markers)

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

### 610.04 MEASUREMENT AND PAYMENT

THE SUBPART IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
TRAFFIC STRIPES, ___"	LINEAR FOOT
TRAFFIC MARKINGS LINES, ___"	LINEAR FOOT
TRAFFIC MARKINGS SYMBOLS	SQUARE FOOT
TRAFFIC MARKINGS ROUTE SYMBOLS	SQUARE FOOT
RPM, MONO-DIRECTIONAL, WHITE LENS	UNIT

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

RPM, MONO-DIRECTIONAL, AMBER LENS	UNIT
RPM, BI-DIRECTIONAL, AMBER LENS	UNIT
REMOVAL OF RPM	UNIT
REMOVAL AND REPLACEMENT OF RPM LENS	UNIT
FLEXIBLE DELINEATOR, GROUND MOUNTED	UNIT
RUMBLE STRIP	LINEAR FOOT
REMOVAL OF TRAFFIC STRIPES	LINEAR FOOT
REMOVAL OF TRAFFIC MARKINGS	SQUARE FOOT
REMOVAL OF RUMBLE STRIP	LINEAR FOOT

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

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

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

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

## SECTION 612 – SIGNS

### 612.02 MATERIALS

THE FOLLOWING MATERIAL IS CHANGED TO:

Steel “U” and Square Tube Post Sign Supports ..... 911.02.01

### 612.03 CONSTRUCTION

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

THE SUBPART IS RENAMED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

### 612.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
GUIDE SIGN, TYPE GA, STEEL “U” OR SQUARE TUBE POST SUPPORTS	SQUARE FOOT

PROVIDE PROJECT ROUTE/CONTRACT NO.  
OR PROJECT IDENTIFICATION.

## **DIVISION 900 – MATERIALS**

### **SECTION 902 – ASPHALT**

#### **902.01.01 Asphalt Binder**

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

#### **902.02.01 Mix Designations**

PART (4) IS CHANGED TO:

4. “E” The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

#### **902.02.03 Mix Design**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

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

#### **902.02.04 Sampling and Testing**

##### **A General Acceptance Requirements.**

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer’s recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer’s recommended laydown temperature.

##### **D. Acceptance Testing and Requirements.**

PART D IS CHANGED TO:

The ME will determine volumetric properties at  $N_{des}$  for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HMA to the number of design gyrations ( $N_{des}$ ) specified in Table 902.02.03-2, using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HMA.

The ME will determine the dust-to-binder ratio from the composition results as tested by the QC technician.

Ensure that the HMA mixture conforms to the requirements specified in Table 902.02.04-1, and to the gradation requirements in Table 902.02.03-1. If the test results are outside of the gradation or volumetric requirements specified

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in Table 902.02.03-1 or Table 902.02.04-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the requirements specified in Table 902.02.03-1 or Table 902.02.04-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1. If 2 consecutive acceptance or quality control samples are outside the gradation or volumetric requirements specified in Table 902.02.03-1 or Table 902.02.04-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1 and ME approval. The ME will reject mixture produced at initial restarting that does not meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1.

The ME will test a minimum of 1 sample per 3,500 tons for moisture, basing moisture determinations on the weight loss of an approximately 1,600 gram sample of mixture heated for 1 hour in an oven at  $280 \pm 5$  °F. Ensure that the moisture content of the mixture at discharge from the plant does not exceed 1.0 percent.

**Table 902.02.04-1 Hot Mix Asphalt Requirements for Control**

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)	Voids in Mineral Aggregate (VMA), % (minimum)						Dust-to-Binder Ratio
		Nominal Max. Aggregate Size, mm						
	@N <sub>des</sub> <sup>1</sup>	37.5	25.0	19.0	12.5	9.5	4.75	
L, M	95.0 – 97.0	11.0	12.0	13.0	14.0	15.0	16.0	0.6 – 1.3

1. As determined from the values for the maximum specific gravity of the mix and the bulk specific gravity of the compacted mixture. Maximum specific gravity of the mix is determined according to AASHTO T 209. Bulk specific gravity of the compacted mixture is determined according to AASHTO T 166.

#### 902.02.04 Sampling and Testing

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

### 903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

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Portland Cement, Type I, II, and Type III.....	ASTM C 150
Blended Hydraulic Cement, Type IS, IP, and IL .....	ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

### 903.03.05 Control and Acceptance Testing Requirements

#### E. Acceptance Testing for Strength for Pay-Adjustment Items.

Concrete Items which are subject to pay adjustment and the base prices are as follows:

ITEMS	DESCRIPTION	UNIT	BASE PRICE
507021P	CONCRETE BRIDGE DECK	CY	\$500.00
507036P	CONCRETE BRIDGE PARAPET	LF	\$305.00
505039P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-36), 36" X 15"	LF	\$125.00
505042P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-36), 36" X 18"	LF	\$130.00
505015P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-36), 36" X 27"	LF	\$170.00
505045P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-36), 36" X 21"	LF	\$160.00
505018P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-36), 36" X 33"	LF	\$170.00
505021P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-36), 36" X 39"	LF	\$175.00
505024P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-36), 36" X 42"	LF	\$185.00
505003P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 45"	LF	\$155.00
505006P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 54"	LF	\$155.00
505048P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-48), 48" X 15"	LF	\$160.00
505051P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-48), 48" X 18"	LF	\$135.00
505009P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 63"	LF	\$185.00
505027P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-48), 48" X 27"	LF	\$215.00
505054P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-48), 48" X 21"	LF	\$215.00
505030P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-48), 48" X 33"	LF	\$185.00
505033P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-48), 48" X 39"	LF	\$220.00
505036P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-48), 48" X 42"	LF	\$230.00
505012P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 72"	LF	\$200.00
502045M	CAST-IN-PLACE CONCRETE PILE, DRIVEN, 12" DIAMETER	LF	\$50.00
502090M	PRECAST CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$90.00

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502132M	PRESTRESSED CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$50.00
502135M	PRESTRESSED CONCRETE PILE, DRIVEN, 14" X 14"	LF	\$50.00
502138M	PRESTRESSED CONCRETE PILE, DRIVEN, 16" X 16"	LF	\$50.00
502141M	PRESTRESSED CONCRETE PILE, DRIVEN, 18" X 18"	LF	\$50.00
502144M	PRESTRESSED CONCRETE PILE, DRIVEN, 20" X 20"	LF	\$75.00
502147M	PRESTRESSED CONCRETE PILE, DRIVEN, 22" X 22"	LF	\$75.00
502150M	PRESTRESSED CONCRETE PILE, DRIVEN, 24" X 24"	LF	\$75.00
502151M	PRESTRESSED CONCRETE PILE, DRIVEN, 30" X 30"	LF	\$75.00
502156M	PRESTRESSED CONCRETE PILE, DRIVEN, 54" DIAMETER	LF	\$200.00

## SECTION 909 – DRAINAGE

### 909.02.02 HDPE Pipe

THE SUBPART HEADING IS CHANGED TO:

#### 909.02.02 HDPE Pipe and Polypropylene (PP) Pipe

THE ENTIRE SUBPART IS CHANGED TO:

Use corrugated HDPE drainage pipe that conforms to AASHTO M 294 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use corrugated polypropylene (PP) drainage pipe that conforms to AASHTO M 330 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use HDPE and polypropylene (PP) pipe from a manufacturer who is an AASHTO NTPEP (National Transportation Product Evaluation Program) certified manufacturer. For a list of NTPEP certified manufacturers, see the following webpage: <https://data.ntpep.org/>.

Submit a certification of compliance, as specified in 106.07, for HDPE and polypropylene (PP) pipe.

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

### 911.01.01 Materials

#### B. Retroreflective Sheeting.

TABLE 911.01.01-2 IS CHANGED TO:

THE SECOND SIGN TYPE IN TABLE 911.01.01-2 IS CHANGED TO:

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**Table 911.01.01-2 Allowable Sign Sheeting Types**

<b>Sign Type</b>	<b>Test Method</b>	<b>Type</b>
Regulatory and Warning Signs	ASTM D 4956	Type III, Type VIII, Type IX or Type XI <sup>1</sup>
Guide Signs Mounted on Steel “U” or Square Tube Posts	ASTM D 4956	Type III, Type VIII, Type IX or Type XI
Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports	ASTM D 4956	Type VIII, Type IX or Type XI <sup>2</sup>
1. Ground-mounted signs with white background shall be ASTM Type IX.		
2. Do not use ASTM Type XI sheeting with any existing sign lighting improvement or signs that are lit.		

**911.01.02 Fabrication****A. Sign Panels.**

THE SECOND PARAGRAPH IN PART A IS CHANGED TO:

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in Table 911.01.02-1. Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the 2004 Edition of Standard Highway Signs and Markings Book. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

THE THIRD PARAGRAPH OF PART A IS CHANGED TO:

For multiple panel signs, use 1 foot wide extruded sections bolted together. Join sign panel sections together at the flanges with 3/8 inch bolts. Attach the sign panels to vertical supports, ensuring that the span between vertical supports is a maximum of 18 feet. Do not use extruded sign panels with steel “U” or square tube post sign supports. Use the same material and color for trim molding that is used for the sign face.

**C. Legends and Borders.**

THE FIRST PARAGRAPH IN PART C IS CHANGED TO:

The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the 2004 Edition of Standard Highway Signs and Markings Book. Ensure that the lettering is aligned, spaced, and sized according to 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the working drawings. Apply the legend and borders using the following methods:

**911.01.04 Acceptance Inspection**

THE FIRST PARAGRAPH IS CHANGED TO:

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

**911.02 SIGN SUPPORTS****911.02.01 Steel “U” Post Sign Supports**

THE SUBPART IS RENAMED TO:

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### 911.02.01 Steel “U” and Square Tube Post Sign Supports

THE FOLLOWING IS ADDED AT THE END:

Use steel “U” post sign supports conforming to ASTM A 499, Grade 50 or 60, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the steel “U” post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for “U” posts.

Use square steel tube post sign supports conforming to ASTM A 1011, Grade 50, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the square steel tube post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for square steel tube posts.

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

### 912.01.04 Concrete Stain

THE SUBSECTION IS CHANGED TO:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellent. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

Table 912.01.04-1 Requirements for Concrete Stain		
Property	Value	ASTM Test Method
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587
VOC	<100 g/L	D 2369

### 912.04.02 Removable Pavement Marking Tape

#### A. Temporary Pavement Tape.

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for temporary pavement tape.

#### B. Removable Black Line Masking Tape.

THE THIRD PARAGRAPH IN PART B IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for removable black masking tape.

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## **DIVISION 1000 – EQUIPMENT**

### **SECTION 1001 – TRAFFIC CONTROL EQUIPMENT**

#### **1001.01 FLASHING ARROW BOARD**

SUBSECTION HEADING AND THE ENTIRE TEXT ARE CHANGED TO:

#### **1001.01 ARROW BOARD**

Provide either Type A or Type C or both types of arrow boards. Ensure the arrow board elements conform to the MUTCD and the following requirements:

1. Non-reflective, black boards equipped with battery-operated amber lights.
2. A minimum peak luminous intensity of 8,800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1,500 candelas when the ambient light level drops to 5 foot-candles.
3. A light on the rear face of the board to indicate that the lights are operating.
4. Solid state controls with polarity and surge protection.
5. Panel operation controls mounted in a lockable enclosure.

Ensure the arrow boards are equipped with a diesel charged battery system. Do not use gasoline powered systems. With RE approval, the Contractor may use the arrow boards equipped with solar charged battery systems in non-moving operations. The Department may require a solar charged battery system in noise sensitive areas.

Securely mount arrow boards on a manufacturer-approved 2 wheeled towing trailer.

#### **1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS**

THE ENTIRE SUBSECTION IS CHANGED TO:

Provide a truck affixed with a bed-mounted type C arrow board, as specified in 1001.01, and a rear mounted crash cushion. Ensure the weight of the truck with the type C arrow board and the rear mounted crash cushion is minimum total weight of 10 tons. The Contractor may use ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

1. Meets crash-worthiness requirements as specified in 159.03.02.
2. Designed to be attached to the rear of a truck.
3. Equipped with a 90 degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.
4. If equipped with energy absorbing modules, ensure that they are painted yellow.
5. Displays alternating 6 inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted “V” chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.
6. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.

THE FOLLOWING SUBSECTION IS ADDED:

#### **1001.04 PORTABLE VARIABLE MESSAGE SIGN WITH REMOTE COMMUNICATION**

Provide a NTCIP compliant portable variable message sign as described under 1001.02 with the exceptions noted below and each equipped with broadband cellular modem.

Ensure that the sign panel is color full matrix model that displays a combination of letters and graphic images.

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Ensure that the sign panel is capable of displaying 3 lines of text with variable size characters.

Ensure 9 characters are displayed per line for posting travel times. For this 9 character requirement, smaller size characters may be allowed that meets MUTCD guidelines.

Ensure that the panel is also capable of displaying 8 characters per line with a minimum character height of 18 inches.

Ensure that the PVMSRC can be integrated with the Department's central DMS control software for remote operation.

## **SECTION 1003 – HMA SITE EQUIPMENT**

### **1003.01 MATERIALS TRANSFER VEHICLE (MTV)**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure the MTVs Gross Weight and maximum speed limit do not exceed the load restrictions as shown in 105.09 Special Provisions.

## **SECTION 1008 – MISCELLANEOUS EQUIPMENT**

THE FOLLOWING SUBSECTION IS ADDED:

### **1008.07 CONCRETE VERTICAL CURB SAW**

Provide a power-driven vertical curb saw with horizontally-oriented blade capable of sawing to the required dimensions without causing uncontrolled cracking. Equip the vertical curb saw with water-cooled, circular, diamond-edge blades or abrasive wheels, and alignment guides. Ensure that the vertical curb saw is capable of immediately collecting the slurry produced from the operations. The Contractor may use a vertical curb saw that does not collect slurry if the RE approves an alternate slurry collection method.

When sawcutting grooves, use a multi-bladed saw with an adequate number of blades and alignment wheels.

Provide within the Project Limits spare saw blades and at least one standby saw that meets the above requirements.

## **SECTION 1009 – HMA PLANT EQUIPMENT**

### **1009.01 HMA PLANT**

#### **A. Requirements for HMA Mixing Plants.**

##### **4. Equipment for Preparation of Asphalt Binder.**

THE 4TH PARAGRAPH IN PART 4 IS CHANGED TO:

Provide valves according to ASTM D 140, except ensure that a sampling valve is also located in the lowest third of each storage tank. If any additive is added at the HMA plant, provide a sampling valve according to AASHTO M 156, Section 4.3.4.

##### **8. Safety.**

THE THIRD PARAGRAPH IS CHANGED TO:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide

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permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

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# NJDOT TEST METHODS

## NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

### **B. Apparatus.**

PART B IS CHANGED TO:

Use the following apparatus:

1. Class 1 IPS that meets the requirements of ASTM E 950, Sections 4.0, 5.0 and 6.0 of AASHTO M 328, and the following:
  - a. Valid certification.
  - b. Recertification after any major component repairs or replacements.
  - c. The data system provides the raw profile data in format readable in ProVal.
  - d. Current version of pavement profile analysis software installed on the IPS computer to compute the IRI.
2. Base plate and gauge blocks, of 1 inch and 2 inch thickness, provided by the manufacturer to verify daily vertical calibration.
3. Retro-reflective traffic marking tape or other approved mechanism to automatically trigger the start and stop of profile measurements.

### **C. Procedure.**

PART C IS CHANGED TO:

Perform the following steps:

1. Turn on the inertial profiler and warm up all electronic equipment in accordance with the manufacturer recommendations before testing.
2. Perform Block and Bounce tests each day before collecting data. Record the results in the calibration log. Ensure tolerances are within the certified limits.
3. Ensure retro-reflective traffic marking tape or other approved mechanism is placed at the beginning and end of each direction of travel lane.
4. Enter project information in the test equipment system.
5. Make provisions to start and stop recording profile at the beginning and end of testing. If an automatic trigger mechanism is not installed, make provision to initiate start and end of data recording manually by pressing an appropriate key(s) on the computer.
6. Ensure that the required speed, as recommended by the manufacturer, is achieved and that the system is collecting profile data before recording profile.
7. For each test section, perform 3 test runs to collect data of both wheel paths of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. Lanes are defined by striping.
8. Save data from each run separately before the next run or lane testing, clearly identifying each test run, lane identification, and run number.

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

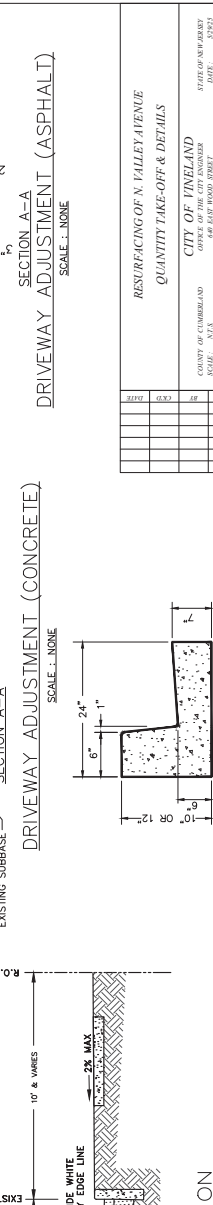
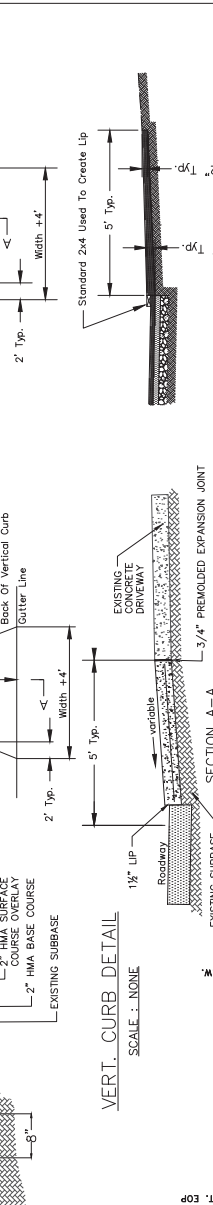
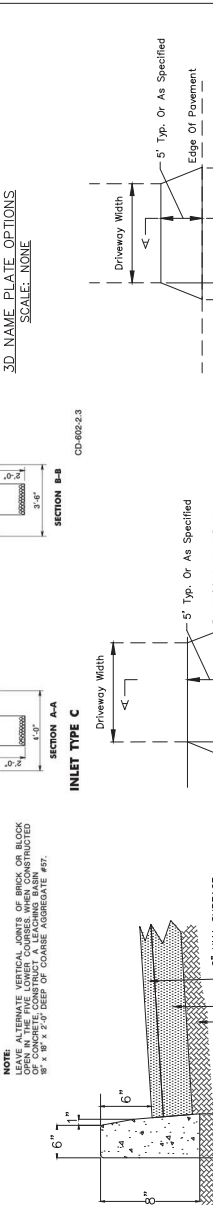
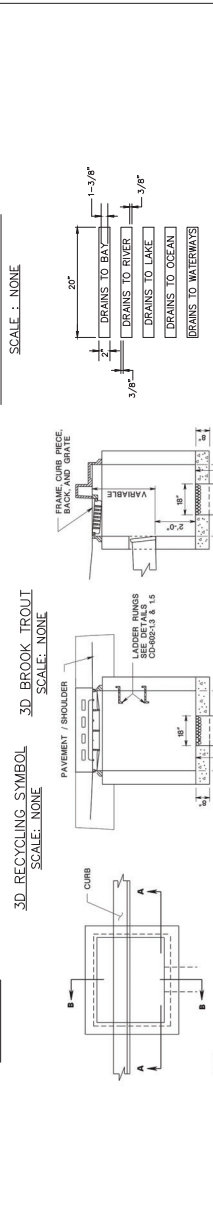
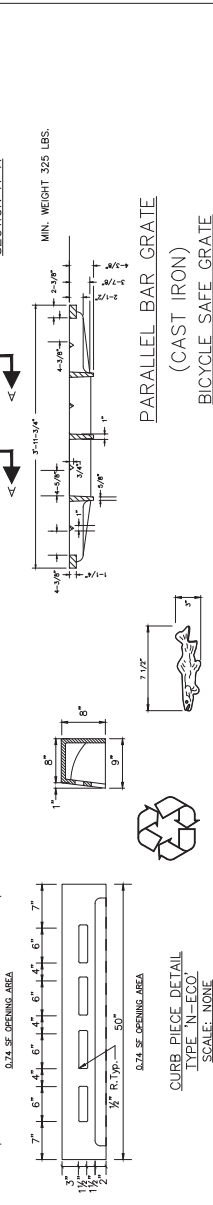
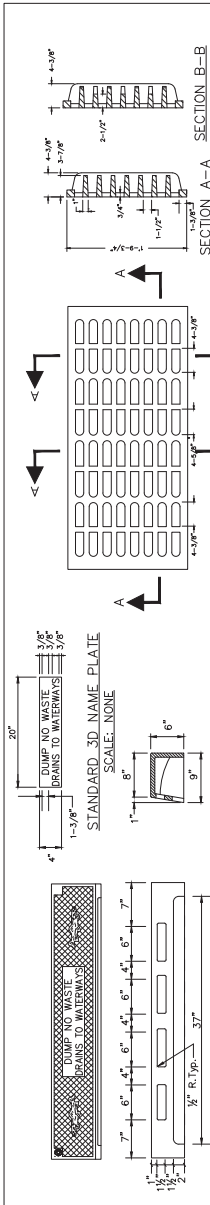
The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the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

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

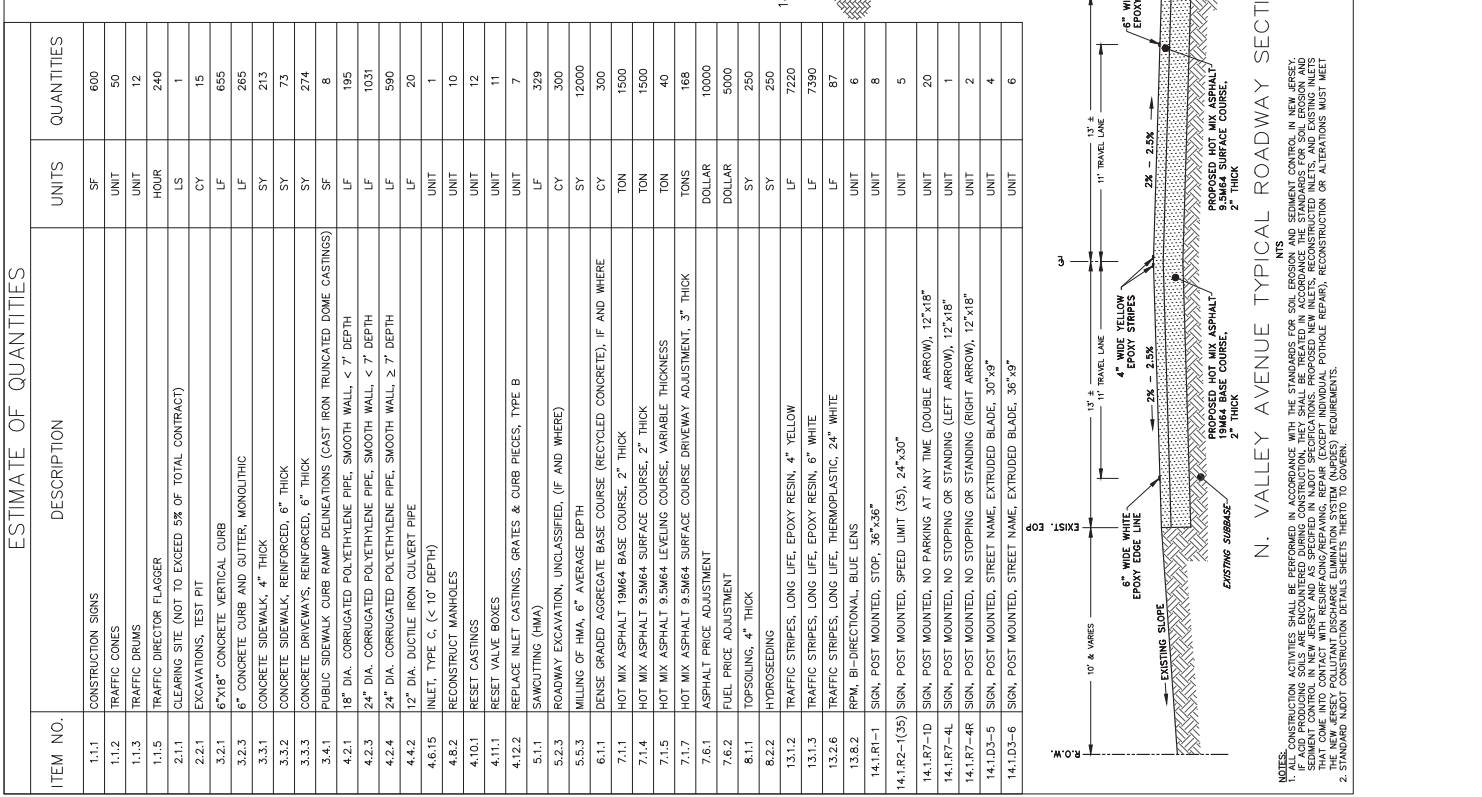
It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees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



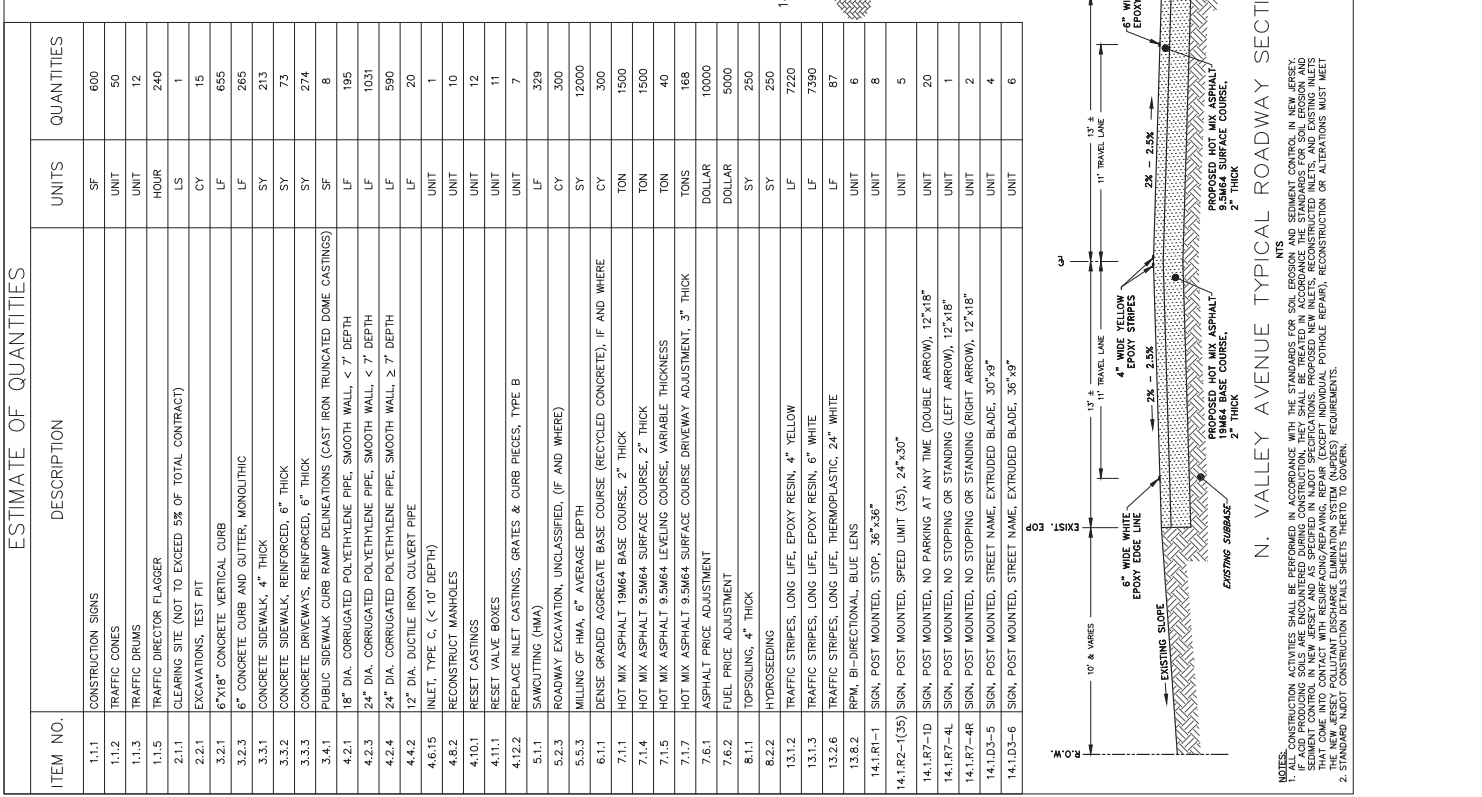
ESTIMATE OF QUANTITIES		
ITEM NO.	DESCRIPTION	QUANTITIES
1.1.1	CONSTRUCTION SIGNS	SF
1.1.2	TRAFFIC CONES	UNIT
1.1.3	TRAFFIC DRUMS	UNIT
1.1.5	TRAFFIC DIRECTOR FLAGGER	UNIT
2.1.1	CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT)	LS
2.2.1	EXCAVATIONS, TEST PIT	CY
3.2.1	6"x18" CONCRETE VERTICAL CURB	LF
3.2.3	6" CONCRETE CURB AND GUTTER, MONOLITHIC	LF
3.3.1	CONCRETE SIDEWALK, 4" THICK	SY
3.3.2	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY
3.3.3	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK	SY
3.4.1	PUBLIC SIDEWALK CURB RAMP DELINEATIONS (CAST IRON TRUNCATED DOME CASTINGS)	SF
4.2.1	18" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, < 7' DEPTH	LF
4.2.3	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, < 7' DEPTH	LF
4.2.4	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, ≥ 7' DEPTH	LF
4.4.2	12" DIA. DUCTILE IRON CULVERT PIPE	LF
4.6.15	INLET, TYPE C, (< 10' DEPTH)	UNIT
4.8.2	RECONSTRUCT MANHOLES	UNIT
4.10.1	RESET CASTINGS	UNIT
4.11.1	RESET VALVE BOXES	UNIT
4.12.2	REPLACE INLET CASTINGS, GRATES & CURB PIECES, TYPE B	UNIT
5.1.1	SAWCUTTING (HMA)	LF
5.2.3	ROADWAY EXCAVATION, UNCLASSIFIED, (F AND WHERE)	CY
5.5.3	MILLING OF HMA, 6" AVERAGE DEPTH	CY
6.1.1	DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE), IF AND WHERE	SY
7.1.1	HOT MIX ASPHALT 19M64 BASE COURSE, 2" THICK	TON
7.1.4	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON
7.1.5	HOT MIX ASPHALT 9.5M64 LEVELING COURSE, VARIABLE THICKNESS	TON
7.1.7	HOT MIX ASPHALT 9.5M64 SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON
7.6.1	ASPHALT PRICE ADJUSTMENT	DOLLAR
7.6.2	FUEL PRICE ADJUSTMENT	DOLLAR
8.1.1	TOPSOLING, 4" THICK	SY
8.2.2	HYDROSEEDING	SY
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF
13.1.3	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 6" WHITE	LF
13.2.6	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	LF
13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	UNIT
14.1.R1-1	SIGN, POST MOUNTED, STOP, 36"x36"	UNIT
14.1.R2-1(35)	SIGN, POST MOUNTED, SPEED LIMIT (35), 24"x30"	UNIT
14.1.R7-ID	SIGN, POST MOUNTED, NO PARKING AT ANY TIME (DOUBLE ARROW), 12"x18"	UNIT
14.1.R7-AL	SIGN, POST MOUNTED, NO STOPPING OR STANDING (LEFT ARROW), 12"x18"	UNIT
14.1.R7-AR	SIGN, POST MOUNTED, NO STOPPING OR STANDING (RIGHT ARROW), 12"x18"	UNIT
14.1.D3-5	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 30"x9"	UNIT
14.1.D3-6	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 36"x9"	UNIT



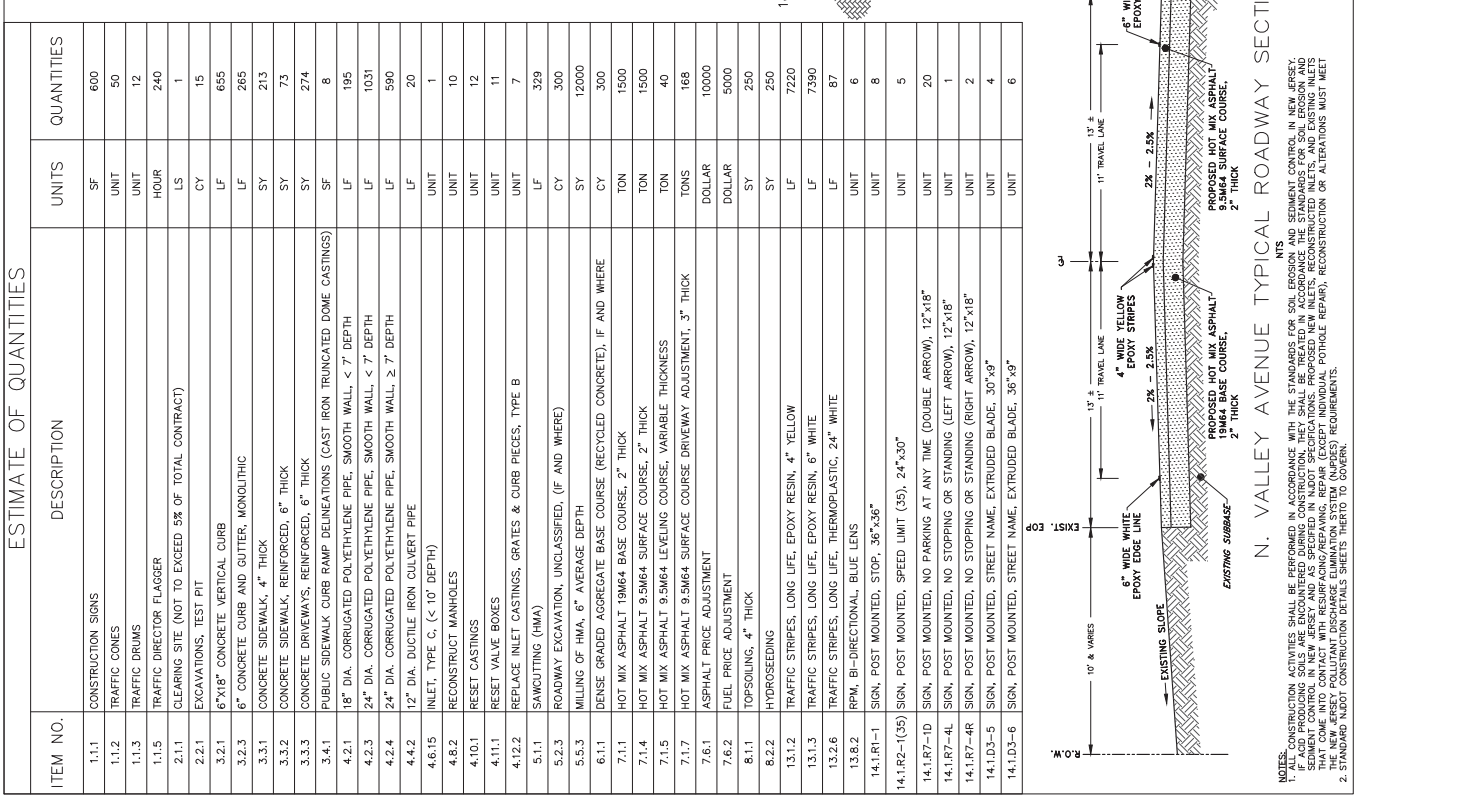
ESTIMATE OF QUANTITIES		
ITEM NO.	DESCRIPTION	QUANTITIES
1.1.1	CONSTRUCTION SIGNS	SF
1.1.2	TRAFFIC CONES	UNIT
1.1.3	TRAFFIC DRUMS	UNIT
1.1.5	TRAFFIC DIRECTOR FLAGGER	UNIT
2.1.1	CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT)	LS
2.2.1	EXCAVATIONS, TEST PIT	CY
3.2.1	6"x18" CONCRETE VERTICAL CURB	LF
3.2.3	6" CONCRETE CURB AND GUTTER, MONOLITHIC	LF
3.3.1	CONCRETE SIDEWALK, 4" THICK	SY
3.3.2	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY
3.3.3	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK	SY
3.4.1	PUBLIC SIDEWALK CURB RAMP DELINEATIONS (CAST IRON TRUNCATED DOME CASTINGS)	SF
4.2.1	18" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, < 7' DEPTH	LF
4.2.3	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, < 7' DEPTH	LF
4.2.4	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, ≥ 7' DEPTH	LF
4.4.2	12" DIA. DUCTILE IRON CULVERT PIPE	LF
4.6.15	INLET, TYPE C, (< 10' DEPTH)	UNIT
4.8.2	RECONSTRUCT MANHOLES	UNIT
4.10.1	RESET CASTINGS	UNIT
4.11.1	RESET VALVE BOXES	UNIT
4.12.2	REPLACE INLET CASTINGS, GRATES & CURB PIECES, TYPE B	UNIT
5.1.1	SAWCUTTING (HMA)	LF
5.2.3	ROADWAY EXCAVATION, UNCLASSIFIED, (F AND WHERE)	CY
5.5.3	MILLING OF HMA, 6" AVERAGE DEPTH	CY
6.1.1	DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE), IF AND WHERE	SY
7.1.1	HOT MIX ASPHALT 19M64 BASE COURSE, 2" THICK	TON
7.1.4	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON
7.1.5	HOT MIX ASPHALT 9.5M64 LEVELING COURSE, VARIABLE THICKNESS	TON
7.1.7	HOT MIX ASPHALT 9.5M64 SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON
7.6.1	ASPHALT PRICE ADJUSTMENT	DOLLAR
7.6.2	FUEL PRICE ADJUSTMENT	DOLLAR
8.1.1	TOPSOLING, 4" THICK	SY
8.2.2	HYDROSEEDING	SY
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF
13.1.3	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 6" WHITE	LF
13.2.6	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	LF
13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	UNIT
14.1.R1-1	SIGN, POST MOUNTED, STOP, 36"x36"	UNIT
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14.1.R7-AR	SIGN, POST MOUNTED, NO STOPPING OR STANDING (RIGHT ARROW), 12"x18"	UNIT
14.1.D3-5	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 30"x9"	UNIT
14.1.D3-6	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 36"x9"	UNIT

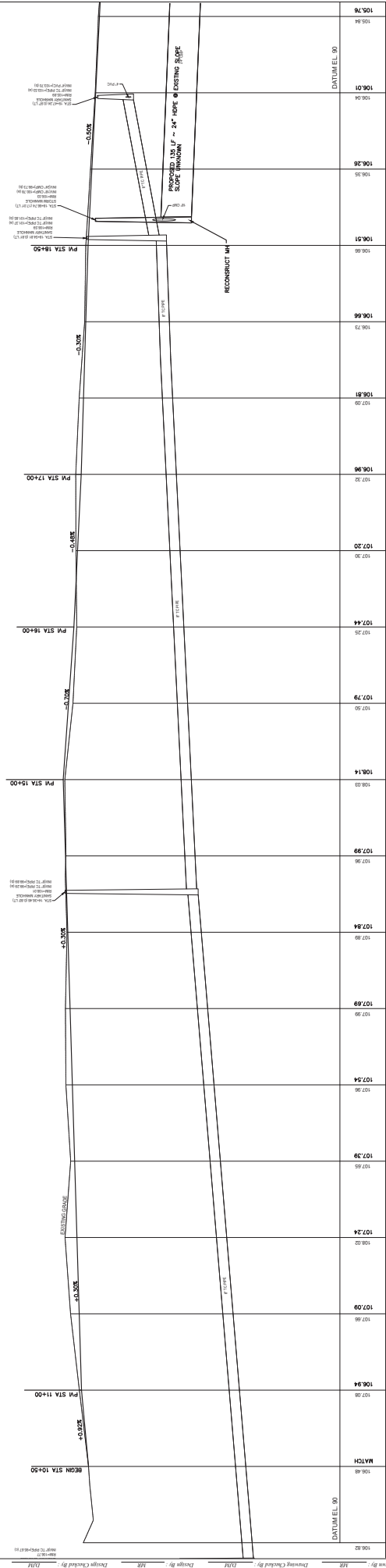
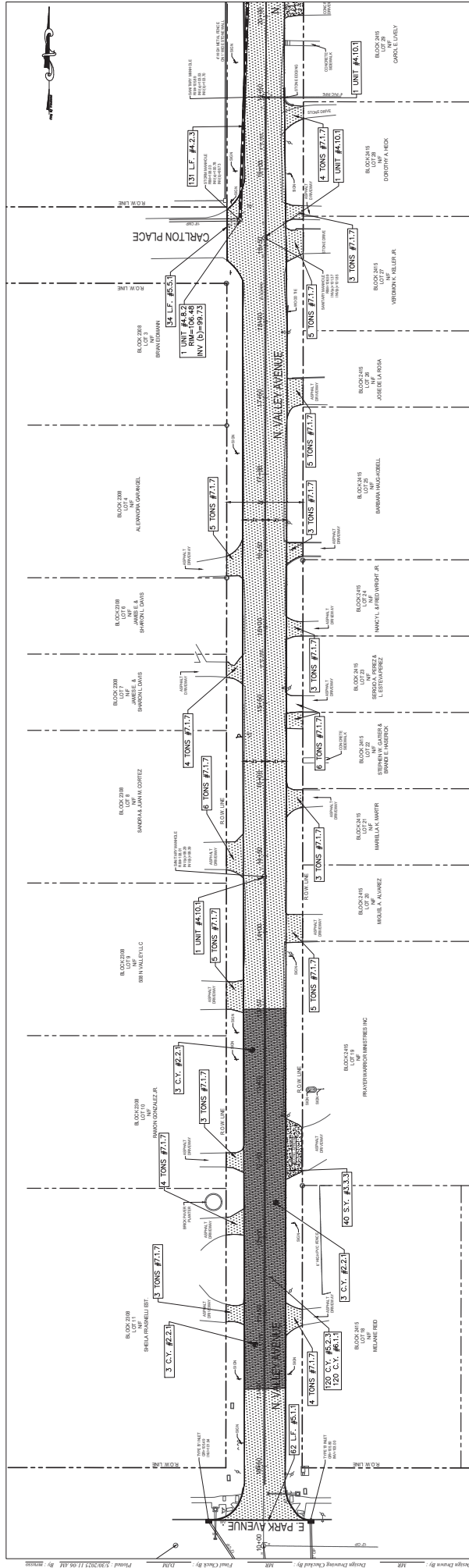


ESTIMATE OF QUANTITIES		
ITEM NO.	DESCRIPTION	QUANTITIES
1.1.1	CONSTRUCTION SIGNS	SF
1.1.2	TRAFFIC CONES	UNIT
1.1.3	TRAFFIC DRUMS	UNIT
1.1.5	TRAFFIC DIRECTOR FLAGGER	UNIT
2.1.1	CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT)	LS
2.2.1	EXCAVATIONS, TEST PIT	CY
3.2.1	6"x18" CONCRETE VERTICAL CURB	LF
3.2.3	6" CONCRETE CURB AND GUTTER, MONOLITHIC	LF
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4.4.2	12" DIA. DUCTILE IRON CULVERT PIPE	LF
4.6.15	INLET, TYPE C, (< 10' DEPTH)	UNIT
4.8.2	RECONSTRUCT MANHOLES	UNIT
4.10.1	RESET CASTINGS	UNIT
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7.1.7	HOT MIX ASPHALT 9.5M64 SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON
7.6.1	ASPHALT PRICE ADJUSTMENT	DOLLAR
7.6.2	FUEL PRICE ADJUSTMENT	DOLLAR
8.1.1	TOPSOLING, 4" THICK	SY
8.2.2	HYDROSEEDING	SY
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF
13.1.3	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 6" WHITE	LF
13.2.6	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	LF
13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	UNIT
14.1.R1-1	SIGN, POST MOUNTED, STOP, 36"x36"	UNIT
14.1.R2-1(35)	SIGN, POST MOUNTED, SPEED LIMIT (35), 24"x30"	UNIT
14.1.R7-ID	SIGN, POST MOUNTED, NO PARKING AT ANY TIME (DOUBLE ARROW), 12"x18"	UNIT
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14.1.D3-5	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 30"x9"	UNIT
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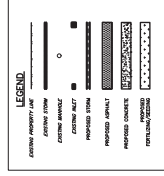
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2.2.1	EXCAVATIONS, TEST PIT	CY
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4.2.4	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, ≥ 7' DEPTH	LF
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4.6.15	INLET, TYPE C, (< 10' DEPTH)	UNIT
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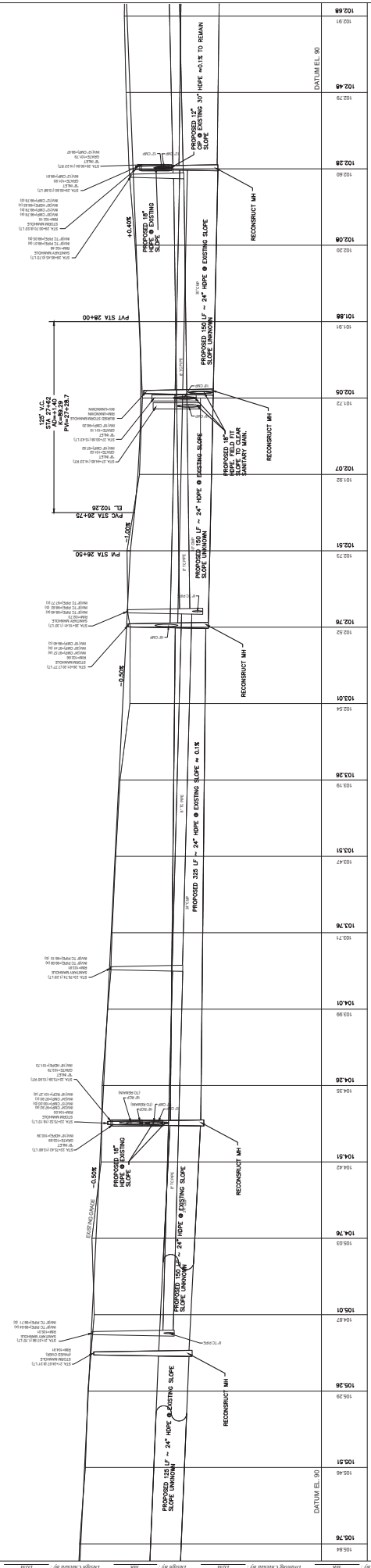
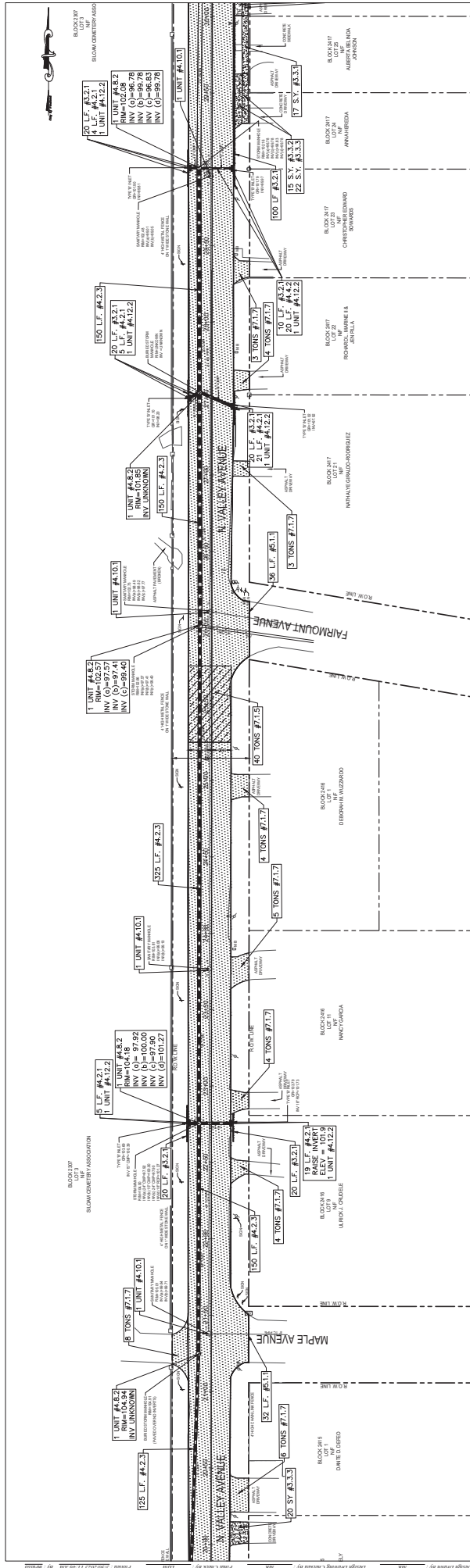
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1. BASE SURVEY, PREPARED BY FRANKLIN ENGINEERING DATED 6/25/74.
2. UTILIZE BEST MANAGEMENT PRACTICES (SUCH AS INLET PROTECTION AND PERIODIC CLEAN OUT OF DEBRIS) TO PREVENT SEDIMENT AND EROSION FROM ENTERING THE STORMWATER COLLECTION SYSTEMS.
3. STANDARD NOT CONSTRUCT THE STORMWATER SLEETS AND ENVIRONMENTALLY SENSITIVE AREAS.
4. DEBRIS MUDOUT CONTAINING DETAILS SHEETS THERO TO GOVERN.
5. DETAIL RECONSTRUCTION MANUOL FOR CONVERSION WILL BE COMPLETED BY OTHERS.
6. ITEM #4-2 RECONSTRUCT MANUOL CONSISTS OF REPAIRING AND DEFECTS IN MANHOLE, PARKING THE INTERIOR WALLS ENTIRELY, AND FINISH GRADE BRICK AND UNTO FINISHED GRADE SEE GRADING PLAN FOR PROPOSED GRADES.

ITEM	DESCRIPTION	UNIT	QUANTITY
2.2.1	EXCAVATIONS, TEST PIT	S.Y.	9
2.2.2	EXCAVATIONS, REINFORCED, 6" THICK	S.Y.	400
2.2.3	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK	S.Y.	40
2.2.4	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK, 10' DEPTH	S.Y.	10
2.2.5	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK, 10' DEPTH	S.Y.	95
2.2.6	CONSTRUCT MANHOLES	UNIT	1
4.0.1	RESET CASTINGS	UNIT	3
4.0.2	RESET CASTINGS	UNIT	3
5.1.1	SMALLER DITCHES	S.Y.	95
5.1.2	SMALLER DITCHES	S.Y.	95
5.1.3	SMALLER DITCHES	S.Y.	95
5.1.4	SMALLER DITCHES	S.Y.	95
5.1.5	SMALLER DITCHES	S.Y.	95
5.1.6	SMALLER DITCHES	S.Y.	95
5.1.7	SMALLER DITCHES	S.Y.	95
5.1.8	SMALLER DITCHES	S.Y.	95
5.1.9	SMALLER DITCHES	S.Y.	95
5.1.10	SMALLER DITCHES	S.Y.	95
5.1.11	SMALLER DITCHES	S.Y.	95
5.1.12	SMALLER DITCHES	S.Y.	95
5.1.13	SMALLER DITCHES	S.Y.	95
5.1.14	SMALLER DITCHES	S.Y.	95
5.1.15	SMALLER DITCHES	S.Y.	95
5.1.16	SMALLER DITCHES	S.Y.	95
5.1.17	SMALLER DITCHES	S.Y.	95
5.1.18	SMALLER DITCHES	S.Y.	95
5.1.19	SMALLER DITCHES	S.Y.	95
5.1.20	SMALLER DITCHES	S.Y.	95
5.1.21	SMALLER DITCHES	S.Y.	95
5.1.22	SMALLER DITCHES	S.Y.	95
5.1.23	SMALLER DITCHES	S.Y.	95
5.1.24	SMALLER DITCHES	S.Y.	95
5.1.25	SMALLER DITCHES	S.Y.	95
5.1.26	SMALLER DITCHES	S.Y.	95
5.1.27	SMALLER DITCHES	S.Y.	95
5.1.28	SMALLER DITCHES	S.Y.	95
5.1.29	SMALLER DITCHES	S.Y.	95
5.1.30	SMALLER DITCHES	S.Y.	95
5.1.31	SMALLER DITCHES	S.Y.	95
5.1.32	SMALLER DITCHES	S.Y.	95
5.1.33	SMALLER DITCHES	S.Y.	95
5.1.34	SMALLER DITCHES	S.Y.	95
5.1.35	SMALLER DITCHES	S.Y.	95
5.1.36	SMALLER DITCHES	S.Y.	95
5.1.37	SMALLER DITCHES	S.Y.	95
5.1.38	SMALLER DITCHES	S.Y.	95
5.1.39	SMALLER DITCHES	S.Y.	95
5.1.40	SMALLER DITCHES	S.Y.	95
5.1.41	SMALLER DITCHES	S.Y.	95
5.1.42	SMALLER DITCHES	S.Y.	95
5.1.43	SMALLER DITCHES	S.Y.	95
5.1.44	SMALLER DITCHES	S.Y.	95
5.1.45	SMALLER DITCHES	S.Y.	95
5.1.46	SMALLER DITCHES	S.Y.	95
5.1.47	SMALLER DITCHES	S.Y.	95
5.1.48	SMALLER DITCHES	S.Y.	95
5.1.49	SMALLER DITCHES	S.Y.	95
5.1.50	SMALLER DITCHES	S.Y.	95
5.1.51	SMALLER DITCHES	S.Y.	95
5.1.52	SMALLER DITCHES	S.Y.	95
5.1.53	SMALLER DITCHES	S.Y.	95
5.1.54	SMALLER DITCHES	S.Y.	95
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5.1.56	SMALLER DITCHES	S.Y.	95
5.1.57	SMALLER DITCHES	S.Y.	95
5.1.58	SMALLER DITCHES	S.Y.	95
5.1.59	SMALLER DITCHES	S.Y.	95
5.1.60	SMALLER DITCHES	S.Y.	95
5.1.61	SMALLER DITCHES	S.Y.	95
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5.1.66	SMALLER DITCHES	S.Y.	95
5.1.67	SMALLER DITCHES	S.Y.	95
5.1.68	SMALLER DITCHES	S.Y.	95
5.1.69	SMALLER DITCHES	S.Y.	95
5.1.70	SMALLER DITCHES	S.Y.	95
5.1.71	SMALLER DITCHES	S.Y.	95
5.1.72	SMALLER DITCHES	S.Y.	95
5.1.73	SMALLER DITCHES	S.Y.	95
5.1.74	SMALLER DITCHES	S.Y.	95
5.1.75	SMALLER DITCHES	S.Y.	95
5.1.76	SMALLER DITCHES	S.Y.	95
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5.1.79	SMALLER DITCHES	S.Y.	95
5.1.80	SMALLER DITCHES	S.Y.	95
5.1.81	SMALLER DITCHES	S.Y.	95
5.1.82	SMALLER DITCHES	S.Y.	95
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5.1.294	SMALLER DITCHES	S.Y.	95
5.1.295	SMALLER DITCHES	S.Y.	95
5.1.296	SMALLER DITCHES	S.Y.	95
5.1.297	SMALLER DITCHES	S.Y.	95
5.1.298	SMALLER DITCHES	S.Y.	95
5.1.299	SMALLER DITCHES	S.Y.	95
5.1.300	SMALLER DITCHES	S.Y.	95
5.1.301	SMALLER DITCHES	S.Y.	95
5.1.302	SMALLER DITCHES	S.Y.	95
5.1.303	SMALLER DITCHES	S.Y.	

[illegible]




[illegible]

NOTES:

1. BASE SURVEY PREPARED BY TRAILINGER ENGINEERING DATED 6/25/74.
2. AND PERIODIC CLEAN OUT OF DEBRIS) TO PREVENT SEDIMENT AND DEBRIS FROM ENTERING THE STORMWATER INLETS AND ENVIRONMENTALLY SENSITIVE AREAS.
3. STANDARD NAUT CONSTRUCTION DETAILS SHEETS PERTO TO COVER.
4. NEETING FRAME AND LID TO FINISHED GRADE. SEE GRADING PLAN FOR PROPOSED GRADES.

[illegible][illegible]

HORIZONTAL SCALE



( IN FEET )  
1 inch = 30 ft.

**LEGEND**

EXTENSIVE PROPERTY LINE

EXISTING STORM

EXISTING MANHOLE

EXISTING ALLY

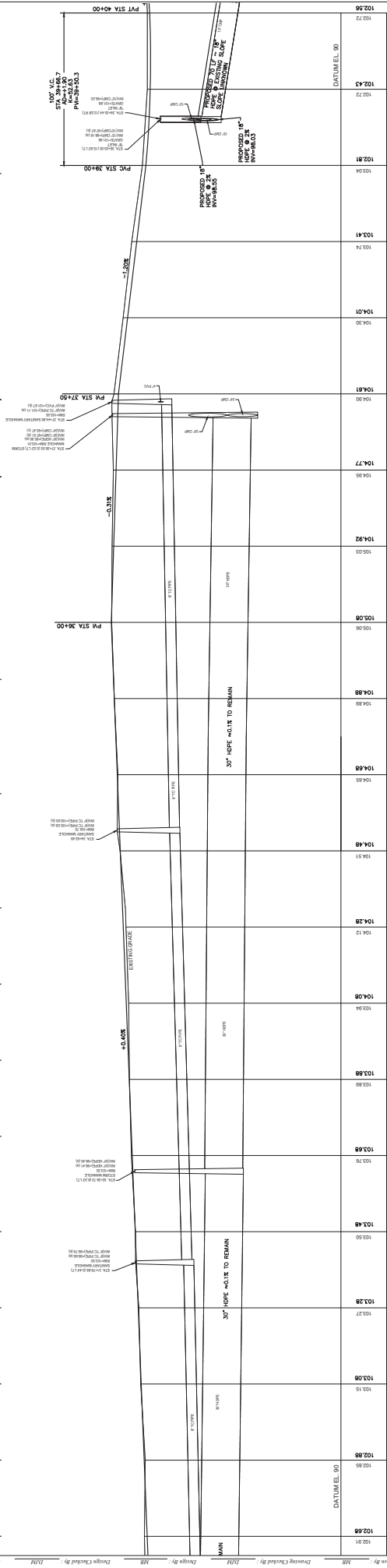
PROPOSED STORM

PROPOSED ASPHALT

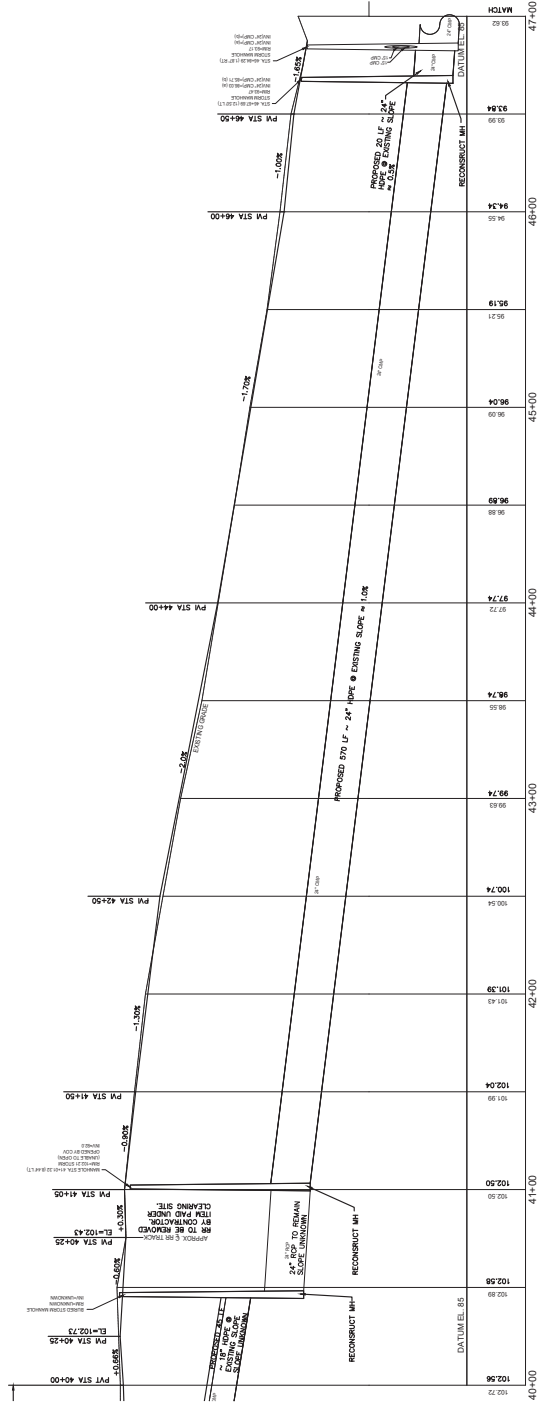
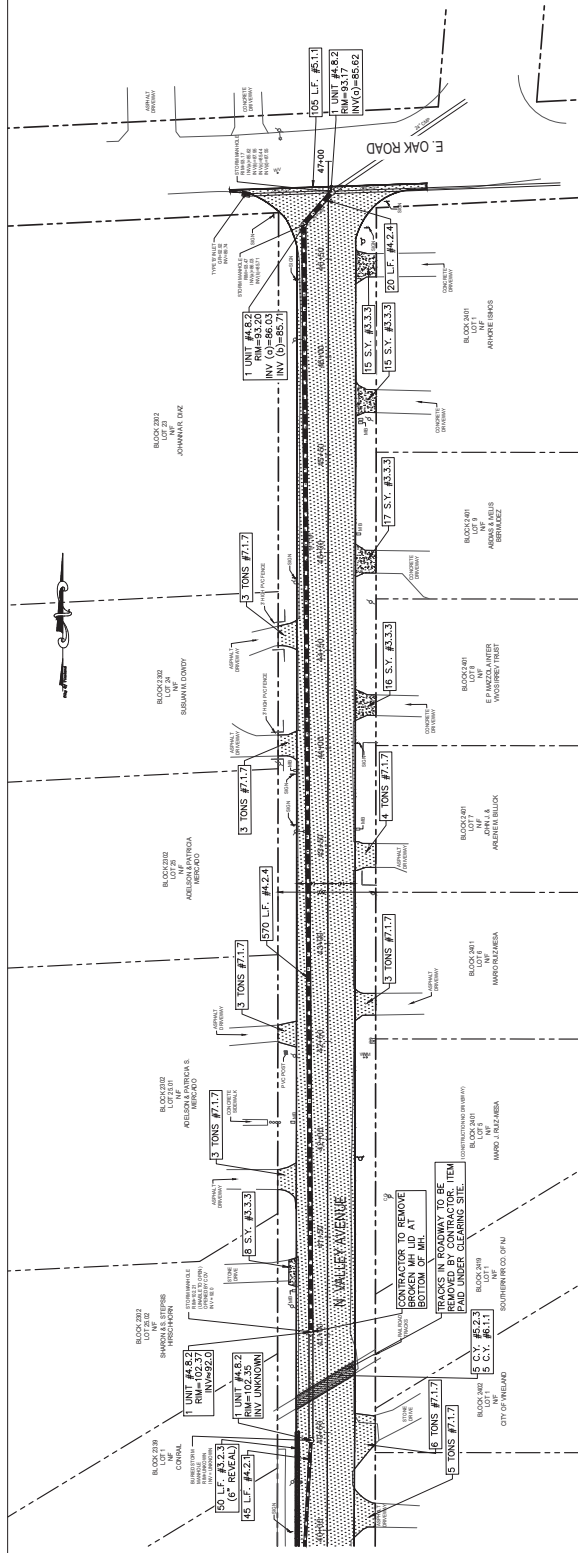
PROPOSED CONCRETE

PROPOSED FERTILIZING/SEEDING













Drawn: K:\PROJECTS\2023\2-019-N\_Vally Ave Remodelling\DISK\NOR\JUNINGS\1-019-N\_VALLY PLAN SHEETS.dwg Date: 3/24/2023 1:29 PM Saved By: nman Plotted: 3/24/2023 11:29 AM



ITEM	DESCRIPTION	UNIT	QUANTITY
1.0	1.0 EXCAVATION	100	100
2.0	2.0 EXCAVATION	100	100
3.0	3.0 EXCAVATION	100	100
4.0	4.0 EXCAVATION	100	100
5.0	5.0 EXCAVATION	100	100
6.0	6.0 EXCAVATION	100	100
7.0	7.0 EXCAVATION	100	100
8.0	8.0 EXCAVATION	100	100
9.0	9.0 EXCAVATION	100	100
10.0	10.0 EXCAVATION	100	100
11.0	11.0 EXCAVATION	100	100
12.0	12.0 EXCAVATION	100	100
13.0	13.0 EXCAVATION	100	100
14.0	14.0 EXCAVATION	100	100
15.0	15.0 EXCAVATION	100	100
16.0	16.0 EXCAVATION	100	100
17.0	17.0 EXCAVATION	100	100
18.0	18.0 EXCAVATION	100	100
19.0	19.0 EXCAVATION	100	100
20.0	20.0 EXCAVATION	100	100
21.0	21.0 EXCAVATION	100	100
22.0	22.0 EXCAVATION	100	100
23.0	23.0 EXCAVATION	100	100
24.0	24.0 EXCAVATION	100	100
25.0	25.0 EXCAVATION	100	100
26.0	26.0 EXCAVATION	100	100
27.0	27.0 EXCAVATION	100	100
28.0	28.0 EXCAVATION	100	100
29.0	29.0 EXCAVATION	100	100
30.0	30.0 EXCAVATION	100	100
31.0	31.0 EXCAVATION	100	100
32.0	32.0 EXCAVATION	100	100
33.0	33.0 EXCAVATION	100	100
34.0	34.0 EXCAVATION	100	100
35.0	35.0 EXCAVATION	100	100
36.0	36.0 EXCAVATION	100	100
37.0	37.0 EXCAVATION	100	100
38.0	38.0 EXCAVATION	100	100
39.0	39.0 EXCAVATION	100	100
40.0	40.0 EXCAVATION	100	100
41.0	41.0 EXCAVATION	100	100
42.0	42.0 EXCAVATION	100	100
43.0	43.0 EXCAVATION	100	100
44.0	44.0 EXCAVATION	100	100
45.0	45.0 EXCAVATION	100	100
46.0	46.0 EXCAVATION	100	100
47.0	47.0 EXCAVATION	100	100
48.0	48.0 EXCAVATION	100	100
49.0	49.0 EXCAVATION	100	100
50.0	50.0 EXCAVATION	100	100
51.0	51.0 EXCAVATION	100	100
52.0	52.0 EXCAVATION	100	100
53.0	53.0 EXCAVATION	100	100
54.0	54.0 EXCAVATION	100	100
55.0	55.0 EXCAVATION	100	100
56.0	56.0 EXCAVATION	100	100
57.0	57.0 EXCAVATION	100	100
58.0	58.0 EXCAVATION	100	100
59.0	59.0 EXCAVATION	100	100
60.0	60.0 EXCAVATION	100	100
61.0	61.0 EXCAVATION	100	100
62.0	62.0 EXCAVATION	100	100
63.0	63.0 EXCAVATION	100	100
64.0	64.0 EXCAVATION	100	100
65.0	65.0 EXCAVATION	100	100
66.0	66.0 EXCAVATION	100	100
67.0	67.0 EXCAVATION	100	100
68.0	68.0 EXCAVATION	100	100
69.0	69.0 EXCAVATION	100	100
70.0	70.0 EXCAVATION	100	100
71.0	71.0 EXCAVATION	100	100
72.0	72.0 EXCAVATION	100	100
73.0	73.0 EXCAVATION	100	100
74.0	74.0 EXCAVATION	100	100
75.0	75.0 EXCAVATION	100	100
76.0	76.0 EXCAVATION	100	100
77.0	77.0 EXCAVATION	100	100
78.0	78.0 EXCAVATION	100	100
79.0	79.0 EXCAVATION	100	100
80.0	80.0 EXCAVATION	100	100
81.0	81.0 EXCAVATION	100	100
82.0	82.0 EXCAVATION	100	100
83.0	83.0 EXCAVATION	100	100
84.0	84.0 EXCAVATION	100	100
85.0	85.0 EXCAVATION	100	100
86.0	86.0 EXCAVATION	100	100
87.0	87.0 EXCAVATION	100	100
88.0	88.0 EXCAVATION	100	100
89.0	89.0 EXCAVATION	100	100
90.0	90.0 EXCAVATION	100	100
91.0	91.0 EXCAVATION	100	100
92.0	92.0 EXCAVATION	100	100
93.0	93.0 EXCAVATION	100	100
94.0	94.0 EXCAVATION	100	100
95.0	95.0 EXCAVATION	100	100
96.0	96.0 EXCAVATION	100	100
97.0	97.0 EXCAVATION	100	100
98.0	98.0 EXCAVATION	100	100
99.0	99.0 EXCAVATION	100	100
100.0	100.0 EXCAVATION	100	100

**LEGEND**

	EXISTING PROPERTY LINE
	EXISTING STONE
	EXISTING MANHOLE
	EXISTING ALF EXISTING
	PROPOSED STONE
	PROPOSED ASPHALT
	PROPOSED CHOKLE
	PROPOSED FERTILIZER/SEEDING

RESURFACING OF N. VALLEY AVENUE  
STATION 40+00 TO 47+00

**CITY OF VINELAND**  
 OFFICE OF THE CITY ENGINEER  
 1000 N. 1ST STREET  
 VINELAND, NEW JERSEY 08359

STATES OF NEW JERSEY  
 DATE: 3/25/21

**COUNTY OF CAMBERLAND**  
 1000 N. 1ST STREET  
 FREESE, NJ 08049

DT: 03/26/21 09:40:00

**DATED 3/25/21**

DT: 03/26/21 09:40:00

**DIGITALLY SIGNED BY: David J. Maillet**

DT: 2025.06.02 10:39:11 04700

**DATED 3/25/21**

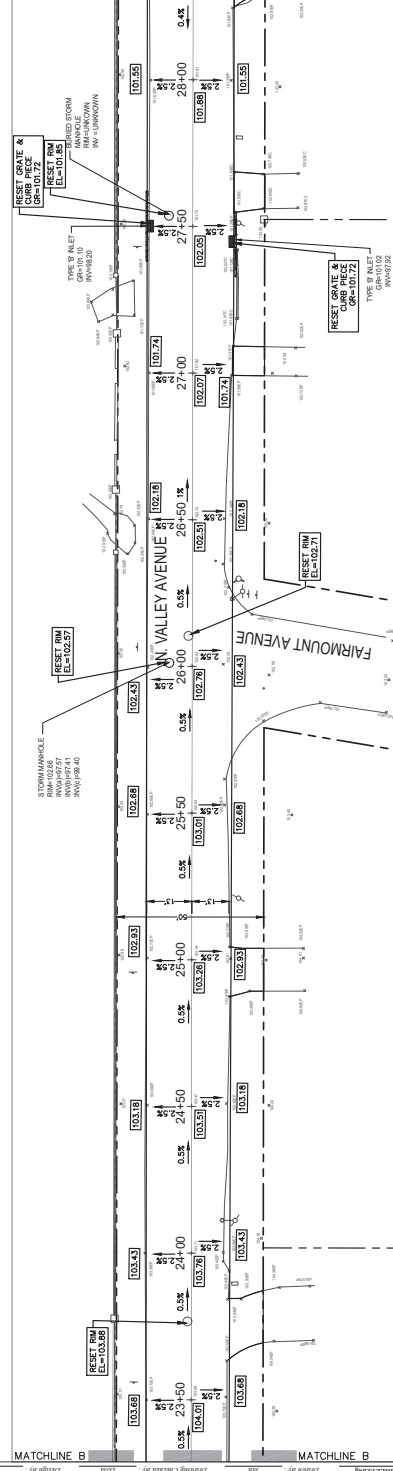
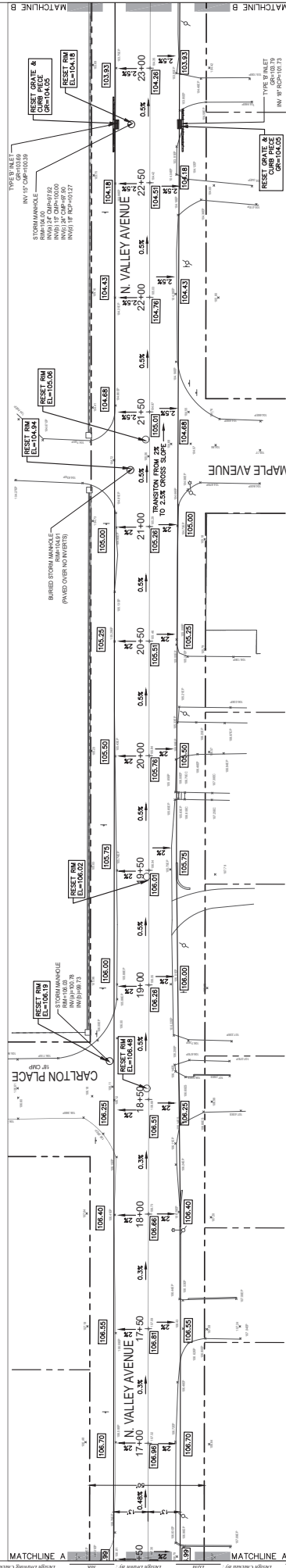
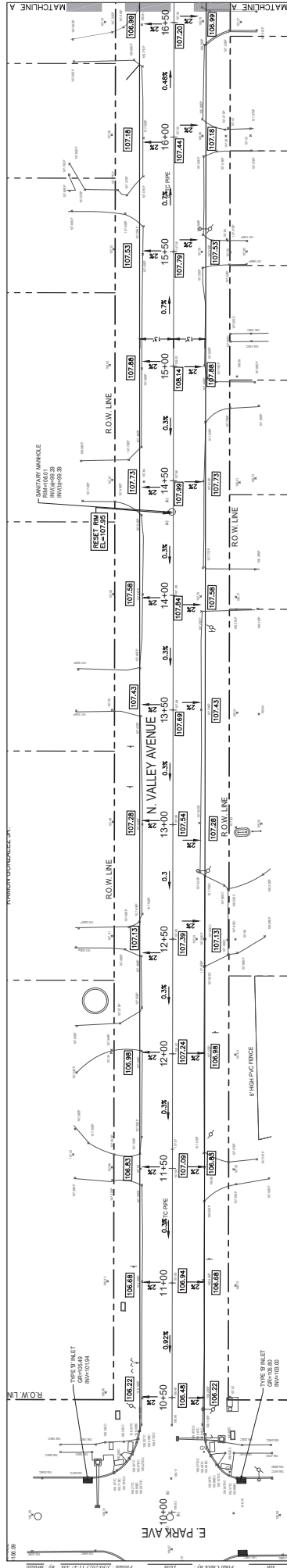
DT: 03/26/21 09:40:00

**DIGITALLY SIGNED BY: David J. Maillet**

DT: 2025.06.02 10:39:11 04700

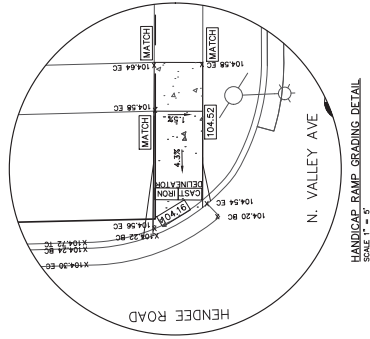
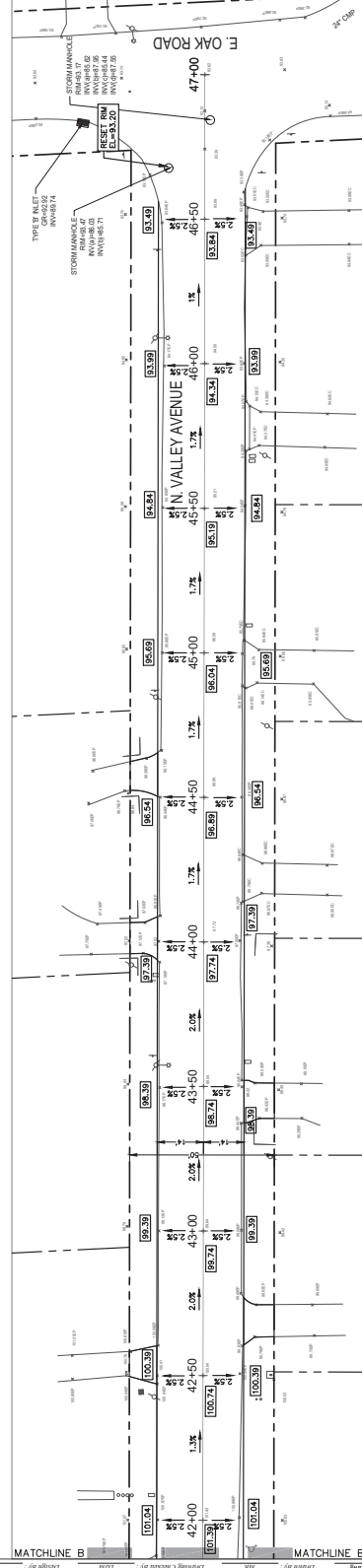
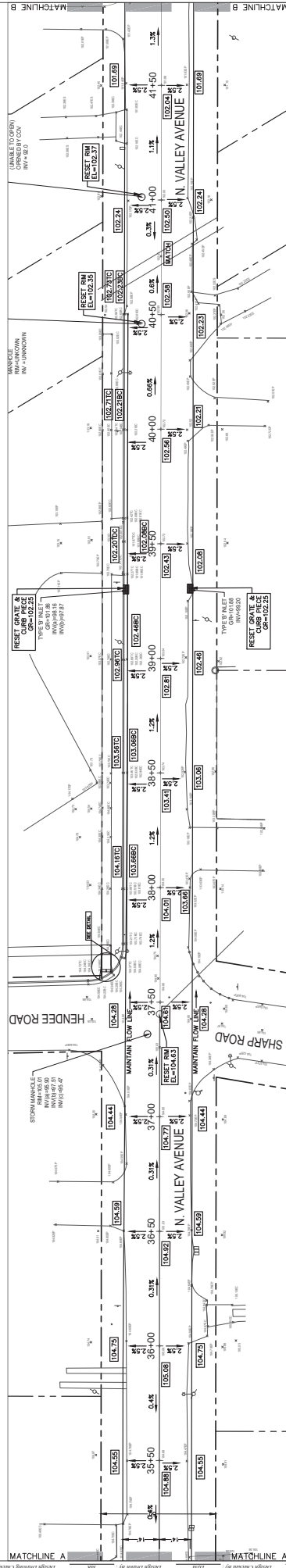
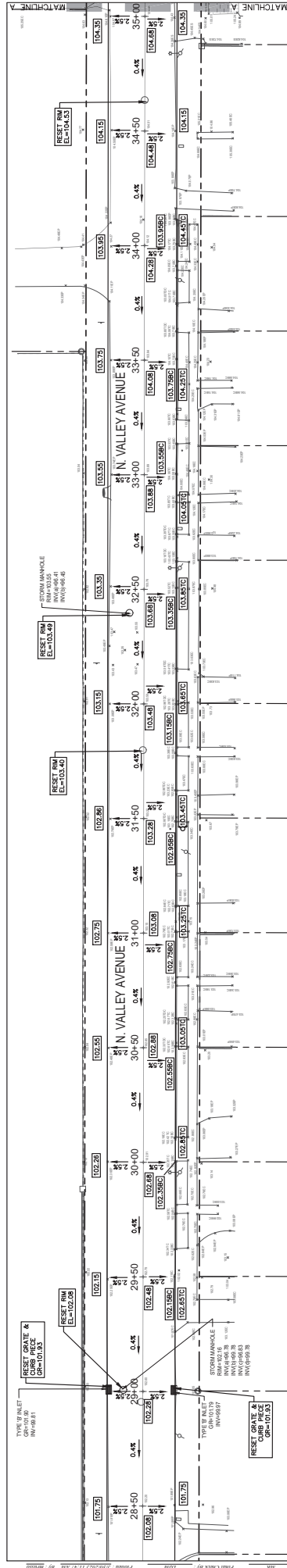
 $\frac{11}{6}$ 

NOTES:	ITEM	D	ITEM	D
1. BASE	3.2.3	6'	3.2.3	6'
2. UTIL	3.3.3	CC	3.3.3	CC
DEBR	4.2.1	18'	4.2.1	18'
3. STAN	4.2.4	2'	4.2.4	2'
4. ITEM	4.8.2	RS	4.8.2	RS
RESE	5.1.1	S	5.1.1	S
	5.2.3	R	5.2.3	R
	5.5.3	M	5.5.3	M
	6.1.1	D	6.1.1	D
	7.1.1	H	7.1.1	H



NOTES:  
1. BASE SURVEY PREPARED BY FRALINGER ENGINEERING DATED 6/25/24.

[illegible]



**RESURFACING OF N. VALLEY AVENUE**  
**STATION 28+50 TO 27+400**

STATE OF NEW JERSEY  
 DATE: 5/28/21

**CITY OF VINELAND**  
**GRADING PLAN**

Digitally signed by David J. Malin  
 DN: cn=David J. Malin, o=City of Vineland, ou=City of Vineland, email=David.J.Malin@vinelandnj.gov, c=US

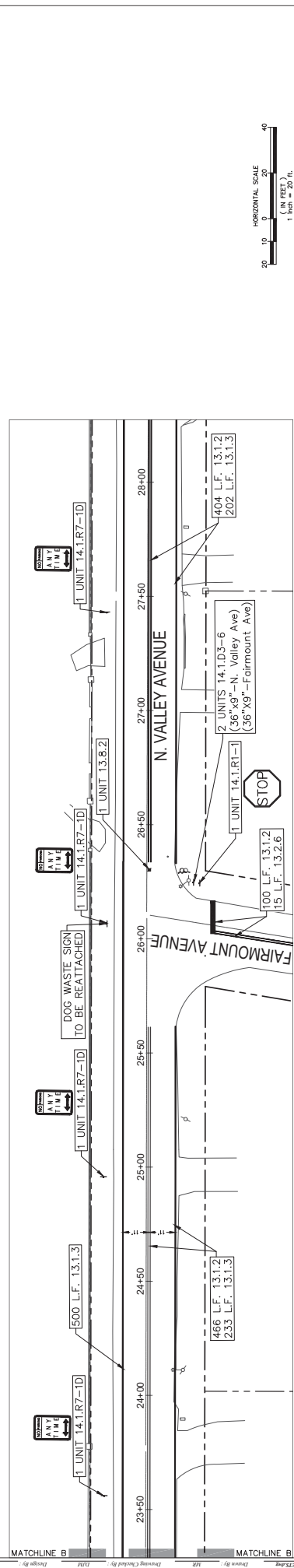
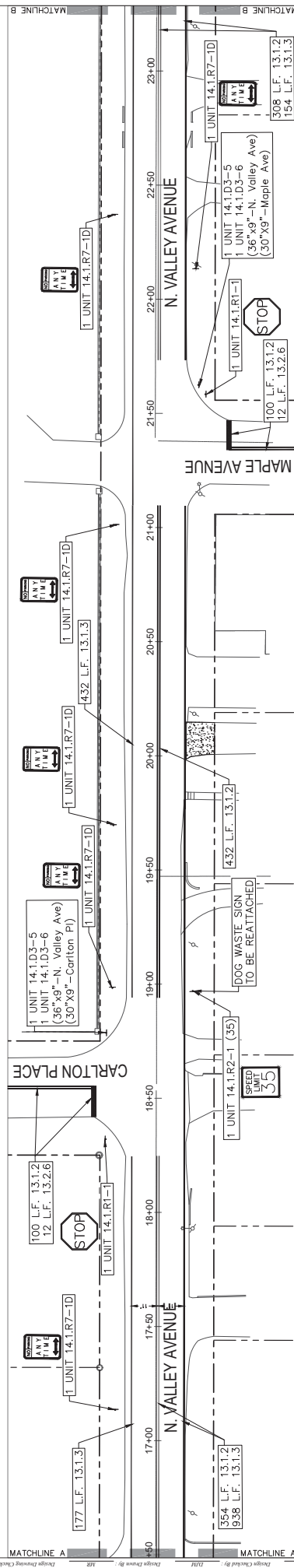
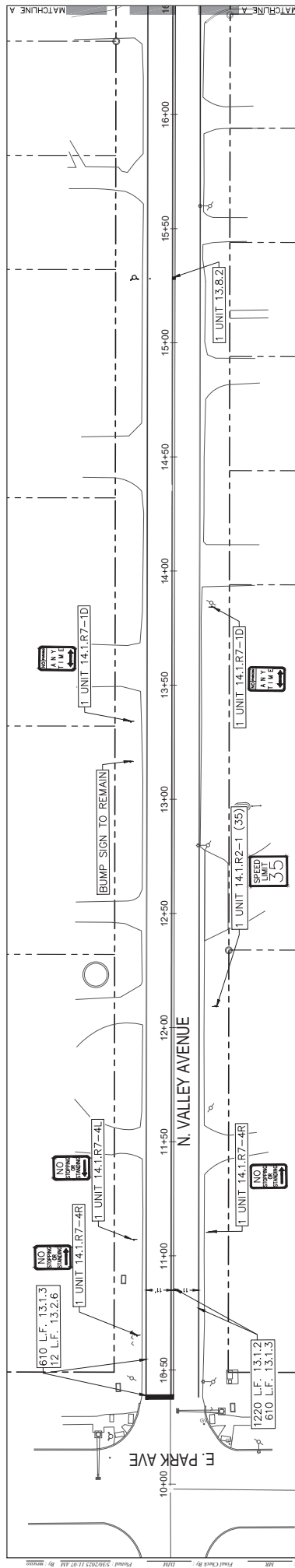
COUNTY OF CAMDEN  
 PLAT: P-20  
 DATE: 5/28/21

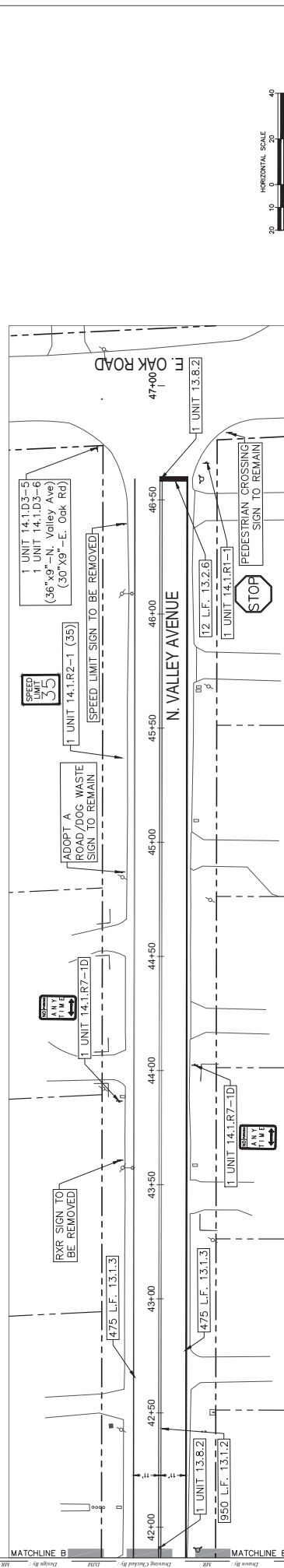
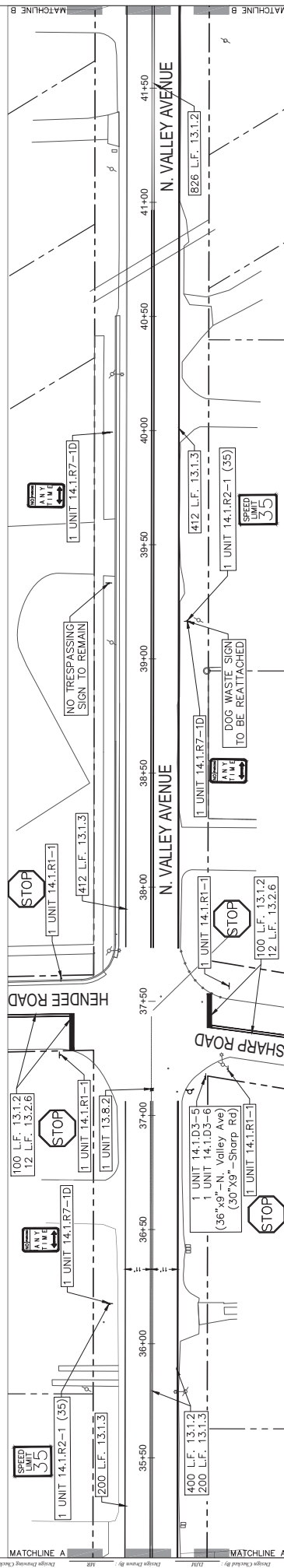
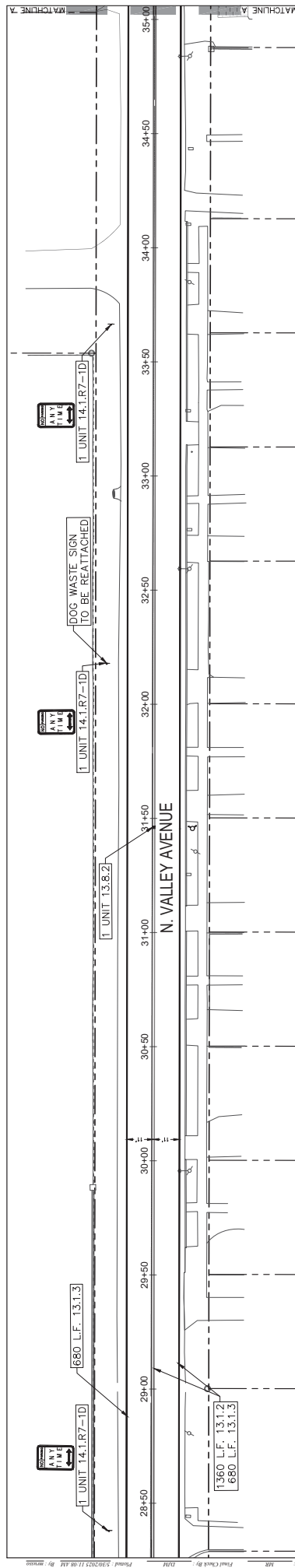
1:400  
 1 inch = 20 ft.

DATE: 5/28/21  
 BY: David J. Malin

1:400  
 1 inch = 20 ft.



[illegible]

[illegible]



**USE THESE  
DOCUMENTS  
WHEN  
SUBMITTING  
YOUR ORIGINAL  
BID**



**PLEASE PRINT (LEGIBLY) OR TYPE**

Accompanying this proposal is a certified check in the amount of \$\_\_\_\_\_, a cashier's check in the amount of \$\_\_\_\_\_, or a bid bond in the amount of \$\_\_\_\_\_, payable to the City of Vineland which is to be forfeited as liquidated damages, if in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as require.

WITNESS\_\_\_\_\_

The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.  
\_\_\_\_\_

\_\_\_\_\_  
(Contact Person Who Prepared Proposal)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Federal I.D. Number)

\_\_\_\_\_  
(Email address)

COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

\_\_\_\_\_

TELEPHONE\_\_\_\_\_

BY\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name-please print or type)

\_\_\_\_\_  
(Title)

DATE\_\_\_\_\_

Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.

\_\_\_\_\_  
(Fax Number)

---

**PROPOSAL**  
**RESURFACING OF VALLEY AVENUE PARK AVENUE TO OAK ROAD**

**COV BID 2025-26 DUE: 8-19-25**

To the Purchasing Agent  
of the City of Vineland

The undersigned bidder declares he/she has read the NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS and SPECIFICATIONS attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, and contract awarded, to complete the following:

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL AMOUNT</u></b>
1.1.1	CONSTRUCTION SIGNS	SF	600	_____	_____
1.1.2	TRAFFIC CONES	UNIT	50	_____	_____
1.1.3	TRAFFIC DRUMS	UNIT	12	_____	_____
1.1.5	TRAFFIC DIRECTOR, FLAGGER	HR	240	<b><u>\$90.08</u></b>	<b><u>\$21,619.20</u></b>
2.1.1	CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT AMOUNT)	LS	1	_____	_____
2.2.1	EXCAVATIONS, TEST PIT	CY	15	_____	_____
3.2.1	6"x18" CONCRETE VERTICAL CURB	LF	655	_____	_____
3.2.3	6" CONCRETE CURB AND GUTTER, MONOLITHIC	LF	265	_____	_____
3.3.1	CONCRETE SIDEWALK, 4" THICK	SY	213	_____	_____
3.3.2	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY	73	_____	_____
3.3.3	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK	SY	274	_____	_____
3.4.1	PUBLIC SIDEWALK CURB RAMP DELINEATIONS (CAST IRON TRUNCATED DOME CASTINGS)	SF	8	_____	_____
4.2.1	18" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, <7' DEPTH	LF	195	_____	_____
4.2.3	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, <7' DEPTH	LF	1,031	_____	_____
4.2.4	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, ≥7' DEPTH	LF	590	_____	_____

4.4.2	12" DIA. DUCTILE IRON CULVERT PIPE	LF	20		
4.6.15	INLET, TYPE C, (<10' DEPTH)	UNIT	1		
4.8.2	RECONSTRUCT MANHOLES	UNIT	10		
4.10.1	RESET CASTINGS	UNIT	12		
4.11.1	RESET VALVE BOXES	UNIT	11		
4.12.2	REPLACE INLET CASTINGS, GRATES & CURB PIECES, TYPE B	UNIT	7		
5.1.1	SAWCUTTING (HMA)	LF	329		
5.2.3	ROADWAY EXCAVATION, UNCLASSIFIED, (IF AND WHERE)	CY	300		
5.5.3	MILLING OF HMA, 6" AVERAGE DEPTH	SY	12,000		
6.1.1	DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE), IF AND WHERE	CY	300		
7.1.1	HOT MIX ASPHALT 19M64 BASE COURSE, 2" THICK	TON	1,500		
7.1.4	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	1,500		
7.1.5	HOT MIX ASPHALT 9.5M64 LEVELING COURSE, VARIABLE THICKNESS	TON	40		
7.1.7	HOT MIX ASPHALT 9.5M64 SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON	168		
7.6.1	ASPHALT PRICE ADJUSTMENT	DOLLAR	10,000	\$1.00	\$10,000.00
7.6.2	FUEL PRICE ADJUSTMENT	DOLLAR	5,000	\$1.00	\$5,000.00
8.1.1	TOPSOILING, 4" THICK	SY	250		
8.2.2	HYDROSEEDING	SY	250		
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF	7,220		
13.1.3	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 6" WHITE	LF	7,390		
13.2.6	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	LF	87		

13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	UNIT	6	_____	_____
14.1.R1-1	SIGN, POST MOUNTED, STOP, 36"x36"	UNIT	8	_____	_____
14.1.R2-1(35)	SIGN, POST MOUNTED, SPEED LIMIT (35), 24"x30"	UNIT	5	_____	_____
14.1.R7-1D	SIGN, POST MOUNTED, NO PARKING AT ANY TIME (DOUBLE ARROW), 12"x18"	UNIT	20	_____	_____
14.1.R7-4L	SIGN, POST MOUNTED, NO STOPPING OR STANDING (LEFT ARROW), 12"x18"	UNIT	1	_____	_____
14.1.R7-4R	SIGN, POST MOUNTED, NO STOPPING OR STANDING (RIGHT ARROW), 12"x18"	UNIT	2	_____	_____
14.1.D3-5	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 30"x9"	UNIT	4	_____	_____
14.1.D3-6	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 36"x9"	UNIT	6	_____	_____

**TOTAL AMOUNT BID:** \_\_\_\_\_

**IN WORDS:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

## **BID CHECKLIST**

**Failure by the bidder to submit with their bid all of the MANDATORY  
Items that are check below shall be cause for rejection of bid.**

### **RESURFACING OF N. VALLEY AVENUE COV BID # 2025-26**

**DATE (8-19-25)**

	<b><u>REQUIRED WITH BID</u></b>	<b><u>INITIAL &amp; SUBMIT</u></b>
1. Bid Guarantee <b>(IN DUPLICATE)</b> (a bid bond is not a consent of surety)	<u>  X  </u>	<u>          </u>
2. Certificate or Consent of Surety Form <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
3. Statement of Ownership Disclosure <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
4. EEO/Affirmative Action Compliance Notice <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
5. Check List <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
6. Proposal <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
7. Acknowledgement of Receipt of Addenda <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
8. List of Subcontractors per NJSA 40A:11-16, if any, If none, state so. <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>

**The items that are checked below shall be submitted no later than the time period indicated.**

<b><u>Required as Conditioned</u></b>	<b><u>Item</u></b>	<b><u>Read, Initialed Shall Submit</u></b>
<u>  X  </u>	Performance Bond (Due with the executed contract)	<u>          </u>
<u>  X  </u>	Labor and Material Payment Bond (Due with the executed contract)	<u>          </u>

**(continued on next page)**

<u>  X  </u>	Maintenance Bond (Due with the executed contract)	_____
<u>  X  </u>	Public Works Contractor Registration Certificate(s) for the General or Prime Contractor and any Subcontractor submitted in the bid proposal with a date effective at the time the proposal is submitted (Due prior to contract award)	_____
<u>  X  </u>	New Jersey Business Registration Certificate (Due prior to contract award)	_____
<u>  X  </u>	Disclosure of Investment Activities in Iran (Due prior to contract award)	_____
<u>  X  </u>	Certificate(s) of Insurance as specified In the Bid Document (Due with executed contract)	_____
<u>  X  </u>	Certification of Non-Debarment for Federal Contracts. (Due prior to contract award)	_____
<u>  X  </u>	Certification of Regarding Debarment Suspension. (Due prior to contract award)	-----

**The items that are checked below are to be reviewed by the bidders.**

<b><u>Review Required</u></b>	<b><u>Item</u></b>	<b><u>Read &amp; Initialed</u></b>
<u>  X  </u>	Americans with Disabilities Act Language	_____
<u>  X  </u>	General Instructions	_____
<u>  X  </u>	Technical Specifications	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR BID. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE BID PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS BID AND TO SUBMIT WITH THEIR BID ALL REQUIRED DOCUMENTATION.

### **SIGNATURE**

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(NAME – PLEASE PRINT OR TYPE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

## STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

### Part I:

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

### Part II:

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

**OR**

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

**OR**

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FAILURE BY THE BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION  
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

**CITY OF VINELAND**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ No addenda received.

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Please type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



City of Vineland - Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN  
IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND  
PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW  
JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment  
Activities  
Relationship to Vendor/ Bidder  
Description of Activities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement  
Anticipated Cessation Date

\_\_\_\_\_  
\_\_\_\_\_

*\*Attach Additional Sheets If  
Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Vineland is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (Print) and Title

**CITY OF VINELAND**  
**LIST OF SUBCONTRACTORS**  
**(as required by NJSA40A:11-16)**  
**COV BID # 2025-26**  
**August 19, 2025**

The following subcontractors are to be used on this project in the four (4) specialty trade categories noted below: These subcontractors must be registered with the Department of Labor's Division of Wage and Hour Compliance (Public Works Contractor Registration) at the time proposals are received.

**NOTE:** If the project's scope of work does not involve any of the specialty trade categories below, please write the word **"NONE"** in each appropriate space(s).

If the project's scope of work does involve any of the specialty trade categories below, but will be done "in-house" by the General Contractor or a qualified, licensed employee(s), where required, or by such other employee(s) on the contractor's payroll, write the word **"IN-HOUSE"** and provide the names(s) and license number(s), where required, or the name(s) of those employees(s) in each of the appropriate spaces below:

**DO NOT LEAVE ANY SPACE BLANK**

**1. PLUMBING AND GAS FITTING AND ALL KINDRED WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

License Number: \_\_\_\_\_

**2. STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS AND ALL KINDRED WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**3. ELECTRICAL WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

BY: \_\_\_\_\_

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

NAME: \_\_\_\_\_

(PLEASE PRINT)

DATE: \_\_\_\_\_

**THE ABOVE NAMED SUBCONTRACTORS MUST BE REGISTERED WITH THE DEPARTMENT OF LABOR'S DIVISION OF WAGE AND HOUR COMPLIANCE (PUBLIC WORKS CONTRACTORS REGISTRATION) AT THE TIME PROPOSALS ARE RECEIVED.**

**BUSINESS REGISTRATION CERTIFICATES MUST BE SUBMITTED, FOR ANY OF THE COMPANIES/INDIVIDUALS LISTED ABOVE AS ONE OF THE FOUR PRIME SUB-CONTRACTORS.**

**CERTIFICATION REGARDING THE DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
(Your Title) (Name of your Organization)

\_\_\_\_\_  
(Address of your Organization)

**CHOOSE ONE OF THE FOLLOWING**

( ) A. I hereby certify on behalf of \_\_\_\_\_  
(Name of your Organization)

that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.

( ) B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

Subscribed and sworn to  
Before me this day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed or Printed Name and Title)

My Commission expires \_\_\_\_\_  
(Month, Day, Year)

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**  
**N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)**

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

<b>PART I: VENDOR INFORMATION</b>	
<b>Individual or Organization Name</b>	
<b>Physical Address of Individual or Organization</b>	
<b>Unique Entity ID (if applicable)</b>	
<b>CAGE/NCAGE Code (if applicable)</b>	
<b>Check the box that represents the type of business organization:</b>	

- ☐ Sole Proprietorship (skip Parts III and IV)    ☐ Non-Profit Corporation (skip Parts III and IV)  
☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)    ☐ Partnership  
           ☐ Limited Partnership                      ☐ Limited Liability Partnership (LLP)  
☐ Other (be specific): \_\_\_\_\_

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>City of Vineland</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>City of Vineland of Vineland</i> to notify the <i>City of Vineland</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>City of Vineland</i>, permitting the <i>City of Vineland</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Physical Address</b>	

**OR**

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Physical Address</b>	

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--



**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of < >. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **City of Vineland** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **City of Vineland** to notify the **City of Vineland** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **City of Vineland**, permitting the **City of Vineland** to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities****Section A**

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

**Name of Business Entity****Physical Address****\*\*Add additional sheets if necessary\*\*****OR**

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
**Add additional Sheets if necessary**			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C-- Part IV Certification			
<p>I hereby certify that the <b>Organization</b> listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>City of Vineland</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>City of Vineland</b> to notify the <b>City of Vineland</b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>City of Vineland</b>, permitting the <b>City of Vineland</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**SAMPLE FORM OF BID BOND**

A. We, the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), lawful money of the United States for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the \_\_\_\_\_

a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a contract in writing for the (insert type of work)

C. NOW THEREFORE:

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extensions of the time within the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_(L.S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
BY

NOTE: Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

**SURETY FORM**

*The City of Vineland has provided this certificate of surety for submission to a bidder's insurance/bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the City can process claims against a performance bond or language that states the surety is conditional depending on contract terms, will not be accepted. (Contract terms will be as outlined in the bid specifications)*

To:

Purchasing Board  
City of Vineland  
640 E. Wood Street  
Vineland, NJ 08360

\_\_\_\_\_  
**NAME OF INSURANCE/BONDING COMPANY**

being duly qualified to transact business in the State of New Jersey, hereby certifies and agrees that if:

\_\_\_\_\_  
**CONTRACTOR NAME**

Is the successful bidder for \_\_\_\_\_

\_\_\_\_\_ it as surety, will provide

the bidder with the bond or bonds as are called for in the bid specifications.

Signed and Sealed \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**NAME OF INSURANCE/BONDING COMPANY**

\_\_\_\_\_  
*Printed name of Attorney-in-Fact*

\_\_\_\_\_  
*Signature of Attorney-in-Fact*

**POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT MUST BE ATTACHED TO  
CONSENT OF SURETY AND CORPORATE SEAL OF THE SURETY COMPANY MUST BE  
AFFIXED TO SURETY FORM**

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR  
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR  
COMPANY SUBMITTING THE BID**

**INSURANCE/BONDING COMPANY TO PROVIDE THE FOLLOWING:**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

**USE THESE  
DOCUMENTS  
WHEN SUBMITTING  
YOUR  
DUPLICATE BID**

**PLEASE PRINT (LEGIBLY) OR TYPE**

Accompanying this proposal is a certified check in the amount of \$\_\_\_\_\_, a cashier's check in the amount of \$\_\_\_\_\_, or a bid bond in the amount of \$\_\_\_\_\_, payable to the City of Vineland which is to be forfeited as liquidated damages, if in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as require.

WITNESS\_\_\_\_\_

The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.  
\_\_\_\_\_

\_\_\_\_\_  
(Contact Person Who Prepared Proposal)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Federal I.D. Number)

\_\_\_\_\_  
(Email address)

COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

\_\_\_\_\_

TELEPHONE\_\_\_\_\_

BY\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name-please print or type)

\_\_\_\_\_  
(Title)

DATE\_\_\_\_\_

Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.

\_\_\_\_\_  
(Fax Number)

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**PROPOSAL**  
**RESURFACING OF VALLEY AVENUE PARK AVENUE TO OAK ROAD**

**COV BID 2025-26 DUE: 8-19-25**

To the Purchasing Agent  
of the City of Vineland

The undersigned bidder declares he/she has read the NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS and SPECIFICATIONS attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, and contract awarded, to complete the following:

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL AMOUNT</u></b>
1.1.1	CONSTRUCTION SIGNS	SF	600	_____	_____
1.1.2	TRAFFIC CONES	UNIT	50	_____	_____
1.1.3	TRAFFIC DRUMS	UNIT	12	_____	_____
1.1.5	TRAFFIC DIRECTOR, FLAGGER	HR	240	<b><u>\$90.08</u></b>	<b><u>\$21,619.20</u></b>
2.1.1	CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT AMOUNT)	LS	1	_____	_____
2.2.1	EXCAVATIONS, TEST PIT	CY	15	_____	_____
3.2.1	6"x18" CONCRETE VERTICAL CURB	LF	655	_____	_____
3.2.3	6" CONCRETE CURB AND GUTTER, MONOLITHIC	LF	265	_____	_____
3.3.1	CONCRETE SIDEWALK, 4" THICK	SY	213	_____	_____
3.3.2	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY	73	_____	_____
3.3.3	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK	SY	274	_____	_____
3.4.1	PUBLIC SIDEWALK CURB RAMP DELINEATIONS (CAST IRON TRUNCATED DOME CASTINGS)	SF	8	_____	_____
4.2.1	18" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, <7' DEPTH	LF	195	_____	_____
4.2.3	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, <7' DEPTH	LF	1,031	_____	_____
4.2.4	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, ≥7' DEPTH	LF	590	_____	_____

4.4.2	12" DIA. DUCTILE IRON CULVERT PIPE	LF	20		
4.6.15	INLET, TYPE C, (<10' DEPTH)	UNIT	1		
4.8.2	RECONSTRUCT MANHOLES	UNIT	10		
4.10.1	RESET CASTINGS	UNIT	12		
4.11.1	RESET VALVE BOXES	UNIT	11		
4.12.2	REPLACE INLET CASTINGS, GRATES & CURB PIECES, TYPE B	UNIT	7		
5.1.1	SAWCUTTING (HMA)	LF	329		
5.2.3	ROADWAY EXCAVATION, UNCLASSIFIED, (IF AND WHERE)	CY	300		
5.5.3	MILLING OF HMA, 6" AVERAGE DEPTH	SY	12,000		
6.1.1	DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE), IF AND WHERE	CY	300		
7.1.1	HOT MIX ASPHALT 19M64 BASE COURSE, 2" THICK	TON	1,500		
7.1.4	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	1,500		
7.1.5	HOT MIX ASPHALT 9.5M64 LEVELING COURSE, VARIABLE THICKNESS	TON	40		
7.1.7	HOT MIX ASPHALT 9.5M64 SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON	168		
7.6.1	ASPHALT PRICE ADJUSTMENT	DOLLAR	10,000	\$1.00	\$10,000.00
7.6.2	FUEL PRICE ADJUSTMENT	DOLLAR	5,000	\$1.00	\$5,000.00
8.1.1	TOPSOILING, 4" THICK	SY	250		
8.2.2	HYDROSEEDING	SY	250		
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF	7,220		
13.1.3	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 6" WHITE	LF	7,390		
13.2.6	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	LF	87		



13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	UNIT	6	_____	_____
14.1.R1-1	SIGN, POST MOUNTED, STOP, 36"x36"	UNIT	8	_____	_____
14.1.R2-1(35)	SIGN, POST MOUNTED, SPEED LIMIT (35), 24"x30"	UNIT	5	_____	_____
14.1.R7-1D	SIGN, POST MOUNTED, NO PARKING AT ANY TIME (DOUBLE ARROW), 12"x18"	UNIT	20	_____	_____
14.1.R7-4L	SIGN, POST MOUNTED, NO STOPPING OR STANDING (LEFT ARROW), 12"x18"	UNIT	1	_____	_____
14.1.R7-4R	SIGN, POST MOUNTED, NO STOPPING OR STANDING (RIGHT ARROW), 12"x18"	UNIT	2	_____	_____
14.1.D3-5	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 30"x9"	UNIT	4	_____	_____
14.1.D3-6	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 36"x9"	UNIT	6	_____	_____

**TOTAL AMOUNT BID:** \_\_\_\_\_

**IN WORDS:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

## **BID CHECKLIST**

**Failure by the bidder to submit with their bid all of the MANDATORY  
Items that are check below shall be cause for rejection of bid.**

### **RESURFACING OF N. VALLEY AVENUE COV BID # 2025-26**

**DATE (8-19-25)**

	<b><u>REQUIRED WITH BID</u></b>	<b><u>INITIAL &amp; SUBMIT</u></b>
1. Bid Guarantee <b>(IN DUPLICATE)</b> (a bid bond is not a consent of surety)	<u>  X  </u>	<u>          </u>
2. Certificate or Consent of Surety Form <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
3. Statement of Ownership Disclosure <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
4. EEO/Affirmative Action Compliance Notice <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
5. Check List <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
6. Proposal <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
7. Acknowledgement of Receipt of Addenda <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>
8. List of Subcontractors per NJSA 40A:11-16, if any, If none, state so. <b>(IN DUPLICATE)</b>	<u>  X  </u>	<u>          </u>

**The items that are checked below shall be submitted no later than the time period indicated.**

<b><u>Required as Conditioned</u></b>	<b><u>Item</u></b>	<b><u>Read, Initialed Shall Submit</u></b>
<u>  X  </u>	Performance Bond (Due with the executed contract)	<u>          </u>
<u>  X  </u>	Labor and Material Payment Bond (Due with the executed contract)	<u>          </u>

**(continued on next page)**

<u>  X  </u>	Maintenance Bond (Due with the executed contract)	_____
<u>  X  </u>	Public Works Contractor Registration Certificate(s) for the General or Prime Contractor and any Subcontractor submitted in the bid proposal with a date effective at the time the proposal is submitted (Due prior to contract award)	_____
<u>  X  </u>	New Jersey Business Registration Certificate (Due prior to contract award)	_____
<u>  X  </u>	Disclosure of Investment Activities in Iran (Due prior to contract award)	_____
<u>  X  </u>	Certificate(s) of Insurance as specified In the Bid Document (Due with executed contract)	_____
<u>  X  </u>	Certification of Non-Debarment for Federal Contracts. (Due prior to contract award)	_____
<u>  X  </u>	Certification of Regarding Debarment Suspension. (Due prior to contract award)	-----

**The items that are checked below are to be reviewed by the bidders.**

<b><u>Review Required</u></b>	<b><u>Item</u></b>	<b><u>Read &amp; Initialed</u></b>
<u>  X  </u>	Americans with Disabilities Act Language	_____
<u>  X  </u>	General Instructions	_____
<u>  X  </u>	Technical Specifications	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR BID. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE BID PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS BID AND TO SUBMIT WITH THEIR BID ALL REQUIRED DOCUMENTATION.

### **SIGNATURE**

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(NAME – PLEASE PRINT OR TYPE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

## STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

### Part I:

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

### Part II:

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

**OR**

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

**OR**

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FAILURE BY THE BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION  
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

**CITY OF VINELAND**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ No addenda received.

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Please type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_





City of Vineland - Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN  
IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND  
PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW  
JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment  
Activities  
Relationship to Vendor/ Bidder  
Description of Activities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement  
Anticipated Cessation Date

\_\_\_\_\_  
\_\_\_\_\_

*\*Attach Additional Sheets If  
Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Vineland is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (Print) and Title



**CITY OF VINELAND**  
**LIST OF SUBCONTRACTORS**  
**(as required by NJSA40A:11-16)**  
**COV BID # 2025-26**  
**August 19, 2025**

The following subcontractors are to be used on this project in the four (4) specialty trade categories noted below: These subcontractors must be registered with the Department of Labor's Division of Wage and Hour Compliance (Public Works Contractor Registration) at the time proposals are received.

**NOTE:** If the project's scope of work does not involve any of the specialty trade categories below, please write the word **"NONE"** in each appropriate space(s).

If the project's scope of work does involve any of the specialty trade categories below, but will be done "in-house" by the General Contractor or a qualified, licensed employee(s), where required, or by such other employee(s) on the contractor's payroll, write the word **"IN-HOUSE"** and provide the names(s) and license number(s), where required, or the name(s) of those employees(s) in each of the appropriate spaces below:

**DO NOT LEAVE ANY SPACE BLANK**

**1. PLUMBING AND GAS FITTING AND ALL KINDRED WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

License Number: \_\_\_\_\_

**2. STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS AND ALL KINDRED WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**3. ELECTRICAL WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

BY: \_\_\_\_\_

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

NAME: \_\_\_\_\_

(PLEASE PRINT)

DATE: \_\_\_\_\_

**THE ABOVE NAMED SUBCONTRACTORS MUST BE REGISTERED WITH THE DEPARTMENT OF LABOR'S DIVISION OF WAGE AND HOUR COMPLIANCE (PUBLIC WORKS CONTRACTORS REGISTRATION) AT THE TIME PROPOSALS ARE RECEIVED.**

**BUSINESS REGISTRATION CERTIFICATES MUST BE SUBMITTED, FOR ANY OF THE COMPANIES/INDIVIDUALS LISTED ABOVE AS ONE OF THE FOUR PRIME SUB-CONTRACTORS.**

**CERTIFICATION REGARDING THE DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
(Your Title) (Name of your Organization)

\_\_\_\_\_  
(Address of your Organization)

**CHOOSE ONE OF THE FOLLOWING**

( ) A. I hereby certify on behalf of \_\_\_\_\_  
(Name of your Organization)

that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.

( ) B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

Subscribed and sworn to  
Before me this day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed or Printed Name and Title)

My Commission expires \_\_\_\_\_  
(Month, Day, Year)

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

**N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)**

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

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

☐ Limited Partnership

☐ Limited Liability Partnership (LLP)

☐ Other (be specific): \_\_\_\_\_

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>City of Vineland</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>City of Vineland of Vineland</i> to notify the <i>City of Vineland</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>City of Vineland</i>, permitting the <i>City of Vineland</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Physical Address</b>	

**OR**

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Physical Address</b>	

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of < >. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the *City of Vineland* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award *City of Vineland* to notify the *City of Vineland* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the *City of Vineland*, permitting the *City of Vineland* to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities****Section A**

Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.

**Name of Business Entity****Physical Address****\*\*Add additional sheets if necessary\*\*****OR**

The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
**Add additional Sheets if necessary**			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the <b>Organization</b> listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>City of Vineland</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>City of Vineland</b> to notify the <b>City of Vineland</b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>City of Vineland</b>, permitting the <b>City of Vineland</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

## SAMPLE FORM OF BID BOND

A. We, the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_), lawful money of the United States for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the \_\_\_\_\_

a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a contract in writing for the (insert type of work)

C. NOW THEREFORE:

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extensions of the time within the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_(L.S.)

PRINCIPAL

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
BY

NOTE: Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.



**SURETY FORM**

*The City of Vineland has provided this certificate of surety for submission to a bidder's insurance/bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the City can process claims against a performance bond or language that states the surety is conditional depending on contract terms, will not be accepted. (Contract terms will be as outlined in the bid specifications)*

To:

Purchasing Board  
City of Vineland  
640 E. Wood Street  
Vineland, NJ 08360

\_\_\_\_\_  
**NAME OF INSURANCE/BONDING COMPANY**

being duly qualified to transact business in the State of New Jersey, hereby certifies and agrees that if:

\_\_\_\_\_  
**CONTRACTOR NAME**

Is the successful bidder for \_\_\_\_\_

\_\_\_\_\_ it as surety, will provide

the bidder with the bond or bonds as are called for in the bid specifications.

Signed and Sealed \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**NAME OF INSURANCE/BONDING COMPANY**

\_\_\_\_\_  
*Printed name of Attorney-in-Fact*

\_\_\_\_\_  
*Signature of Attorney-in-Fact*

**POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT MUST BE ATTACHED TO  
CONSENT OF SURETY AND CORPORATE SEAL OF THE SURETY COMPANY MUST BE  
AFFIXED TO SURETY FORM**

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR  
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR  
COMPANY SUBMITTING THE BID**

**INSURANCE/BONDING COMPANY TO PROVIDE THE FOLLOWING:**

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_