



Dennis Levinson
County Executive

Bidder's Name: _____
(PRINTED)

Address _____
(STREET)

Address _____
(STREET)

Address _____
(CITY, STATE, ZIP CODE)

County of Atlantic

Department of Regional Planning & Development

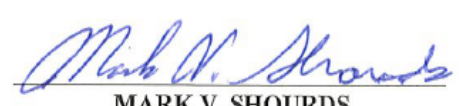
FOR THE RESURFACING OF
THIRD STREET (CR 724) SECTION 1A & 1B
IN THE TOWN OF HAMMONTON
[HIGHWAY ROUTE SEGMENT CODE(S) 724M0101 to 724M0102]
NJDOT JOB NO.: 5513319

APPROVED BY COUNTY EXECUTIVE: _____


DENNIS LEVINSON

6-9-20
DATE

RECOMMENDED FOR APPROVAL
BY THE COUNTY ENGINEER:


MARK V. SHOURDS

6-9-20
DATE

NOTICE TO BIDDERS

Public notice is hereby given that **SEALED BIDS** will be received by the Purchasing Agent of the County of Atlantic, New Jersey at 11:00 am prevailing time, on **October 14, 2020** in the Conference Room; 3rd Floor, 1333 Atlantic Avenue, New Jersey for:

BID 202047.1 **FOR THE RESURFACING OF THIRD STREET (CR 724) SECTION 1A & 1B IN THE TOWN OF HAMMONTON [HIGHWAY ROUTE SEGMENT CODE(S) 724M0101 to 724M0102]**
NJDOT JOB NO.: 5513319
SBE Goal is 8%
(Bid Security and Consent of Surety Required)

Specifications, drawings and other Contract Documents may be obtained online at the following web address www.atlanticcountybids.org

Any questions concerning this specification must be directed in writing to the Office of Budget & Purchasing, email purchasing@aclink.org or fax (609) 343-2193.

Bidders are required to comply with requirements of NJSA 10:5-31 et seq. and N.J.A.C. 17:27.

Every bidder must abide by the New Jersey Prevailing Wage Act, NJSA 34:11-56.27 et seq.

By order of the County Executive of the County of Atlantic

Palma Conover, QPA
Division of Budget & Purchasing
County of Atlantic, New Jersey

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THIRD STREET (CR 724) SECTION 1A & 1B
IN THE TOWN OF HAMMONTON
[HIGHWAY ROUTE SEGMENT CODE(S) 724M0101 to 724M0102]
NJDOT JOB NO.: 5513319**

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BID DOCUMENTS:

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THESE FORMS MUST BE COMPLETED AND SIGNED OR BID WILL BE REJECTED:

Sample Bid Bond.....	BB.....	1
Sample Consent of Surety.....	CS.....	1
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THE FOLLOWING ITEMS MUST ALSO BE SUBMITTED WITH BID.

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WAGE DETERMINATIONS:

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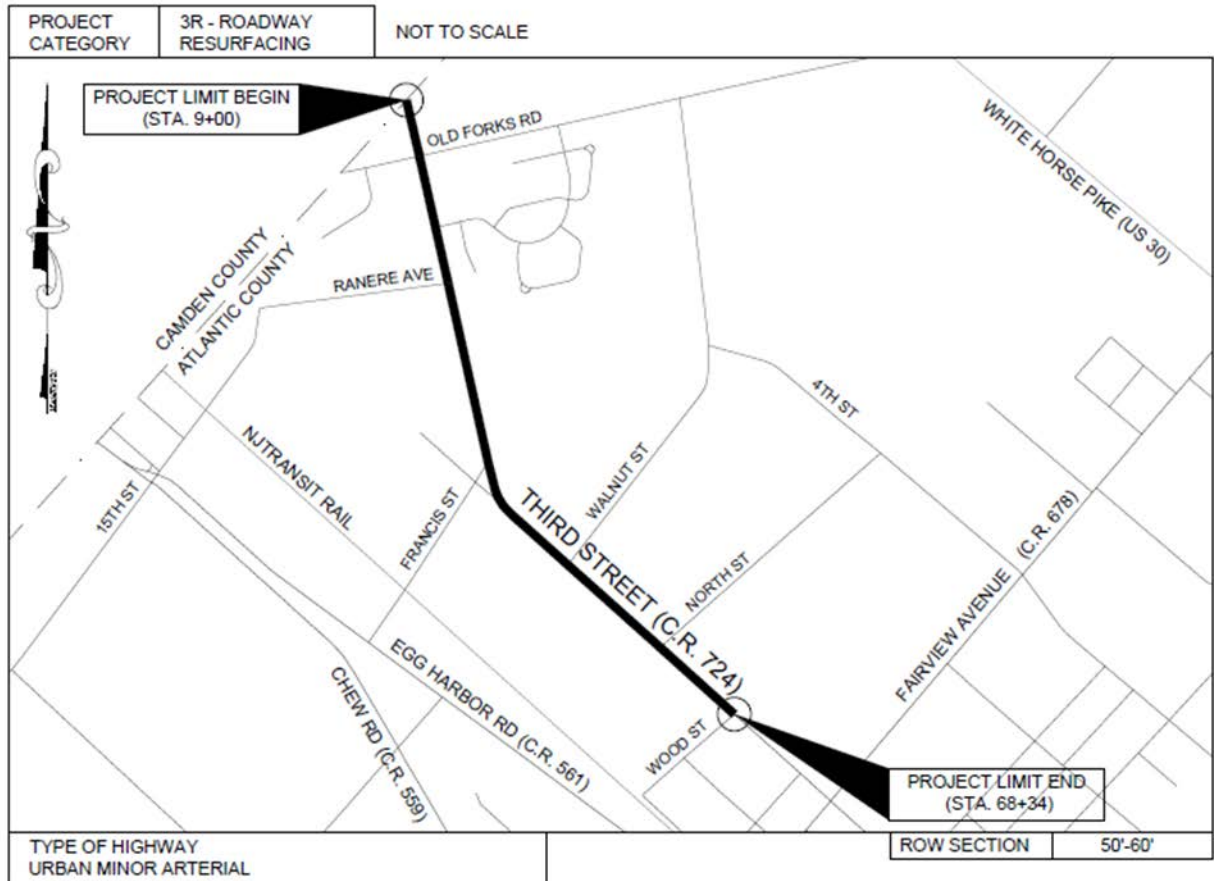
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PROJECT LOCATION MAP

**FOR THE RESURFACING OF
THIRD STREET (CR 724) SECTION 1A & 1B
IN THE TOWN OF HAMMONTON
(724M0101 to 724M0102)**

NJDOT JOB NO.:5513319

LENGTH OF PROJECT =5,934 LINEAR FEET (1.12 MILES)



PROJECT LOCATION MAP

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I. INVITATION TO BID

Sealed bids will be received by the Purchasing Agent of the County of Atlantic, New Jersey, in the Conference Center, 3rd Floor, 1333 Atlantic Avenue, Atlantic City, NJ 08401, at the time and date as specified in Section II, paragraph 1 below, at which time and place the bids shall be publicly opened and read aloud for the following:

FOR THE RESURFACING OF THIRD STREET (CR724) SECTION 1A&1B, IN THE TOWN OF HAMMONTON, COUNTY OF ATLANTIC, NEW JERSEY

To be performed in accordance with all of the terms, conditions, specifications and requirements set forth herein (referred to collectively as the “Work”).

II. INSTRUCTIONS TO BIDDERS

1. Delivery of BIDS; Deadline for Submission of BIDS

Bid shall be submitted in a clearly marked sealed envelope, plainly marked on the outside as follows: Bidder's Name and Address, Bid Category and/or Project Name, and due date, in accordance with all of the requirements set forth herein.

All bids shall be delivered at time and date as stated on NOTICE TO BIDDERS to:

Atlantic County Division of Budget and Purchasing
Attn: Palma Conover, QPA
Atlantic City, New Jersey 08401

2. Late or Erroneous Bid Delivery

Late bids (i.e., any bid not delivered at the time, date and location specified above) shall be rejected. The County shall not be responsible for late courier delivery or late postal delivery, nor shall postmark dates or overnight dates be considered in honoring bids. The County shall not be responsible for Bidders hand-delivering bids which arrive late or to the wrong location.

3. Use of County Forms

Bids shall be received only on the bidding forms attached to this specification, or a true copy thereof. Bidders shall not alter the forms or use different forms. Failure to use the County's forms or true copies thereof shall be grounds for rejection of the bid.

4. Required Bid Documents; Signatures

Bidders shall submit required documents to the County as specified by these Instructions and as required by law. Documents listed below in Section A, REQUIRE original signatures at the time of the Bidder's submission of its bid to the County and MUST be submitted with the bid. Failure to submit original signatures on the documents listed in Section A below shall result in rejection of such bid.

Documents listed in Section B below are also required, Items listed in Section B may be submitted as copies at the time of the Bid Submission, provided that originals of these documents are submitted to the County by the Bidder recommended for a Contract award WITHIN FIVE (5) BUSINESS DAYS after the date that the County issues Notice of a Recommendation of the award to the Bidder.

A. DOCUMENTS REQUIRED AT THE TIME OF SUBMISSION OF THE BID WITH ORIGINAL SIGNATURES IN INK. NOTE: FACSIMILE, COPY OR RUBBER STAMP SIGNATURES WILL NOT BE ACCEPTED AND SHALL BE CAUSE FOR AN AUTOMATIC BID REJECTION.

1. Proposal Form
2. Bid Security (Check or Bid Bond with Agent and Bidder Signatures)
3. Consent of Surety (Agent and Bidder Signatures)
4. Disclosure Statement
5. Acknowledgement of Receipt of Addenda
6. Investment Activities in Iran Certification
7. Debarment List Certification (P.L. 2019, c. 406, N.J.S.A. 52:32-44.1)

B. ORIGINAL SIGNATURES ARE NOT REQUIRED AT THE TIME OF SUBMISSION OF THE VENDOR'S BID PROPOSAL. The County will accept copies of the following documents with the Bid Submission, provided that these documents shall be submitted with original signatures within 5 days after the County's issuance of a notice of award

1. Non-Collusion Affidavit;
2. Affirmative Action Information

C. Additional Information Regarding Certain Mandatory Bid Documents

Without limiting the Bidder's responsibility to complete and submit any other form, certification or other document with its bid, take note of the following required forms:

i. Investment Activities in Iran. All Bidders shall complete and submit with the bid the attached Investment Activities in Iran affidavit. Pursuant to N.J.S.A. 52, 32-55, et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification with their bid, in the form provided, to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

ii. Federal Debarment Certification. The attached Federal Debarment Certification must be executed and submitted, pursuant to P,L. 2019, c. 406, N.J.S.A. 52:32-44.1, prior to awarding any contract for public work. Each bidder must provide this written certification to the contracting agency that neither the bidder nor bidder's affiliates are debarred at the Federal level from contracting with a Federal governmental agency. See Section 4.B above.

D. BIDS WHICH FAIL TO INCLUDE ALL MANDATORY DOCUMENTS, COMPLETED IN ACCORDANCE WITH THESE INSTRUCTIONS AS REQUIRED BY LAW, SHALL BE REJECTED.

5. Incomplete Submissions

It shall be the responsibility of the bidder to submit bids that are responsive to all bid specifications and forms, including any updates, clarifications or addenda thereto that may be issued by the County prior to the bid submission due date either directly from the Division of Budget and Purchasing or the Atlantic County Bid Portal.

The County shall not be responsible for any erroneous pages or pages missing from the bid documents, if the bidder has obtained the documents from a source other than directly from the County Division of Budget and Purchasing or the Atlantic County Bid Portal, or if such forms are missing or altered due to bidder error, neglect or any other cause.

The County shall not be held responsible if a Bidder fails to receive any updates or addenda to this Bid, due to the failure of the Bidder to secure its bid documents directly from the County Division of Budget and Purchasing or the Atlantic County Bid Portal, or due to bidder error or neglect.

6. Addendums and Modifications of the Bid

The County reserves the right to issue Addendums, Modifications, Clarifications and Updates to this bid, and to add or remove materials, quantities, equipment, goods, services and divisions of Work, or parts thereof, or other components of the Work from the bid specifications or Contract Documents, as the County deems necessary to serve the County's needs and interests.

Bidders shall acknowledge receipt of any notice, modifications, revisions or addenda to the advertisement or to these bid documents that may be issued by the County in accordance with an acknowledgement form provided by the County

7. Sealed Bid Submissions - No Phone, Fax or Unauthorized Submissions

As this is a Sealed Bid Submission pursuant to N.J.S.A. 40A:11-1 et seq., Telephone, Facsimile (fax), Telegraph Bids or any other electronic mediums will not be accepted for publicly advertised bid requirements.

8. Pre-bid Meeting

The County reserves the right to schedule an optional pre-bid conference, and/or site visitation. It is recommended to attend, and the scheduled date, time, and location would be indicated in the Advertisement for Bid. Additional site visits, depending on time available, may be scheduled by contacting the Division of Budget & Purchasing with contact information noted in "Pre-Bid Inquires".

9. Pre-Bid Inquiries

In the event that a Bidder may have any questions regarding this Bid or the Work, all such questions should be submitted in writing to: purchasing@aclink.org or fax (609) 343-2193

Atlantic County Division of Budget and Purchasing
Attn: Palma Conover, QPA
1333 Atlantic Avenue, 6th Floor
Atlantic City, New Jersey 08401

Responses will be forwarded to all bidders who have obtained a bid package from the County Office of Budget and Purchasing or from the Atlantic County Bid Portal.

10. No Oral Instructions

Neither the County of Atlantic nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications. All inquiries shall be submitted and addressed by the County Purchasing Agent, as specified above.

11. Communications with County Staff

No bidder intending to submit a bid, nor any employee of any firm intending to submit a bid, shall contact any County employee for any reason either directly or indirectly related to this Bid except as specified above.

12. Purchasing Agent's Interpretations Are Binding

Should any difference arise between the bidders and the County as to the meaning or intent of these instructions or specifications, the County Purchasing Agent's decision shall be final and conclusive to the fullest extent permitted by law.

13. Bid Security

Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the County of Atlantic. See Exhibit A, sample Bid Bond. If a Bid Bond is submitted, it shall include a completed and current Power of Attorney, a current Certificate of Authority and a current Surety Financial Disclosure that comply with the laws and rules of New Jersey, issued by a firm authorized to transact such business in New Jersey.

All Bid Security, except the Bid Security of the three (3) apparent lowest responsible Bidders, shall be returned within ten (10) days after the opening of the bids and the bids of such Bidders shall be considered withdrawn. After the awarding and signing of the Contract and the approval of the Contractor's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned.

If the successful Bidder fails to execute and deliver the Agreement and furnish the required Performance Bond within ten (10) days of the Notice of Award, the check or bond of the successful bidder shall be forfeited and the County may annul the Notice of Award.

AIA Bid Bond forms are not acceptable. Failure to submit a bid guarantee as specified herein shall result in rejection of the bid.

14. Consent of Surety

In addition to the Bid Security, each bid must be accompanied by one (1) or more consent of surety statements, in a form similar to the Certificate attached as Exhibit B, of one (1) or more surety companies authorized by the State of New Jersey to issue Bonds in the State of New Jersey and acceptable to the County, unconditionally agreeing, in the event the Bidder is awarded the Contract, to furnish a performance bond(s) with material and payment guarantees pursuant to N.J.S.A. 2A:44-143 (Performance Bond). In the event the surety company or companies choose(s) to furnish its (their) own form of Certificate, the substituted form must be substantially in compliance with the form provided herein. The Consent of Surety shall include a completed and current Power of Attorney and a current Surety Financial Disclosure that comply with the laws and rules of New Jersey. A current Certificate of Authority shall also be provided.

AIA forms are not acceptable. Failure to provide these documents as specified herein with the bid proposal shall result in a rejection of the bid

15. Performance Bond

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 surety on such bond or bonds shall be a duly authorized surety company authorized to issue performance bonds in the State of New Jersey

If the Contractor is a partnership, the bond is to be signed by each of the individual partners; if a corporation, the bond is to be signed in the correct corporate name by a duly authorized officer, agent or attorney in fact. The executed bond shall be accompanied by:

1. An appropriate acknowledgment of the respective parties.
2. An appropriate certified copy of a power of attorney when the bond(s) is/are executed by the surety's agent, officer or other representative.
3. A certified extract from the by-laws or resolution of the surety under which power of attorney or other certificate of the agent, officer or representative was issued.
4. A Surety Disclosure Statement and Certification.

A Performance Security set forth on AIA forms is not acceptable. 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.

16. Bid Prices

Prices must be stated for all bid items, in numeric form, in accordance with the forms provided by the County. Bidders shall not alter the Bid format provided by the County.

Blank values, or responses which indicate that an item is not included, or subject to conditions or modifications not otherwise stated or permitted by this Bid shall be deemed non-conforming and shall be rejected.

Bid prices shall include all of the materials, goods, work and services to be delivered or performed by the Contractor to perform the Work and shall not be subject to additional charges or expenses unless such additional charges or expenses are explicitly authorized and approved in advance by the County, as set forth herein.

Each component of the bid, whether stated as a lump sum, a unit price, allowance or “as and where directed” quantity, shall include all related costs, including but not limited to profit and overhead associated with each such component of the bid.

All components of the Work assigned to the bidder under the Contract Documents shall be performed at no additional costs to the County and the Bidder shall not seek or impose additional costs or charges for any such component of the Work, unless such charges or costs are explicitly authorized by the Contract Documents.

17. Add and/or Deduct Alternates –

In the event that this Bid includes or is amended by the County to include Add and/or Deduct Alternates, all Bidders shall be required to respond to such Add and/or Deduct Alternates in their bid proposals, in accordance with the Proposal forms supplied by the County. Failure to do so shall result in rejection of your bid. Bidders shall not alter the Add and/or Deduct Alternate form provided by the County. Bidders shall fully complete and execute the form provided by the County in accordance with all instructions applicable to bid submissions as stated herein. The County reserves the right, in its sole judgment and discretion, to award or reject all Add and/or Deduct Alternates, or any combination thereof.

18. Multiple Bids Not Allowed

Each bidder shall submit no more than one bid. Submission of multiple bids by or on behalf of any individual, firm, partnership, corporation or association shall be cause for rejection of all of such multiple bids. Nothing herein shall preclude separate and distinct corporate entities from submitting bids when such entities are partially or wholly owned by a parent entity.

19. Alternative Bids Not Allowed

No Bidder shall be allowed to offer more than one price on each item, even though he/she may believe that he/she has two or more types or styles of goods, materials, services or combinations thereof that will meet the requirements of these specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one price on any item, the bidder’s bid for such alternatively priced items shall be rejected.

20. Fixed Pricing

Bid prices are to remain firm for a period of not less than sixty (60) days to allow the County to determine the lowest bid that shall most economically serve the intentions of this bid.

21. Bids Based Upon Specifications; Bid Deviations

It shall be presumed that all bids are based upon these specifications, unless the bidder explicitly states to the contrary in a letter format that shall be attached to the bidder's bid submission.

22. Bidders shall not type changes upon, or make any other alterations to bid specifications and forms.

All proposed deviations, alterations or other changes from the specifications proposed by the bidder shall be explained in detail in the Bidder's submission. At a minimum, the bidder shall describe the alternative(s) in a letter that shall be submitted with the bid, which shall be signed by the bidder and which shall explain the proposed deviations, alterations or other changes in detail and provide such additional data as necessary to verify that the proposed deviations, alterations or other changes will meet or exceed the requirements of this Bid. If the County determines, in its sole judgment, that the proposed deviation, change or alteration materially alters the requirements of this Bid to the disadvantage of the County, or is otherwise deemed by the County to be inconsistent with the County's requirements, including but not limited to requirements imposed by law, the County reserves the right to reject the Bid.

23. Brand Names or Equivalents

If and whenever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of materials, goods, processes or other components of goods and services that the County requires. The County of Atlantic does not wish to rule out other competition and equal brands or makes, and therefore, the phrase "or equivalent" is added wherever any specific brand name, make, name of any manufacturer, or trade name is stated hereinafter.

If a Bidder intends to use any material, equipment, process or other component of goods and services that is other than or a proposed alternative to that which is specified hereinafter. it is the Bidder's responsibility to name such alternative within the Bid and to provide information to the County that shall demonstrate that the proposed alternative is equivalent to that which has been specified, which shall include a certification that the proposed substitute performs the functions and achieves the results called for by the design, is similar and of equal substance to that specified, and is suited to the same use as that specified. In addition, the County may require:

- a. Details or catalogue cut sheets on the material properties of the substitute.
- b. A statement that the evaluation and approval of the proposed substitute will not hinder the Contractor's ability to complete the Contract as specified.
- c. A statement that the proposed substitute shall not change or modify the Contract's requirements and intent.
- d. A statement explaining the difference between the proposed substitute from that which has been specified along with advantages and disadvantages of the proposed alternative.
- e. The manufacturer's recommendations, maintenance requirements, and repair or replacement requirements for the substitute.

For any item approved as “or equal”, the Contractor shall be responsible for any and all costs associated with re-design, re-drawing, re-engineering and/or revisions to this contract or other contracts resulting from the use of the approved substitute.

When the use of more than one type of material or product is permitted, only one type shall be used throughout the Project.

The County shall be the sole judge concerning the merits of the Bidder’s proposed alternative, and reserves the right to reject such bids if, in the County’s sole judgment, the proposed alternative materially alters the requirements of this Bid to the disadvantage of the County, or is otherwise deemed by the County to be inconsistent with the County’s requirements, including but not limited to requirements imposed by law, the County reserves the right to reject the Bid.

24. Objections to Bid Specifications and Contract Documents

Any prospective bidder who wishes to challenge a bid specification or other component of the contract documents shall file such written challenge, objection, or alternative in writing with the County Purchase Agent, no less than three (3) business days prior to the opening of bids. Any such challenge, objection or alternative filed after that time shall be considered void and shall have no impact on the contracting unit or the award of a contract, in accordance with the provisions of N.J.S.A. 40A:11-13. It shall be presumed that the contract documents will consist exclusively of these Bid Documents, including plans, conditions, specifications and forms attached herewith. The County reserves the right to reject any and all proposed modifications, alterations or alternative Contract Documents which, in the County’s sole judgment, fail to conform with or is otherwise inconsistent with the terms conditions, and requirements set forth herein, to the fullest extent permitted by law.

25. Non-proprietary Equipment

All equipment purchased by the County of Atlantic shall be non-proprietary, unless Specified otherwise or unless non-proprietary equipment is not available.

26. FOB Prices

Prices quoted in all bids shall be delivered prices, F.O.B. destination, freight prepaid.

27. Price Adjustments

Bid prices shall not be subject to any increase during the life of the contract, unless an increase is specifically authorized by the Contract Documents. Should there be any reduction in the Bidder’s costs to procure goods, supplies, materials, labor or any other component of the Work as submitted in the Bid, the unit prices charged to the County will be reduced to reflect any such reduction in actual costs incurred by the Contractor for all such goods, supplies, materials, labor or any other component of the Work, to the extent that such reductions are specified or required by the Contract Documents.

28. Discounts

All price discounts (if any), shall be calculated as of the date of acceptance by the County of any such discounted goods, supplies, materials, labor or any other component of the Work, regardless of the date of delivery or invoice.

29. Irrevocable Bids

All bids are irrevocable by the subscriber, or his, their or its personal or legal representatives. Said Bid and award thereunder is made to the subscriber by the County of Atlantic and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.

30. Withdrawal of Bids Prior to Bid Opening

A written request for the withdrawal of a bid, or any party thereof, will be granted if the request is received by the County Purchasing Agent prior to the specified time of the bid opening.

31. Taxes

The County is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes. Contractor shall pay all sales, income, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the State of New Jersey and United States which are applicable to the Contractor during the performance of the Work. Contractor shall not pass through to County any taxes for which the County is exempted by the laws of the State of New Jersey. County shall cooperate with Contractor in providing evidence of its tax-exempt status.

32. Bid Preparation Costs

The County shall not be liable for any costs incurred by any Bidders in the preparation or submission of its Bid.

33. Ownership of Bids

All Bids shall become the property of the County upon receipt and will not be returned.

34. Dissemination of Bids Plans and Bid Information

Information included in this document or in any way associated with this Bid, including but not limited to any plans for the Work that may be supplied or obtained by the Bidder pursuant to this Bid, are intended for use only by the Bidders to submit Bids and complete the Work, and shall remain the property of the County. Under no circumstances shall any of said information be published, disseminated to persons not employed by the Bidder copied or used, except as necessary to reply to this Bid and perform the Work.

35. Bid Award

The County of Atlantic shall award all contracts on a lump sum Basis to the lowest responsible and responsive bidder per Location

36. Bid Ties

Where two or more bidders are tied in any bid submission or component thereof, the County reserves the right to make the award to either of the bidders.

37. Delivery Dates

All Bidders, where required, shall clearly stipulate the guaranteed delivery date of all items. Successful Bidder(s) failing to meet the delivery date specified by the Contract Documents shall be subject to the imposition of all sanctions and penalties provided for in the Contract Documents, or more generally at law or in equity.

38. Time for Award

The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids; unless written extensions are requested by the Purchasing Agent and accepted by the Bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful Bidder(s) to whom the award is to be made shall be notified by receipt of the contract or a written "Notice to Proceed" from the County department for whom the work is being provided.

39. Funding Contingency

When award of contract is made in one fiscal year with an effective date in the next fiscal year, the award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract, as required by law.

40. Modification of the Work

Prior to commencement of any specific component of the Work, the County reserves the right to remove such component from the Work, for the convenience of the County, by providing written notice to the Bidder. The Bidder shall not be entitled to compensation for removal of any such component of the Work as of the Notice date, provided, however, that the Bidder shall be entitled to payment for any materials purchased and delivered to the County for any such component of the Work prior to date of the County's notice.

41. Bid Rejection

The County reserves the right to reject any or all bids, when the County determines that rejection of any or all bids is in the best interest of the County, to the extent that rejection of any or all bids is permitted under the provisions of the New Jersey Local Public Contracts Law. In addition, the County reserves the right to waive minor informalities or non-material exceptions in a bid when the County deems such a waiver to be in the best interest of the County, to the extent that such waiver is permitted under the provisions of the New Jersey Local Public Contracts Law.

42. Withdrawal of Certain Bids on Public Works Projects, Pursuant to N.J.S.A. 40A:11-2 (42).

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of certain bids, on public works projects only as defined by the said statute, 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 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 US POSTAL SERVICE CERTIFIED OR REGISTERED MAIL to Palma Conover, Division Director of Budget & Purchasing, 1333 Atlantic Ave., 6th Floor , Atlantic City, NJ 08401. The Bidder request for withdrawal of a bid due to a mistake, as defined by the law, must be postmarked within five (5) business days after the receipt and opening of the bids or the request will not be considered by the Purchasing Agent.

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 County Purchasing Agent pursuant to the Statutory criteria of N.J.S.A. 40A:11-23.3.

All of the following criteria provided must be met by the bidder in order for a bid to be withdrawn.

- A. Enforcement of the contract, if actually made, would be unconscionable;
- B. The mistake relates to a material feature of the bid;
- C. The mistake occurred notwithstanding the fact that the Bidder exercised reasonable care in preparation of the bid; and
- D. The Bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the contracting unit, except for the loss of the bargain to the contracting unit.

43. Execution of Contract

The Contractor shall be required to sign the standard County Contract, a copy of which is attached, within ten (10) days after the County's issuance of a contract document to the successful bidder. Failure to execute the contract as required herein shall be subject to sanctions and remedies specified hereinafter.

Work shall not commence until the contract has been fully executed, excepted for any project administrative items the Contractor may begin upon receipt of a Notice to Proceed, i.e. submittals, developing draft schedule of values, further inspection of project site, developing staging areas, etc.

44. Modifications or Additions to the Contract Documents

Bidders shall not make modifications or alterations to the contract documents and shall not replace or include contracts or forms other than those that have been provided by the County with the bid documents,

45. LAWS AND REGULATIONS

Any contract awarded by the County under this Invitation to Submit bids shall require the Contractor to comply with the various Laws and regulations pertaining to construction projects, including, but not limited to, the following:

Equal Employment Opportunity (Law Against Discrimination) (N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27)

- General Requirements of the New Jersey Local Public Contracts Law
(N.J.S.A. 40A:11-1 et seq.)

- New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)
- Municipal Mechanics Lien Law (N.J.S.A. 2A:44-125 et seq.)
- New Jersey Worker and Community Right to Know Act
(N.J.S.A. 34:5A-1 et. seq.)
- Standard for Sureties (N.J.S.A. 2A:44-143a and 143b)
- Surety Companies Authorization to do Business in New Jersey
(N.J.S.A. 17:31-5)
- N.J.S.A. 52:25-24.2 “An Act Requiring the Reporting of the
Names and Addresses of Shareholders or Partners owning over Ten Percent
(10%) of an Enterprise”
- Use of American goods and products wherever available (N.J.S.A. 40A:11-18)
- Americans with Disabilities Act of 1990 (Title II, 42 U.S.C. 12101)
- Public Works Contractor Registration Act (PWCRA), N.J.S.A.
34:11-56.48 et. seq.
- Business Registration of Public Contractor, N.J.S.A. 52:32-44
- New Jersey Local Unit “Pay to Play” Law (N.J.S.A. 19:44A-20.4 et. seq.).
- New Jersey Construction Safety Act (N.J.S.A. 34:5-166 et seq.).
- New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et. seq.)
- Copeland Anti-Kickback Act. (18 USC 874)

46. Public Works Contractor Registration Act

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, specifies that no Contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the “New Jersey Prevailing Wage Act PL 1963 C. 150 (C: 34:11-56.25)” for the construction, reconstruction, demolition, alteration, repair or maintenance of a Public Building regularly open to and used by the general public institution and includes any subcontractor or lower tier subcontractor unless they are registered with the Department of Labor and Workforce Development Bidders submitting a Bid for a public works contract or performing public work MUST submit a certificate of registration prior to award of the contract. Copies of the Bidder’s subcontractor’s certificate of registration will be required after submission of the Bid but prior to the award of the contract.

Note: A copy of an application for registration is not acceptable as a substitute for the required certificate of registration.

47. Prevailing Wage Requirements

A. The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by County representatives. Wage rates to be paid on this Project shall be New Jersey Prevailing Wage determinations per trade.

B. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) along with the Determination of the New Jersey Wage and Hour or other Documents specifying the New Jersey prevailing rates are hereby made a part of every Contract entered into by the County of Atlantic, except those Contracts which are not within the scope of the Act. The successful Contractor and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by County representatives.

C. The Contractor's signature on the Contract is the Contractor's guarantee that neither he nor any subcontractors he might employ to perform the work covered by this Bid are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

D. Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him in connection with a public work. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two (2) years from the date of payment. The Contractor shall be responsible for ensuring that its subcontractors comply with the Act and shall cooperate with County or State requests for information to verify compliance. Payroll records shall be preserved and made available for inspection in accordance with the General Conditions concerning record keeping and audits

F. In the event of the Contractor or any of its subcontractors engaged in Work on the Project has or is paying workmen in their employ wages less than the required prevailing wage rates, then the County shall have the right to terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages. In such event, the County may proceed with all other available rights and remedies as set forth herein and the full extent permitted by Law, including but not limited to completion of the Work by other means, The Contractor and its Surety shall be responsible for payment of any wages that are due and owing by law, along with any other costs and damages to the full extent permitted by law.

G. Although the wage rates are the minimum hourly rates required by the specifications to be paid during the life of the Contract, it is the responsibility of the Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of wage rates.

H. No increase in Contract Price shall be allowed or authorized on account of payment of wage rates in excess of those stated in the New Jersey Prevailing Wage Act.

I. The Determination of the New Jersey Wage and Hour or other Documents specifying the New Jersey prevailing rates are also a part of the Contract Documents

J. Any contractor or subcontractor which bids on or engages in any contract for public work which is subject to the provisions of the New Jersey Prevailing Wage Act must be registered with the New Jersey Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq. at the time the bid is made.

48. New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, Atlantic County (The "Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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.

49. Affirmative Action

The Bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Upon notification of award the Contractor shall complete an Initial Project Workforce Report Form AA-201 and submit a copy to the County and the NJ Division of Purchase and Property. Thereafter, the Contractor shall submit a copy of the Monthly Project Workforce Report Form AA-202 to the County and the NJ Division of Purchase and Property once per month for the duration of the contract. Forms, instructions and more information can be found at http://www.state.nj.us/treasury/contract_compliance.

50. Non-Discrimination

The provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part hereof and shall be binding upon the successful Bidder in the performance of the Project for the County.

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

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

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

51. NJ PEOSHA & OSHA

The successful Bidder will be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act, (N.J.A.C. 34:6A-25), when providing any materials, supplies or services as part of the Work. In addition, the successful bidder shall comply

with all provisions and requirements of the Occupational Safety and Health Act and the Occupational Safety and Health Administration (OSHA) which may apply to the Work,

52. Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemicals Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to insure that every container bears a proper label at a County facility, in accordance with P.L. 1982, Chap. 315, "Worker and Community Right to Know Act" sub sect. b, sect. 14. Further, all applicable Material Safety Data Sheets (MSDS), a/k/a Hazardous Substance Facts Sheets, must be furnished to the County.

53. Buy American

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

54. One Call System–Call Before You Dig

Prior to performing any work that requires excavation; the Contractor shall be responsible for ascertaining underground utility locations and shall comply with the requirements of the New Jersey "One Call" system (Dial 8-1-1 or 1 (800) 272-1000).

55. The Atlantic County Recycling Program and Solid Waste Management Plan.

Bidders are advised that The Contractor shall to comply with the requirements of the Atlantic County Solid Waste Management Plan and Recycling Plan, adopted in accordance with N.J.S.A. 13:1E- 1, et seq., and Atlantic County Ordinances #10 of 2009 and #9 of 2014. The said plans and ordinances specify requirements concerning disposal of solid wastes, along with materials that are identified as either mandatory recyclables or recommended to be recycled. Solid waste materials generated during performance of the Work shall be disposed of in accordance with the County Plan and Atlantic County Utilities Authority procedures.

Note: The Atlantic County Recycling Plan designates the following commercial and institutional materials as recyclable and mandates the recycling thereof.

- Glass Food & Beverage containers: Clear, Amber, Green
- Newspapers
- Aluminum Beverage Cans
- Office Paper (White, Non-Colored)
- Computer Paper
- Cardboard

Additional information regarding compliance with Atlantic County's Solid Waste and Recycling Plan requirements is available by contacting the Atlantic County Utilities Authority, Attn: Sr. Vice

President, Solid Waste Division, P.O. Box 996, Pleasantville, NJ 08232-0996 (609) 272-6913 (phone) (609) 272-6941 (fax) and on the web at ACUA.com

56. Americans with Disabilities Act

To request a reasonable accommodation of a disability, contact the ADA Coordinator at Telephone: (609) 645-7700 ext. 4519 (TTY uses NJ Relay 1-800-852-7899) at least five (5) business days prior to any meeting, inspection or other event.

57. Compliance with All Law

The Bidder's preparation and submission of its Bid, together with the Bidder's provision of all materials and goods, and the performance of all work and services as required to accomplish the Work as set forth herein, shall be subject to all applicable Federal, State and County ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the Work shall apply as if set forth in full herein. By submission of a Bid, the Bidder warrants and represents to the County that it is familiar with, and shall comply with all of the statutes, ordinances, rules and regulations that are applicable to the materials, goods, work and services required to accomplish the Work as set forth herein.

58. NJ DOT Requirements

Be Advised that submission of bids and performance of the work is subject to the New Jersey Department of Transportation's Standard Specifications for Road and Bridge Construction, 2019 Edition ("NJDOT Specifications") in effect as of the Bid due date, subject to the amendments and modifications of the NJDOT Specifications set forth in the Technical Specifications below and in the other Contract Documents. The NJDOT Specifications shall be deemed incorporated herein by reference, as modified by the County herein. Unless specifically stated otherwise, the NJDOT Specifications shall be deemed to be in addition to any similar provision set forth in the Instruction to Bidders or other sections of the Contract Documents. Additional specific requirements are set forth hereinafter in the Technical Specifications.

59. Reference to Standards, Specifications and Regulations

Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of the Bids, except as may be otherwise specifically stated in the Contract Documents. Contractor, all subcontractors and all of their suppliers acknowledge their familiarity and experience with generally accepted published standards of quality and workmanship applicable to the portions of the Work performed and services provided by them. The requirements of any indicated reference standard are hereby incorporated into the Contract Documents and made a part thereof, to the extent indicated by the applicable reference thereto, provided that the same are not contrary to or otherwise in conflict with any other specification or requirement set forth in the Contract Documents. All work performed under this contract shall meet or exceed all applicable local, state and federal codes and regulations.

60. Bidder Understanding of the Contract Documents; Examination of and Familiarity with Work

A. At the time of the opening of bids, each Bidder will be conclusively presumed to have read and to be thoroughly familiar with the Contract Documents, including all addenda and interpretations issued. The failure or omission of any bidder to receive or examine the Contract Documents and any addenda thereto or interpretations thereof shall in no way relieve the bidder from any obligation in respect of his bid.

B. By submitting a Bid, the Bidder warrants and represents that it has a thorough understanding of this Bid and of all goods, materials and operations necessary to provide the County with all materials, goods and services necessary to accomplish the Work as specified herein.

C. Each bidder must inform himself fully of the conditions under which the work will be performed. It is the responsibility of the bidder, by personal examination of the work site, the documents and such other records and resources as may be reasonably prudent for a duly qualified and experienced general contractor to develop its own knowledge and understanding of the materials, equipment and tasks necessary to accomplish the Work. Bidders shall make their own estimates of the plant, labor, material, equipment, facilities and services needed to perform the work; with the prior consent of the County, to make any required tests and inspections and to evaluate the difficulties attending the execution of the proposed Contract, including local conditions, site conditions, location and availability of utilities, labor, transportation facilities, uncertainties of weather, subsurface conditions and other contingencies, to the degree that such examinations should be reasonably undertaken by a prudent, experienced general contractor.

D. Bidders are expected to read and become familiar with the Contract Documents, including all addenda. Failure of the bidder to do so will not relieve a bidder of the obligation to furnish all plant, labor, material, equipment, facilities and services necessary to carry out the provisions of the Contract Documents and to complete the required work for the consideration set forth in the bid.

E. The County does not assume any responsibility for any interpretation, determination or conclusion made or assumed by a bidder, arising from the bidder's examination of the Contract Documents or other matters relevant to the Work, or arising from a bidder's failure to make such examinations, to the degree that such examinations should have been reasonably undertaken by a prudent, experienced general contractor.

F. After the submission of its Bid, no Bidder shall be permitted to make any claims alleging insufficient data or incorrectly assumed conditions, nor shall any Bidder be permitted to claim any misunderstanding with regard to the nature, conditions or character of the Work or any elements thereof to be provided or performed hereunder, to the fullest extent that such conditions, character or nature of the work or elements thereof were known or should have been reasonably foreseen or anticipated by a prudent and experienced general contractor.

61. No Express or Implied Representations

The County does not make any express or implied representations or warranties as to the accuracy of the information shown on drawings of previous construction or any interpretation of same. Prior to submission of bids, bidders shall ascertain by their own field inspections the accuracy of the

information shown on any existing drawings or reports. It shall be the responsibility of each Bidder to verify all distances, measurements, quantities and locations in the field prior to submission of bids and as work proceeds after a Contract has been awarded.

Atlantic County will not be held responsible for a bidder's failure to receive ing general information due to the bidder's failure to schedule Pre-Bid viewing of the project area.

62. Ethical Standards; Truth In Contracting Laws:

A Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

1 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.

2 N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.

3.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.

4. Bidder should consult the statutes or legal counsel for further information.

B. In addition to and without limitation upon any other law, rule or standards related to ethics in public bidding and contracting, take note that County employees are prohibited by policy from accepting gifts from vendors. Consequently, all bidders should be aware and should make all employees and representatives aware that they may not offer any item or material, irrespective of the perceived value of the item or material, to any County employee. Items and materials that have been or are intended to be discarded by the bidder shall not be offered or given to a County employee. Bidders must immediately report to the County Purchasing Agent any County employee who approaches the bidder, the bidder's employees or representatives and solicits, requests or suggests in any way that the bidder provide something as a gift to a County employee.

63. Debarred Bidders

No work may be awarded to a Contractor or subcontractor who is included on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or who has been debarred, suspended or disqualified by the State of New Jersey or by the Unites States government. By submitting a Bid, the Bidder warrants to the County that neither the Bidder nor any of its subcontractors is Debarred, Suspended or Disqualified by the State of New Jersey or by the government of the United States from an award of any public contract. This warranty to the County is in addition to any warranty or representation made by the Bidder in its Federal Debarment Certification.

64. Captions and Headings

Captions and headings used throughout this document are for convenience only and shall not be used or interpreted as having any particular meaning or limitation upon the terms and conditions stated herein. Similarly, organization and division of various sections is only intended for organizational

convenience and shall not be construed to affect or limit the specific terms and conditions of the various provisions herein.

III. GENERAL CONDITIONS

1. DEFINITIONS

1.1 **The Contract Documents** The Contract Documents consist of the Agreement between County and Contractor, the Conditions of the Contract (Bid Instructions, General, Supplemental Technical and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment of the Contract signed by both parties, (2) a Change Order, (3) a Construction Change or “if and where directed” Directive, or (4) a written order for a minor change in the Work issued by the County Project Manager.

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification that has been duly executed by the parties, as set forth hereinafter.

1.2 **THE WORK** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

1.3 **THE PROJECT** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the County or by separate contractors.

1.4 **THE DRAWINGS** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.5 **THE SPECIFICATIONS** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.6 **DAY, CALENDAR DAY AND WORKING DAY** These terms as applied throughout the Contract Documents shall be defined as detailed below in the Technical Specifications.

1.7 **Contractor** - the entity awarded a Contract to perform the Work described herein.

1.8 **Other Defined Terms** - refer to the definition of specific terms as provided hereinafter, including specific definitions of terms in the Technical Specifications.

1.9 Construction Industry Terms Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

2. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

2.1 The intent of the Contract Documents is to include all work, materials, services and any other items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in staging, organizing or dividing the Work for its own forces, or among Subcontractors, or in establishing the extent of Work to be performed.

2.3 In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

2.4 The following General Conditions along with the Bid Instructions provide the basic terms, conditions and requirements that apply to the Work. These requirements are in addition to and shall be read together with the terms, conditions and requirements of the Technical and any Special Provisions and other Contract Documents. Questions requiring interpretation of requirements shall be referred in writing to the Resident Engineer for interpretation and resolution.

2.5 In the event of any inconsistency, conflict or question regarding priority, application or interpretation of provisions in these general conditions, the technical specifications, plans or any other Contract Documents, the provision or interpretation thereof which affords the greatest protection of County interests and which, in the opinion of the County Engineer, best assures contractor performance in accordance with the overall intent and purpose of the Contract Documents, shall be deemed controlling to the fullest extent permitted by law.

3. Contractor’s Performance of the Work; Contractor’s Workforce

3.1 Provision of Necessary Workforce - The Contractor shall provide the necessary workforce to accomplish the Work as set forth in the Contract Documents, and if necessary, to increase said workforce to complete the Work within the time schedule and performance requirements set forth in the Contract Documents. The Contractor shall furnish all materials, tools, equipment, transportation, supervision, and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a proper workmanlike manner within the time stipulated as set forth in the specifications.

3.2 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and its subcontractors carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall be

responsible for its own labor relations with any trade or union represented among its employees, and shall resolve any disputes between Contractor and his employees or anyone representing such employees, promptly and at no expense to the County.

3.3 Removal of Workforce Members for Cause - The Contractor shall remove any of its employees or subcontractors from County property who are deemed by the County to be unable to meet the requirements and conditions set forth herein, including but not limited to unexcused violations of any laws, rules, or ordinances that are applicable to the Work, refusal to comply with terms and conditions of the Contract Documents, unexcused interference with inspections, disruptive behavior or other good causes.

3.4 Use of Specified Materials and Processes - The Contractor shall procure and utilize materials, equipment and process as specified by the Contract Documents. The Contractor shall make no substitutions of any specified material, equipment, process or other component of the Work, without good cause and without first securing the written consent of the County, after evaluation by the County's Resident Engineer / Resident Engineer and in accordance with a Change Order.

4. Contractor's Superintendent

The Contractor shall provide and designate a Superintendent who shall be assigned to oversee and manage performance of the Work on a day to day basis. The Contractor shall ensure that its Superintendent has sufficient credentials and experience in provision, administration and supervision of the Work required hereunder. The Contractor's Superintendent shall monitor all installations, all contract administration duties and shall oversee performance of the Work by the Contractor's workforce and any subcontractor or other third party performing any part of the Work by or on behalf of the Contractor. The Contractor's Superintendent shall serve as the designated contact person at the Work site who shall be available during all working hours to review and respond to any instructions, directives, concerns or other matters raised by or on behalf of the County.

In the event that the designated Project Superintendent shall be unable to perform these responsibilities, due to injury, illness, severance of employment or any other reason, the Contractor shall promptly notify the County and shall designate another duly qualified employee to serve as a substitute Project Superintendent, within 48 hours.

5. County not Responsible for control of Contractors, for Construction Means and Methods

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be responsible in any way for the acts or omissions of the Contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

6. Independent Contractor

The Contractor shall be deemed and considered an Independent Contractor in respect to the Work covered by this Contract, and shall not be deemed to be an agent, partner or joint venture of the

County. The Contractor shall assume all responsibility and expense for the Contractor's Work, and for all risks and casualties of every description arising out of the Contractor's performance of the Work. Nothing arising from the Contract Documents or performance of the Project shall be construed to create a contractual relationship of any kind (1) between the County and Contractor, (2) between the County and any Subcontractor or Sub-subcontractor, (3) between the County and any other party. The County's Resident Engineer / Project Resident Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Work.

7. Subcontractors and Assignments

7.1 Assignment to any third party of any monies due or to grow due the bidder or any sub contract based upon this bid is prohibited and will not be recognized by the County. Any such assignment shall be considered a default by the County

7.2 The contractor shall not subcontract any portion of the work covered by these specifications without the prior written and explicit consent of the County of Atlantic. No subcontract will be effective or deemed permitted without the prior written consent of the County, and any authorized subcontract shall be considered a default by the County.

7.3 The successful Bidder must maintain and submit to Atlantic County a list of subcontractors and their addresses that may be updated from time to time during the course of contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under this contract.

7.4 All subcontractors shall provide a copy of their business registration to any contractor who shall forward it to the County. No contract with a subcontractor shall be entered into by any contractor under any contract with Atlantic County unless the subcontractor first provides proof of valid business registration. The successful Bidder as well as their subcontractors and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due Pursuant to the "Sales and Use Tax Act" P.L.1966, c.30 (C.54:32B-1et seq. on all their sales of tangible personal property delivered into the state of New Jersey.

7.5 The Contractor shall be the party solely and fully responsible to the County for the performance of all requirements of the Contract Documents, at all times and in all respects, without regard to any subcontract or assignment agreement. If a subcontract or other assignment is authorized by the County, the assignee or subcontractor shall enter into an agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. The Contractor shall provide the County with copies of all subcontractor agreements upon the County's request.

7.6 The Contractor shall be responsible for payment of all of its subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.

8. Contractor's Duty to Perform

The Contractor's obligation to perform and complete the Work and provide all Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an

acceptance of Work or Services that are not in accordance with the Contract Documents, or as a waiver or release of Contractor's obligation to perform the Work and provide Services in accordance with the Contract Documents: observations made by the County, recommendation of any progress or final payment by the County, any determination that work is substantially completed or any payment by County to Contractor under the Contract Documents, any use of or reliance upon the Work or Services any part thereof by the County, any acceptance by the County, any failure to do so, any review and approval of a Shop Drawing, sample, submittal, substitution, or the issuance of a notice of acceptability, any inspection, test or approval by others, or any correction of defective Work by the County, any limitations of any Subcontractor's or Supplier's warranty, or similar actions or omissions by the County.

9. Reliance upon Drawings, Plans and Other Information Provided by the County

All information provided by the County to the Contractor is only offered to show conditions that are believed to exist, but it is not intended to be inferred that the conditions as shown thereon constitute a true and accurate representation by or on behalf of the County that such conditions actually exist. The Contractor shall be solely responsible to inspect the job site prior to commencement of the Work and to field verify conditions and measurements that actually exist. If any discrepancy exists, the Contractor shall promptly notify the County and await clarification regarding resolution of any such discrepancy by the County.

To the fullest extent permitted by law, the Contractor shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown in drawings and plans, if any, and any other information provided by the County to the Contractor and the actual conditions revealed during the progress of the Work, to the extent that such conditions should have been reasonably observed or discovered by the Contractor prior to commencement of work affected by such variations.

Nothing in this Section shall be deemed to waive or limit the rights and duties of the County and the Contractor arising under the "Changed Conditions Law", as set forth hereinafter.

10. Review Of Contract Documents And Field Conditions By Contractor

10.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work and shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Resident Engineer as a request for information in such form as the Resident Engineer may require.

10.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Resident Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that

the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported in writing promptly to the Resident Engineer.

10.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Resident Engineer in response to the Contractor's notices or requests for information, the Contractor shall make Claims for Changes to the Work. Refer to General Condition No. 36 below.

If the Contractor fails to perform the obligations of this section and as required by Section 36 below. The Contractor shall pay such costs and damages to the County as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the County or Resident Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Document unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Resident Engineer.

11. Patent Fees, Licensee Fees and Royalties

Contractor shall pay all patent and license fees and royalties (if any) and assume all costs incident to the Contractor's use of all materials and equipment necessary for the Contractor's performance of the Work. If a particular software, material, procedure, invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work, review and or approval thereof by the County shall be for the sole purpose and benefit of the County to assess apparent adequacy for the Work, and shall not be an approval of the use thereof by Contractor, in violation of any patent or other rights of any third person. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the County and its officers, directors, employees, agents, and other Bidders of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, County Project Managers, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights, or license fees or similar assessments incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

12. Permits And Agreements

12.1 Permits Obtained by The County: The County has obtained certain permits from the State of New Jersey and the US Army Corps of Engineers that are necessary to proceed with the Work, which are on file at the office of the County Engineer. Said permits shall be deemed incorporated into the Work by reference. The Contractor shall perform its work in a manner that shall comply with all permit requirements that are applicable to its Work. A copy of above listed permits is on file at the office of the County Engineer, and is available for inspection upon request. A copy of each permit shall also be provided to the Contractor, after award of the contract.

12.2. Contractor Permits: The Contractor shall be responsible for identifying, applying for and obtaining any other governmental agency permits and consents, along with any utility company permits, authorizations, relocations or consents, that may be necessary to proceed with the work, including (but not necessarily limited to) permits under the Uniform Construction Code, the Uniform

Fire Safety Code, the Department of Environmental Protection, and Soil Conservation District. Costs of application and compliance with such permits shall be the contractor's responsibility.

12.3 Construction Easements: To accommodate the work, the County has obtained "Temporary Construction Easements" and rights to enter across several parcels of land, including private residential properties and a parcel of land owned by the City of Port Republic. These easements and rights to enter are subject to various terms and conditions, including but not limited to installation of privacy fencing between the affected private residences and the temporary work areas, avoidance of material and equipment staging / stockpiling in certain areas, clean up and restoration. A copy of each easement and agreement is attached to and made a part of the Contract Documents, The Contractor, its subcontractors, suppliers and all employees thereof shall perform work in full compliance with the attached easements and agreements.

13. Performance Bond And Payment Bond

Within TEN (10) days after issuance of the County's Notice of Award of the Contract, the Contractor shall furnish, and shall maintain in full force and effect until released by the County, bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding instructions above and as required by law. .

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

The bond shall be made out to the Atlantic County, as obligee and contain the full title of the project.

The bond shall ensure the Contractor's payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed, of material, provisions, vendors or other supplies or teams, fuels, oil implements, or machinery furnished, used or consumed in the carrying forward performing or completing of said work or services for the County The Contractor agrees that this undertaking shall be for the benefit of any subcontractor, materialmen, laborer, person, firm or corporation having a just claim.

The Contractor agrees that the substance of Performance Bond shall be that required by N.J.S.A. 2A:44-147 notwithstanding the form of the Bond.

In the event that the Surety shall become insolvent or otherwise fail to maintain its authority to issue performance bonds in the State of New Jersey prior to completion and final acceptance of the Work, the Contractor shall provide a substitute performance bond to the County which conforms with the requirements of this section.

14 Provisions Concerning Unit Prices

14.1 Unit Prices

A. A unit price is an amount stated on the Contractor's Bid Form/ Unit Price Schedule as a price per unit of measurement for materials and services. Unit Prices will be used to evaluate Contractor Payment Applications, work progress and entitlement to payments.

Unit prices will also be used as the basis to determine the value of amounts to be added to or deducted from the Contract Sum by Change Order, work performed on an “if and where directed” basis and claims in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.

B. Each Unit price shall include all necessary material, overhead, profit, all costs and applicable taxes, fees, licenses and royalties of any kind attributable to the performance or provision thereof.

C. The Contractor shall refer to individual specification sections for activities requiring the establishment of unit prices. Additional provisions regarding methods of measurement and payment for unit prices are specified in those sections.

D. Payment for unit price work and materials shall be based upon actual quantities delivered, installed and accepted by the County.

E. This section shall be in addition to, and shall not limit any more specific provisions concerning Unit Prices in the Technical Specifications and other provisions of the Contract Documents.

15. Submission of Preferred Truck Routes

A. The County of Atlantic requires that Contractor(s) and all subcontractors shall use major highways and County roads for trucking purposes in connection with this project. Therefore, Contractor shall anticipate this requirement while formulating his/her bid proposal.

B. Prior to Commencement of Work, the Contract will be required to submit preferred truck routes using major highways and County roads for deliveries and other transportation of materials and equipment associated with the Work. The County will review the routes and reserves the right to either approve or mandate changes for the purpose of directing supply and delivery trucks to major highway routes, The Contractor shall follow these routes thereafter.

16. Submittals

Without limitation on any other submittal requirements required by the Technical Specifications, Special Provisions or which may be generally required by prudent trade practices and industry standards; the Contractor understands and agrees to provide the following submittals:

16.1. General: Upon request show: elevations and cross sections, measurements, locations, material thicknesses, connections, anchors and other details of the Work;

16.2. Product Data: Submit product data as requested

16.3. Shop Drawings: Submit shop drawings showing layout, profiles, calculations, design parameters, and product components, including but not limited to anchorage, accessories, and finishes.

16.4. Samples

16.5 Quality Assurance / Control Submittals:

- 1) Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical properties.
- 2) Installer Qualification Data: Submit installer qualification data.

16.6. Other Submittals – as directed by the County’s Resident Engineer, and as required by NJDOT Specifications or other Contract Documents

16.7. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

16.8. Submittals which are not required by the Contract Documents may be returned by the County Resident Engineer / Resident Engineer without action.

16.9 The Contractor shall review for compliance with the Contract Documents, approve and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the progress of the Project.

16.10 By approving and submitting Shop Drawings, Product Data, Sample and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

17. Construction Layout

The Contractor shall, prior to commencement of work, review all design plans, investigate field conditions and perform all layout and mark-outs necessary to accomplish the Work in accordance with the Contract Documents, at no additional costs to the County. Refer to the Technical Specifications for additional provisions applicable to Construction Layout. All layouts will be performed by qualified personnel appropriate for the specific layout and measurement tasks, which may include a licensed land surveyor, civil engineer, County Project Manager or qualified supervisor.

18. Progress Schedule

Subject to and without limitation upon any more specific requirements of any Technical Specifications and County Special Conditions below, the Contractor shall develop and observe a task-oriented progress schedule that shall include a proposed start and completion date for the Work, with proposed progress milestones. The Contractor shall develop and maintain the schedule as necessary to complete the Work within any time limits set forth in these Specifications.

Upon execution of the contract, the Contractor shall submit its schedule to the County, which shall be subject to review and approval by the County. The Contractor shall be responsible for preparing updates and corrections to the progress schedule, to reflect the actual contract start and such other adjustments as may be necessary and appropriate to complete the Work in an orderly manner within the specified project time limits. Submission of the progress schedule and approval thereof by the County, including modifications and corrections thereto, shall not act as waiver of the contract time,

the completion date or any other requirement of the Contract Documents, and shall not constitute a substitute for or evidence approval of any change order or contract modification.

At the County's request, the Contractor shall update the schedule when the County determines that an updated schedule is required.

19. Prompt Performance

The Contractor's performance of the Work in a timely manner, without undue disruption of normal County operations and services is an essential component of the Work. The Contractor shall begin the Work promptly on the date of commencement as directed by the County and shall provide a level of effort necessary to carry the Work forward expeditiously, with adequate forces to achieve completion at the earliest possible date within the Contract Documents

20 SEQUENCE OF WORK

20.1 The Contractor shall carefully coordinate, plan and install the Work of this Contract in the necessary sequence and in such manner as not to delay other Contractors or Subcontractors. Nothing is to be construed in the Contract Documents that the Contractor or Subcontractor(s) shall be allowed to perform all of their work at one time or at one visit to the site.

20.2 The County wishes to emphasize that the Contractor should familiarize himself with the requirements of all parts of the Contract Documents, and not to restrict himself to the category that encompasses his own trade or contract.

21 Pre-Construction Meeting and Progress Meetings

Subject to and in accordance with the more specific requirements of the Technical Specifications and prior to commencing the Work, at a specific time and place as directed by the County, the Contractor shall meet with the County Engineer or his designee at a pre-construction meeting. In addition, Progress Meetings shall be held as Work proceeds on an as needed basis as directed by the County.

Pre-Construction and Progress Meetings shall be held to review and address issues related to the Work and may include: schedule compliance, critical sequencing, equipment or material deliveries, use of County property, contract compliance, quality control issues, avoidance of interference with County operations, requesting and processing contract modifications, and such other matters which are relevant to the orderly and expeditious performance of the Work.

All meetings will be attended by the Contractor's Project Manager and by a duly authorized representative of the County. Failure to attend scheduled meetings without cause or approval by the County shall subject the Contractor to a Liquidated Damage Payment of \$200.00 for each missed and unexcused meeting, in accordance with provisions concerning liquidated damages set forth in the Contract Documents.

The Contractor shall be responsible for preparation and distribution of meeting minutes which shall include issues and actions to be taken.

In addition, the Contractor's Project Superintendent shall maintain a daily job log, which shall record daily work progress, job conditions, weather conditions, subcontractors on site and any testing operations or inspections of the Work.

22. RESERVED

23. Modifications of the Schedule

23.1. Subject to and in accordance with the more specific requirements of the Technical Specifications, there shall be no modification of the Work schedule without the prior written approval of the County. All requests for modifications shall be made by the Contractor in writing, subject to prior approval of the County, in its sole judgment as to whether good cause exists and whether such time extensions shall interfere with safe and orderly operation of the County's highway system.

23.2. Failure to comply with the schedule and complete the Work within the Contract Time shall constitute a default and shall result in assessment of liquidated damages for each day of delay, in accordance with the more specific requirements of the Technical Specifications and Contract Documents, along with imposition of any other remedy authorized by the Contract Documents.

23.3. Where Contractor is prevented from completing any part of the Installation Work within the specified Installation Times due to delay beyond the control of Contractor, the Contract Time may be extended in an amount equal to the time lost due to such delay, provided that the Contractor shall have first secured County consent based upon notice to the County which shall include verification of the reasons asserted that delays are beyond the control of Contractor, due to acts or neglect of others, County directives that require modification of the schedule, fires, epidemics, abnormal weather conditions or acts of God that prevent schedule adherence (referred to below as "excusable cause"). Any such extension shall additionally be subject to and in accordance with the more specific requirements of the Technical Specifications.

23.4. If in the opinion of the County, the Contractor is falling behind in the performance of Work without excusable cause as set forth above, the County shall notify the Contractor, and the Contractor shall take such steps as may be necessary to improve his progress, which may include but not be limited to dedication of additional staff, additional hours, or other means, without additional cost to the County. Failure to comply shall constitute grounds for declaring the Contractor in default.

23.5. Nothing in this Section shall be deemed to waive or limit the rights and duties of the County and the Contractor arising under the "Changed Conditions Law", as set forth hereinafter.

24. Work During Regular Business Hours

All work shall be performed during regular daylight business hours (typically 8 a.m. to 5 p.m., Monday through Friday), except for any Limitations of Operations listed in the County's Special Provisions. However, the Contractor may make application to the County to work on evening or weekend hours, subject to and in accordance with any more specific requirements of the Technical Specifications.

25. Clean Up and Removal of Debris As Work Proceeds

25.1. Without limitation on any clean up or debris removal duties set forth in the Technical Specifications, the Contractor shall remove all loose and loose rubbish from the work daily. Debris and rubbish shall be deposited in appropriate receptacles and disposed of or recycled, in accordance with applicable codes and ordinances. Dumpsters, recycling containers and other costs related to

debris and recycling clean up shall be provided at the expense of the Contractor, as necessary to keep the work site and surrounding properties clean and orderly. Debris and rubbish shall not be allowed to accumulate or spill onto surrounding properties.

25.2. All products of removal not scheduled to be reused, or turned over to the County, shall become the property of the Contractor and shall be removed from the site.

25.3. Refer to Bid Instruction for additional details regarding the Atlantic County Solid Waste Management Plan and Recycling Plan.

25.4. In the event that the Contractor employs one or more subcontractors at the work site, the Contractor shall take adequate measures to ensure that its subcontractors comply with clean up, debris removal and regulatory requirements.

25.5 The Contractor will remove and properly dispose of all bracing, forms, silt fencing, temporary lighting, security fencing and locks when they are no longer necessary or otherwise require replacement.

25.6 Perform thorough final cleaning upon close out. Employ experienced workers or professional cleaners for final cleaning. Clean the Work area to the condition that is in good order and appropriate for a public highway as recommended by the County.

25.7 Comply with regulations of authorities having jurisdiction and safety standards for cleaning and handling debris and waste materials. Do not burn waste materials. Do not bury or dump debris, fluids or other excess materials. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

25.8. Where extra materials of value remaining after completion of associated work, have become the Owner's property, arrange for disposition of these materials as directed.

26. RESERVED

27. Site Storage and Protection of Materials

Without limitation on any other submittal requirements required by the Technical Specifications, Special Provisions or which may be generally required by prudent trade practices and industry standards:

1. The Contractor shall be responsible for safe and appropriate storage of all materials and equipment necessary to perform the Work.

2. The Contractor shall cause any material wraps or covers to be properly removed and disposed of. The Contractor shall ensure that any damage, defacement, scratches or disfigurement caused in shipping or handling are promptly repaired or that damaged materials are replaced, as may be directed by the County's Resident Engineer.

3. The Contractor is responsible for securing all equipment and materials stored in connection with the Work.

28. Delivery & Inspection of Materials and Equipment

1. Equipment and material shall be delivered F.O.B. destination, to the Work site outlined in this bid.

2 Without limitation on any other submittal requirements required by the Technical Specifications, Special Provisions or which may be generally required by prudent trade practices and industry standards:

i. The material(s) and equipment(s) shall be subject to inspection and approval by the County's Resident Engineer; and

ii. The Contractor will notify the County not less than 48 hours in advance of delivery of materials and equipment by calling the appropriate contact, as directed by County.

C. The County will not make payment for materials or equipment purchased or delivered to the Work site until the same has been installed per the Contract Documents and accepted by the County, except in instances where the County has approved payment in advance, and has been adequately assured that such materials or equipment conforms to the Contract Documents. Contractor shall be responsible for storage, security and risk of loss of such materials and equipment.

29.0. Progress Payments; Payment Application Requirements

29.1 The following provisions shall be in addition to any other more specific requirements set forth elsewhere in the Technical Specifications or other Contract Documents:

A. Progress payments shall be processed typically on a monthly basis for work completed, through the last day of the prior month, with a retainage of 2% of the work completed, provided that the Contractor has complied with the procedures set forth herein.

B. Estimates shall be prepared by the Contractor monthly, as of the 1st or 15th of each month, as may be specified by the County, and shall be submitted to the County for preliminary review (a "pencil copy"). If the County has retained an RE/Consultant Inspector for the Work, the Contractor shall first submit its pencil copy estimates to the RE/ Consultant Inspector. The Contractor's pencil copy estimate shall be subject to review and consent to proceed by the County Engineer, RE / County Inspector for compliance with contract requirements.

C. Upon completion of the entire Work covered by the specifications, and after final approval by the RE /consultant inspector and the County, the Contractor shall, in like manner, submit its final estimate for acceptance and payment.

D. With each acceptable estimate, the Contractor shall submit to the County an itemized payment application, supported by such data substantiating the contractor's right to payment as the County may require.

E. By submitting a payment application, the contractor warrants that title to all material and equipment covered by the payment application will pass to the County no later than the time of payment, and to the best of the contractor's knowledge, information, and belief, will be free and clear of liens, claims, security interests or encumbrances.

F. Each Application for Payment shall be consistent with previous payment applications that have been accepted by the County.

G. Unless the County specifies otherwise, the Contractor shall use AIA Document G702 (Application for Payment) and Continuation Sheets G703 as the form for Applications for Payment, or similar forms provided by the County.

H. With each Application for Payment, the Contractor shall submit all AA-202 Monthly Project Workforce Reports, Certified Payroll documentation, Delivery Tickets, manning reports and Buy American Certificates that are related to the Work covered by the payment application.

I. With each Application for Payment, the Contractor shall provide waivers of mechanics liens from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract that is related to the Work covered by the payment application

J. The Contractor shall also submit a completed Atlantic County Standard Invoice with its Application for Payment.

K. Progress Payment applications shall not include requests for payment of amounts that the contractor does not intend to pay to a subcontractor or material supplier, due to a dispute or other reason.

L. If the payment application indicates that the Contractor has withheld or will withhold payment from a subcontractor or supplier, the Contractor shall provide written notice of such non-payment to the subcontractor or supplier, with a copy of the notice also supplied to the County and to the Surety that holds the performance bond for the Work. The Contractor's written notice shall include the reason for withholding payment and state the amount of payment withheld in the notice. The Contractor shall diligently seek to resolve any underlying dispute with such subcontractor or supplier, at no additional cost to the County

M. An Application for Payment shall not be deemed complete if, at the time of submission, the Contractor has failed to provide the County with any documentation required for performance or acceptance of the work required elsewhere in the Contract Documents, including but not limited acceptable materials testing results, shop submittals, insurance, and compliance with all laws governing the Work that are applicable to the Contractor.

N. The Contractor shall not cause or permit interference with reasonable inspection of the Work by the County designated Inspector. Work which has not been reasonably inspected due to interference or avoidance caused or permitted by the Contractor may be deemed ineligible for payment by the County until the Contractor facilitates such inspections or testing, and may also be subject to a reduction in value of up to one half of the stipulated Liquidated Damages rate for each day that such interference has occurred.

O. When an Application for Payment which has been deemed acceptable for payment by the County's RE/ Consultant Inspector, the Contractor shall Submit three (3) signed and sealed, executed copies along with one completed Atlantic County Standard invoice to the County's Project Manager / Contract Administrator by means ensuring receipt within twenty-four (24) hours; one (1) copy shall be complete, including waivers of lien and similar attachments, when required.

P. It is the contractor's responsibility to submit payments applications that are accurate and complete. The Contractor shall complete every entry on the payment application form. The form shall be executed by a person authorized to sign legal documents on behalf of the Contractor and County. Entries shall match data on the Schedule of Values and the Contractor's Construction Work Schedule. The Contractor shall use updated schedules if revisions have been made, and shall include amounts of Change Orders and Requests Against Allowances (if any) issued prior to the last day of the construction period covered by the application.

Q. Payment applications that are incomplete or inaccurate shall not be eligible for payment and shall be returned to the contractor for correction. After a payment application has been submitted in a complete and acceptable manner, and after the County's project manager has issued a certificate for payment, the County shall make payment within thirty days thereafter, subject to a 2% retainage, in the manner and within the time provided in the contract documents and laws governing contract payments.

R. It is the Contractor's responsibility to promptly pay each of its suppliers and subcontractors, upon receipt of payment from the County, out of the amount paid to the contractor on account of such supplier's or subcontractor's portion of the work, to the extent that such payments are due and owing. The contractor shall similarly require, by appropriate agreement with each subcontractor, each subcontractor to make payments to sub-subcontractors in similar manner.

S. The County, its employees and agents (including but not limited to any project manager, Resident Engineer, County Project Manager employed or retained by the County) shall not have an obligation to pay or to see to the payment of money to a Contractor's employee, subcontractor, sub-subcontractor, supplier or any other entity or third party, except as may be explicitly required by law. The Contractor's Application for Payment shall be its warranty to the County that all such payments that are due and owing shall be properly made and paid when due.

T. Issuance of any certificate of payment, or subsequent disbursement of funds by the County shall not constitute a waiver or release any claim which the County may have against any other party, or a waiver or release of any warranty or other responsibility of the contractor, nor shall payment by the County as a result of said certificate constitute acceptance of work not in accordance with the contract.

U. Unless specifically authorized hereinafter or specifically directed by the County, the Contractor shall not be entitled to payment for materials, equipment, fixtures, or other components of the work which have been purchased or delivered, but which have not been delivered and installed by the Contractor in accordance with the Contract Documents, and which have been deemed acceptable by the County as delivered and installed. Request for payment for materials to be delivered prior to installation shall be submitted by the Contractor to the County in writing, prior to delivery.

V. In addition to any other right or remedy set forth in the Contract Documents, the County reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this Work measured or otherwise evaluated by an independent surveyor or Engineer (at the County's expense). Payment for unit price work shall be based upon actual quantities delivered, installed and accepted.

29.2 No Waiver. The County's review, comment, acceptance or rejection of any AA202 Monthly Project Workforce Reports, Certified Payroll documentation, Delivery Tickets, manning reports, Buy American Certificates, material testing results and similar supporting documentation prepared and submitted by or on behalf of the Contractor shall be for the limited purpose assisting the County's evaluation that the associated Payment Application appears to be complete and in an acceptable form. No review, comment, acceptance, rejection such materials shall be deemed to waive, limit or release the Contractor from any of its duties to perform the Work strictly in accordance with the terms and conditions of the Contract Documents. The County's processing or payment of a Payment Application shall not result in an approval of defective or improper Work. The County, upon determining that any payment under a previous Payment Application was improper or unwarranted for any reason, has the right to recover erroneous payment from the Contractor

29.3 Defective Work. The County has the right to reject any Payment Application, or any portion thereof to the extent that Work or materials included in any Payment Application, in the sole judgment of the County, is Defective, or otherwise does not comply with Contract requirements, or is not proceeding as specified in the Contract, or at any point following the County giving the Contractor and Surety notice of default as specified for any of the reasons specified in the Contract Documents.

30. OSHA & PEOSHA Compliance

The Contractor shall provide a workplace for its workers complies with all applicable OSHA and PEOSHA safety and health standards. Contractor shall seek to identify and eliminate or reduce work place hazards as defined by OSHA and PEOSHA, as may be applicable to the Work.. Contractor shall be responsible for all required informational and safety training. Any notice of injury, along with any testing, sampling or protective gear required OSHA / PEOSHA, shall be provided by the Contractor. The Contractor shall not retaliate or discriminate against any of its workers for using their rights under the law, including their right to report a work-related injury or illness

31. Public Convenience and Safety; Avoidance of Damage to County Property and Property of Others

The safety, protection and convenience of the public and adjacent residents are of primary importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

A. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, rules and regulations, building and construction codes, shall be observed. The work site and all machinery, equipment and other hazards of any character associated with the Contractor's work shall be safeguarded by the Contractor.

B. If any operation, practice or condition during the course of the Work is unsafe or is deemed by the County to be unsafe, the Contractor shall immediately take corrective action. Where any operation, practice or condition endangers persons or property, it shall be immediately discontinued by the Contractor and adequate remedial action taken before the affected part of the Work is resumed.

C. All work shall be performed in a professional and workmanlike manner, with due regard to avoiding damage to County property and to the property of others. Should the Contractor's work cause any damage to County property or property of others, the Contractor shall promptly repair, restore or replace such damaged property to the satisfaction of the County.

32. Accident Reports

If death or injuries to workers or other persons, or damage to property is caused by or occurs in connection with the Contractor's Work, the accident shall be reported immediately by the Contractor to the County, and to the Contractor's insurance carrier, with full details and statements of witnesses (if any). If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim and the Contractor's response thereto.

33. County not Responsible for control of Contractors, for Construction Means and Methods

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be responsible in any way for the acts or omissions of the Contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

34. Hot Work

The term "hot work" means hot riveting, welding, burning, open flame use, or other mechanical spark-producing operations or those operations resulting in high temperature surfaces. It also includes opening electrical systems which have the potential of arcing or otherwise igniting a flammable material. Without limitation upon any other regulatory requirement or prudent practice applicable to the Contractor's Work, the Contractor shall perform all hot work in a fire-safe manner. The Contractor shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires when "hot work" is required. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations.

35. Completion and Acceptance of Work

Subject to and in accordance with any more specific requirements of the Technical Specifications, the Work to be performed by the Contractor shall be deemed complete when ALL of the following have been satisfied by the Contractor to the County:

- A. The Work has, in the judgment of the County Engineer, been completed satisfactorily, and all components that require testing have been successfully tested in all respects according to the Contract Documents;
- B. The Work is fully completed, operational and ready for use by the County in all respects in accordance with the Contract Documents, including correction of all punch list items and any other Defective or Unauthorized Work; and

C. The Contractor has, to the County's satisfaction, executed and delivered to the County or its designated representative all documents, permits, certificates, proofs of compliance, release of claims, surety consents and any other documents the County deems mandatory to assure compliance with this Bid.

D. Record Drawings: During the performance of the Work, the Contractor shall maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. This set shall be marked up to show actual installations, when installation varies substantially from the Work as originally shown. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. The Contractor shall supply the Record Drawings to the County for review and acceptance as a precondition to acceptance of the Work.

E. Maintenance and Operational Manuals and Warranties: As a precondition to acceptance of the Work, the Contractor shall supply all maintenance and operational manuals, instructions and all manufacturer warranties that are required for the various components of the Work.

36. Defective or Unauthorized Work

Any portion of the Work, including any materials, goods, equipment, labor, services or combination thereof which in the judgment of the County Project Manager / County Engineer, fails to meet the requirements of the Contract Documents, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work. Any Work including any materials, goods, equipment, labor, services or combination thereof which in the judgment of the County is not authorized or required by the Contract Documents shall be classified as Unauthorized Work.

Any Work, including materials, goods, equipment, labor, services or combination thereof which in the judgment of the County or in the judgment of any Manufacturer, supplier or other entity that is intended to provide a warranty pertaining to the Work or any component thereof, fails to meet the requirements of the Contract Documents, including but not limited to any requirement necessary for the issuance of a required warranty, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work.

Incomplete / Punchlist Work,

Any Work included on a Punchlist shall be treated as Defective Work and shall be corrected by the Contractor, within the time proscribed by the County for the completion of Punchlist work, and in no event more than 30 days after issuance of the Punchlist.

37. Removal and Correction of Defective or Unauthorized Work

Any Defective or Unauthorized Work performed by the Contractor, regardless of whether observed before or after completion of the Work and whether or not fabricated, installed or completed, shall be removed immediately and replaced by the Contractor with Work and materials which shall conform to the specifications, or shall be otherwise corrected and remedied in an acceptable manner authorized by the County or its designee. The Contractor shall bear all costs of correcting, removing

or replacing such rejected Work, including compensation to the County for the County's additional costs made necessary thereby.

This clause shall have full effect regardless of the fact that the Defective or Unauthorized Work may have been performed, or the defective materials used, with the actual or implied knowledge of the County. The fact that the County or its designee may have previously overlooked such defective work shall not constitute an acceptance of any part of it by the County.

If, within one (1) year after the date of completion of the Work or designated portion thereof, or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the County to do so unless the County has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The County shall give such notice promptly after discovery of the condition.

Upon failure of the Contractor to immediately correct, remove or replace rejected or Unauthorized Work, or to immediately comply with any order of the County made under the provisions of this Section, the County shall have authority to cause such rejected or unauthorized Work to be corrected or removed and replaced, and the costs thereof, as well as those incurred in storing any rejected materials, shall be deducted from any monies due or to become due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the County. The County reserves the right, should Defective or Unauthorized Work or materials used by or on the part of the Contractor be discovered, either before or after the Project has been accepted, or even after Final Payment has been made, to claim and recover by process of law such sums as may be sufficient to correct, remove or replace the Defective or Unauthorized Work or materials.

38. CHANGES IN THE WORK

Any changes in the Work shall be subject to the provisions Section 104.03, NJ DOT Standard Specifications for Roads and Bridges, 2019 ed., together with all applicable provisions in these General Conditions, including but not limited to provisions concerning "Changed Conditions" set forth below.

39. Warranties

Without limitation upon any other warranty, representation warranty or duty imposed upon or made by the Contractor in the Contract Documents, the Contract hereby warrants:

1. that this Contractor has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County, employee, officer or officials.

2. that the Contractor, for itself and its subcontractors, is qualified by training and experience to perform the services in accordance with all of the terms, conditions and requirements of the Contract Documents .

3. that the Contractor is ready, willing and able to perform all services in the timeframe and as required by this Contract, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of the Project within the State of New Jersey.

4. that all materials and all Work completed pursuant to this Contract will comply with minimum quality, design and performance standards over time as stated or intended by the NJ DOT Standard Specifications, as adopted in the Technical Specifications set forth below.

5. Refer to the Technical Specifications for additional warranty provisions and requirements.

40. RESERVED

41. Maintenance Bond

In addition to any other warranty, expressly stated or implied herein or otherwise arising as matter of law, the Contractor shall provide to the County a two year Maintenance Bond upon completion of the Work, in a form acceptable to County Counsel, in an amount equal to TEN PERCENT of the final contract cost, as an added warranty against defects in material and workmanship provided to the County, which shall commence upon final Acceptance of the Work by the County

42. Indemnification

A. Contractor agrees to protect, defend, indemnify and save harmless the County and its officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses and damages, fines, penalties and assessments (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to the Contractor's performance of the Work as set forth in the Contract Documents.

B. If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the County, in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to be responsible for, and to indemnify and save harmless the County from the payment of all sums of money by reason of any accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or County ordinance, regulations, or the laws of the State, or the United States, arising from or related to the Contractor's performance of its Work.

C. The Contractor shall indemnify and save harmless the County against any and all claims for royalty, patent infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment.

E. If Contractor hires an “Licensed Abatement” Contractor, said Contractor must provide County of Atlantic with Certificate of Insurance outlining ALL current coverages.

43. Default

43.1 Events of Default. Without limitation upon any duty or obligation imposed upon the Contractor by the Contract Documents, Default by the Contractor shall include the following:

- A. Failure by the Contractor to begin work under the Contract within the time specified in the Notice to Proceed, or otherwise according to the Contract;
- B. Failure by the contractor to perform the Work with sufficient workmen, equipment or materials to insure completion of the Work in accordance with the Contract;
- C. Violation by the Contractor of any of the conditions or covenants of the Contract, the Documents, or any order of the County authorized therein, and failure to execute the same in good faith or in accordance with the terms thereof;
- D. Unnecessary, unreasonable or negligent delay by the Contractor in performance of the Contract;
- E. Abandonment or discontinuation by the Contractor of performance of the Work without approval of the County, or failure to resume Work which has been discontinued within a reasonable time after notice to do so;
- F. Failure or refusal by the Contractor to remove materials or perform anew any Work rejected as defective or unsatisfactory;
- G. Failure by the Contractor to complete the Work within the time specified in the Contract, or within the extended time as otherwise provided according to the Contract;
- H. Insolvency or bankruptcy of the Contractor, or commission by him of any act of insolvency or bankruptcy;
- I. Failure by the Contractor to protect, repair or make good any damage or injury to property;
- J. Failure by the Contractor, for any cause whatsoever, to carry on the Work in an acceptable manner;
- K. Conviction of any principal of Contractor of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment;
- L. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
- M. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized as set forth in this Contract.

43.2 Remedies: In the event of a default by the Contractor. The County shall be entitled to proceed with each and every remedy that may be available at law or in equity, including but not limited to: commencement of an action seeking specific performance, damages, and termination of this agreement as provided hereinafter.

Should the County fail to make any payment when such payment is due in accordance with the Contract Documents, or otherwise fail to perform any material duty or obligation imposed upon the County by the Contract Documents, the Contractor shall be permitted to proceed with all remedies that may be available at law or in equity, provided that Contractor shall first provide the County with written notice of the circumstances that are alleged to constitute a default and a 30 day opportunity to cure.

Prior to commencement of any right or remedy pursuant to this section, the party alleging a default shall provide the defaulting party with written notice of the facts and circumstances that are alleged to constitute a default, together with an opportunity to cure, which shall in no event extend beyond 30 days from the date of the alleged default's occurrence.

Notwithstanding the foregoing, commencement of remedies for construction contracts subject to N.J.S.A. 40a:11-50 shall be subject to mediation of disputes, as provided hereinafter. the County and Contractor shall seek to mediate claims and disputes, when resort to litigation is not authorized, as set forth in the Contract Documents.

The commencement of one or more remedy shall not preclude the County from pursuit of any other available remedy

44. Continuation of the Work by the Contractor During A Dispute

During the pendency of any dispute or disagreement, the Contractor shall carry on the Work in accordance with the Contract Document and adhere to the progress schedule, and shall not abandon, slow down or terminate the Work, No Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Contract is Terminated or such deviation from the Work or Work Schedule is directed by the County.

45. County's Right To Carry Out The Work

If the Contractor fails to correct defective work, or otherwise neglects to carry out the Work in accordance with the Contract Documents, the County may elect to issue a written demand for performance to the Contractor. If the Contractor continues to fail to perform the Work within a ten day period after issuance of the County's written demand for performance, the County may elect to make the required corrections or otherwise carry out the Work in accordance with the Contract Documents. The County's election to perform such work shall be without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the County's Architect or Resident Engineer, for all additional services made necessary by such default, neglect or failure, to the fullest extent permitted by law..

46. Liquidated Damages

Without limitation upon any other provision regarding liquidated damages in the Contract Documents, all amounts set forth in the Contract Documents as liquidated damages shall be a per day charge for every calendar day that the Contractor is in default in completing the Work or any designated portion thereof in excess of the number of days prescribed. The daily sums herein

contracted to be paid by the Contractor to the County for any default or delay in the completion of this Work or portions of Services are stipulated to be not a penalty, but rather, liquidated compensation for damages which the County will suffer by reason of such default, loss of use of property, interest on monies borrowed, increased administrative and engineering costs, and other tangible and intangible losses.

The County may deduct the sum of liquidated damages from any monies due or that become due the Contractor under the Contract. If such monies are insufficient, the Contractor or his surety or sureties shall pay to the County any deficiency in such monies within thirty (30) calendar days. Assessment of Liquidated Damages are not intended and shall not be an exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

Refer to the Technical Specifications for additional provisions concerning liquidated damages.

47. Mediation Provisions for Construction Contracts

Either party to this contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work required hereunder be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the county's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below.

Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Alternative Dispute Resolution shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

The County's Alternative Dispute Resolution procedure is as follows:

- A. Controversies and Claims Subject to Mediation. Except as specified above, If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation prior to resorting to litigation,
- B. Contract Performance Pending Mediation. During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the contract.
- C. When Mediation May be Demanded. Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party.

In the event that the parties are unable to directly resolve a problem within 10 days of the first notice of the dispute, the aggrieved party shall promptly submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (i) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (ii) Thirty (30) days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

D. Procedure to Request Mediation. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum 1) a brief statement of the nature of the dispute, and 2) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

E. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

F. Cost of Mediation. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

G. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful within 60 days after the initial request for mediation, then either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior court of New Jersey, Atlantic County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

During the performance of the Work, either party to this contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work required hereunder be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the county's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below.

Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Alternative Dispute Resolution shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

48. Termination of Contract

A. Termination for Convenience: The County may terminate a Contract, in whole or in part, without showing cause upon giving written notice to the Contractor, when the County determines that termination is in the best interest of the County. The County shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the County, as specified by the Contract Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the County, as of the date of termination.

B. Termination by the Owner for Cause: Without limitation upon any other right or remedy that may exist or be available to the County under the Contract Documents or generally as a matter of law or in equity, the County may terminate the Contract if the Contractor:

1. Persistently or repeatedly refused or fails to supply enough skilled workers or proper materials;
2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and the subcontractor;
3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of substantial breach of a provision of the contract documents.

The County shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the County, as specified by the

Contract Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the County, as of the date of termination.

C. Notice of Termination. When any of the above reasons exists, the County may terminate the contract after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice of the Termination.

49. Special Provisions Regarding "Differing Site Conditions"

A. If the Contractor encounters differing site conditions during the progress of the Work, the Contractor shall promptly notify the County in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the location that is impacted by the differing site conditions.

B. Upon receipt of a Differing Site Conditions Notice in accordance with paragraph A above, of this subsection, or upon the County otherwise learning of differing site conditions, the County shall promptly undertake an investigation to determine whether differing site conditions are present. If the County determines different site conditions exist and may result in additional costs or delays, the County shall provide prompt written notice to the Contractor containing directions on how to proceed.

C. The County 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. 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.

D. If the County determines that there are no differing site conditions present that would result in additional costs or delays, the County shall notify the contractor, in writing, and the Contractor shall resume performance of the Work. In such event, the Contractor shall be entitled to pursue a Differing Site Conditions claim against the County for additional compensation or time attributable to the alleged differing site conditions.

E. 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.

F. 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.

50. Special Provisions Regarding Suspension of Work

- A. In the event that the County determines that it is necessary to suspended performance of all or any portion of the Work for a period of time lasting more than 10 calendar days, the County shall give prompt written notice of the suspension to the Contractor.
- B. If the performance of all or any portion of the Work is suspended by the County for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the County's control , the Contractor shall be entitled to compensation for any resultant delay to the Work completion date 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 County, in writing, of the nature and extent of the suspension of work.
- C. The notice a Work Suspension Claim shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the County.
- D. 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
- E. Upon receipt of the Contractor's suspension of work notice in accordance with paragraph B of this subsection, the County shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- F. If the County determines that the contractor is entitled to additional compensation or time, the County shall make a fair and equitable upward adjustment to the contract price and contract completion date.
- G. If the County 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 County for additional compensation or time attributable to the suspension.
- H. 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.

51. Special Provisions Regarding Changes in The Character Of The Work

- A. If the Contractor believes that the contracting unit has directed the Contractor to undertake a material change to the Work, the Contractor shall notify the County in writing of such Change of Character to the Work
- B. The contractor shall continue to perform all work on the project that is not the subject of the notice of a Change of Character to the Work.

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

D. If the County determines that a change to the contractor's work caused or directed by the County materially changes the character of any aspect of the Work, the County shall make a fair and equitable upward adjustment to the contract price and contract completion date.

E. 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 County to the contractor performing the Changed Character work.

F. If the County 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.

G 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.

52. Special Provisions Regarding Changes in Quantities:

A. The County may increase or decrease the quantity of Work to be performed by the contractor.

i. 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.

ii. 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.

B. For any minor change in quantity, the County shall make payment for the quantity of the pay item performed at the bid price for the pay item.

C. For a major increase in quantity, the County 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 County shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit.

D. In the event of a major decrease in quantity, the County 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 County shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit,

E. 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."

53. Record Keeping And Right To Audit:

N.J.A.C. 17:44-2.2 provides that:

"Contractor 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."

The Contractor and all of its subcontractors agree that they shall keep and maintain complete and accurate records and all documents related to this contract, as required by law, including but not limited to proper and adequate books, records and accounts accurately reflecting all cost and amounts billed to County with regard to this Project.

Upon request all such records shall be made available to employees, representatives and agents of the New Jersey Office of the Comptroller for review, inspection and reproduction, as such employee, representative or agent shall require. Such records shall also be made available for review inspection and reproduction by the County's designated employees or representatives. Such records shall be retained by Contractor and all of its subcontractors for at least five (5) years after the date of final payment. In no event shall books and records be disposed of or destroyed prior to five (5) years, or during any dispute or claim between County and Contractor with regard to this agreement or during any review of such records conducted by the State of New Jersey,

The Contractor is hereby advised that maintenance of such records is required pursuant to N.J.A.C. 17:44-2.2, and that all such records shall be made available for inspection to the New Jersey Office of the Comptroller, upon request during the said five year period and that all such records shall be preserved during the pendency of any dispute or review.

TECHNICAL SPECIFICATIONS

**FOR THE RESURFACING OF
THIRD STREET (CR 724) SECTION 1A & 1B
IN THE TOWN OF HAMMONTON
(724M0101 to 724M0102)
NJDOT JOB NO.: 5513319**

SPECIFICATIONS. The compilation of provisions and requirements for the performance of prescribed work contained in the Standard Specifications, Special Provisions, and Electrical Materials Specifications as modified by addenda.

No.:	Description:	No. of Pages.:
1.	<u>Notice of Standard Specifications.</u> The term “Standard Specifications” means the 2019 Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, which has been approved for general application and repetitive use.(See Below *) http://www.state.nj.us/transportation/eng/specs/2019/Division.shtml	1
1.1	<i>*Notice for Baseline Document Changes</i> http://www.state.nj.us/transportation/eng/documents/BDC/	“—”
2.	<u>Special Provisions:</u> Revisions to the Standard Specifications applicable to an individual project. These are project specific specifications, non-standard specifications, and requirements for the performance of prescribed work which, in addition to the Standard Specifications, is part of the Contract documents.	-
2.1	<i>Scope of Work</i>	2 (SOW)
2.2	<i>County’s Special Provisions.</i>	38 (CSP)
2.3	<i>Special Provisions for Proprietary Items:</i> THIS SUBSECTION IS NOT APPLICABLE TO THIS PROJECT AND IS INTENTIONALLY LEFT BLANK	
2.4	<i>Special Provisions for State Aid Projects</i> (Five (5) Attachments)	30 (20)

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1. Notice of STANDARD SPECIFICATIONS

2019 NJDOT Standard Specifications

Can be found on NJDOT website at:

<http://www.state.nj.us/transportation/eng/specs/2019/Division.shtml>

1.1 Notice of Baseline Document Changes (B.D.C.):

Baseline Document Changes

Baseline Document Change (BDC) Announcements are notices that a Baseline Document has been modified in part or in whole. A Baseline document is defined as any official document that has gone through an initial approval process and was approved for use as intended. Thus a BDC is an alteration to or rewriting of any officially approved document. New documents are also announced with a BDC.

For additional BDC's to the 2019 specs that are not covered in these documents:

<http://www.state.nj.us/transportation/eng/documents/BDC/>

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2.1 SCOPE OF WORK

The project involves the resurfacing of Third Street (Co. Rt. 724) – Sections 1A-1B in Hammonton, by Milling and resurfacing with: HMA Base Course 2" Thick and HMA Surface Course 2" Thick. Improvements where necessary include: replacement of curbing, driveways, sidewalk, handicap ramps, drainage structures, traffic striping/markings/symbols, raised pavement markers, signage, and all other items shown on the project plans.

The depth of the storm sewer shown on the plans is from the surface grade to the invert of the pipe line. It is the contractor's responsibility to call before they dig, and if needed perform test pit excavations to determine actual dimensions and locations of utilities. If a conflict is found with the proposed improvements the contractor may be allowed, with the County Engineer's approval, to use if and where directed pipe material and/or adjust inverts to avoid utility relocation and contract down time. If not allowed then it will be the contractor's responsibility to coordinate with the utility companies for the relocation of underground facilities.

Major work items: "HMA Milling, Variable Depth", "Hot Mix Asphalt 12.5M64 Base Course 2" Thick" and "Hot Mix Asphalt 12.5ME Surface Course 2" Thick" will be allowed in only one direction of travel of the County Roadway at a time, unless otherwise approved by the County Engineer. Traffic may be detoured if necessary as per the traffic control plan or an alternating traffic scheme may be used. Each phase of work must be scheduled to complete HMA base paving prior to the end the work week.

There will be no separate payment for the contractor's following responsibilities:

- Mobilization related to the proposed improvements.
- Horizontal and vertical adjustments of utility facilities affecting the installation of the proposed improvements.
- Coordination with the applicable utility companies regarding the above mentioned adjustments.
- Restoration of grass areas with topsoil, fertilizer, and seed type A-3 as a direct result of incidental disturbance from construction activities.
- Construction layout.
- Soil erosion and sediment control.
- Obtain a Highway Occupancy Permit to erect construction signs on State Highways.
- All traffic control or detours shall be Coordinated with local businesses and residents within project limits, Atlantic County Engineer's Office, local police department, fire department, school, and public transportation agencies (i.e. Bus routes, Caring Adult Day Care transportation, etc).
- All other items noted on the project plans and described in the project specifications.

Contractor shall verify all dimensions and existing conditions in the field prior to the start of construction. Any errors and/or discrepancies shall be brought to the attention of the Engineer immediately.

The Contractor shall be responsible for the location and preservation of underground, aerial, and surface utilities and structures at or adjacent to the site of construction and it shall be at their own expense to repair or replace anything that they damage.

The Contractor shall be responsible for the removal of all excess materials from the project site.

(Continue on Next page)

It is the Contractor's responsibility to ensure that all work will comply with the 2019 NJDOT Standard Specifications and Details, as amended.

The manufacturer's specifications and submittals will become part of these specifications when submitted by the Contractor and approved by the Engineer.

The above Scope of work outlines the general items and distribution of work and shall not be construed as being all inclusive.

*The Plans entitled "Third Street (C.R. 724) - Sections 1A-1B", County Project No.: HWY-724M-47-2017-026," with revisions related to Drainage As-built and **Addendum No. 1** "Safe Routes to Schools (SRS)" which also includes an additional "S.R.S. Construction Plan"; are appended hereto and are made part of these specifications and original bid package.*

County of Atlantic Department of Regional Planning & Development



2.2 COUNTY'S SPECIAL PROVISIONS

**FOR THE RESURFACING OF
THIRD STREET (CR 724) SECTION 1A & 1B
IN THE TOWN OF HAMMONTON**

(724M0101 to 724M0102)

NJDOT JOB NO.: 5513319

COUNTY OF ATLANTIC

Dennis Levinson
County Executive

Mark V. Shourds
County Engineer

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (“NJDOT Specifications”) as amended herein will govern the construction of this Project and the Contractor’s performance of the Work. Such provisions shall be deemed incorporated herein by reference, subject to the modifications set forth below. Unless specifically stated otherwise, the NJDOT Specifications shall be deemed to be in addition to any similar provision set forth in the Instruction to Bidders or other sections of the Contract Documents

References to the “State” or “Department” in the NJDOT Specifications shall be construed to mean the County, except in matters related to State review, oversight, inspection or approval of the Work or other matters that are by law or general practice reserved to the State. The term “Resident Engineer” in the NJDOT Specifications shall be construed to mean the County Engineer or his designee.

DIVISION 100 – GENERAL PROVISIONS

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01, through 102.03

SUBSECTIONS ARE DELETED.

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

REMOVE THE THIRD AND FOURTH PARAGRAPH OF THIS SECTION

1. Evaluation of Subsurface and Surface Conditions.

THE FOLLOWING IS ADDED:

- a. **Subsurface:** Boring logs, for design purposes only, are as follows:

PROJECT: Pre-Construction Roadway Cores, CBR's
Third Street (CR 724)
Between Wood Street and Camden County Line
Town of Hammonton, Atlantic County, New Jersey
Atlantic County File: HWY-724M-47-2017-026

CTL No. 815079

Report Date: January 18, 2019

Asphalt Coring Performed: January 4, 2019

Lab Tests Performed: Asphalt Pavement Thickness, Subbase & Subgrade Investigation

Lab Technician(s): R. Barrett, J. Veach

ASPHALT CORE, SUBBASE & SUBGRADE TEST RESULTS

Core No.	Planned Location (offset)	Actual Location (offset) *	Asphalt Thickness (in)**	Subbase Thickness (in) +	Subgrade Plate No. ++
C-1	Sta. 19+50 (CL)	As Proposed	4.05	NE	PSA-1
C-2	Sta. 23+75 (6' LEFT)	As Proposed	3.65	NE	
C-3	Sta. 28+75 (8' LEFT)	As Proposed	8.28	NE	PSA-2
C-4	Sta. 32+60 (8' RIGHT)	As Proposed	7.87	NE	
C-5	Sta. 45+15 (CL)	As Proposed	3.26	NE	PSA-3
C-6	Sta. 63+65 (CL)	As Proposed	2.61	NE	

2. Utility Agreements.

No utility agreements exist. Existing utilities that are to be relocated are as identified in the Contract Plans based on information available during design. Prior to commencement of any construction activities, the Contractor shall be responsible for identifying all utilities within the limit of the project and relocating utilities that are marked to be relocated in the Contract Plans or otherwise conflict with proposed construction. The Contractor is responsible for coordinating any utility relocation work with the respective utility owner in a timely manner to complete the proposed within schedule.

3. Existing Plans and As-Built.

The Contractor may contact the County to obtain a copy of available existing plans and as-built plans.

All existing conditions and dimensions shown in the Contract Plans are based on the best available information and are approximate only and are not guaranteed to be accurate. The Contractor shall be responsible for taking all necessary field measurements and verifying the accuracy of the existing conditions and dimensions.

Submission of a bid is confirmation that the Bidder has made an independent evaluation and examination and is fully aware of the requirements of the Contract, including all restrictions. Further, the Bidder warrants that the bid prices include all costs to complete the Work.

Submission of a bid is confirmation that the Bidder has made an independent evaluation and examination and is fully aware of the requirements of the Contract, including all restrictions. Further, the Bidder warrants that the bid prices include all costs to complete the Work.

102.07

SUBSECTION IS AMENDED TO DELETE REFERENCE TO USE OF THE DEPARTMENTS' ELECTRONIC BIDDING WEBSITE. BIDDERS SHALL USE ALL BID FORMS AND FOLLOW ALL BID SUBMISSION INSTRUCTIONS AS SPECIFIED BY THE INSTRUCTION TO BIDDERS SET FORTH ABOVE.

THE ENTIRE SUBSECTION IS REPLACED WITH THE FOLLOWING:

The bid is the completed Proposal documents that are submitted by the Bidder to the Department at the time for the opening of bids. The Bidder shall include all addenda in the bid. The Bidder shall specify a price in numerals for each Item. The Bidder shall insert the price in the box provided for the lump sum Item under the column designated as "Amounts." For unit price Items, the Bidder shall insert the per unit price under the column designated "Unit Price" in the appropriate box at the location provided therefore.

When the Bidder intends to bid zero (\$0.00) for an Item, the Bidder shall insert a "0" in the "Unit Price" and "Amounts" columns for unit price Items or in the "Amounts" column for lump sum Items. No pay items shall be left blank.

The only entries permitted in the bid are the unit or lump sum prices for Items to be bid. The Bidder shall check the bid before submission.

102.08 BALANCED BIDS

THE ENTIRE SUBSECTION IS CHANGED TO:

The Bidder shall reflect in the bid price for each Item the cost the Bidder anticipates incurring for the performance of that Item, together with a proportional share of the Bidder's anticipated profit, overhead, and costs to perform work for which no Item is provided. In no event will the County consider any claim for additional compensation arising from the bid on an item, or group of items, inaccurately reflecting a disproportionate share of the bidder's anticipated profit, overhead, and other costs.

102.09 Through 102.12

THESE SUBSECTION ARE DELETED. BIDDERS SHALL COMPLY WITH BID INSTRUCTIONS AND GENERAL CONDITIONS

SECTION 103 – AWARD AND EXECUTION OF CONTRACT *THIS SECTION SHALL BE REPLACED BY THE FOLLOWING*

103.01 AWARD OF CONTRACT

If partially or wholly funded by State or Federal Aid then no Construction shall start before approval of said award by the New Jersey Department of Transportation, and then only as specified in 108.02. *The Award shall be made subject to the approval of the County of Atlantic Board of Chosen Freeholders and the Concurrence of the New Jersey Department of Transportation.* (Note: Award procedures of contract shall be made as set forth in the General Conditions.)

103.02 CANCELLATION OF AWARD

The County reserves the right to cancel an Award or Conditional Award at any time before the execution of said Contract by all parties without incurring any liability of any kind.

103.03 RELEASE OF PROPOSAL BOND

All deposits shall be released, in accordance with the Bid Instructions and General Conditions.

103.04 EXECUTION OF THE CONTRACT

103.04.01 Contract Procedures

Every successful Contractor shall be required to sign the standard County form contract, a copy of which attached herewith, in accordance with the Bid Instructions and General Conditions.

Simultaneously with the delivery of the executed Contract, the successful Bidder shall be required to furnish the County with an executed Performance Bond of a Surety Company authorized to transact business in the State of New Jersey in the sum equal to the full amount of the contract, in accordance with the Bid Instructions and General Conditions.

103.04.02 Drawings and Specifications Furnished

All items bid shall be inspected by a representative of the requisitioning department upon delivery to ascertain compliance with the specifications. Items not in compliance with the specification shall be rejected, and the bidder shall comply with the specification or the County shall take remedial measures to assure compliance.

103.04.03 Contractors, Subcontractors, and Vendors

Contractors, subcontractors and vendors shall be subject to the provisions set forth in the Bid Instructions and General Conditions.

The successful Bidder as well as its subcontractors and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due Pursuant to the "Sales and Use Tax Act" P.L.1966,c.30(C.54:32B-1et seq.) On all their sales of tangible personal property delivered into the state of New Jersey.

103.04.04 Laws and Regulations

Contractors, subcontractors and vendors shall comply with and be subject to the provisions of all applicable laws and regulations, set forth in the Instructions to Bidders and other Contract Documents.

103.04.05 Hold Harmless

Successful bidder(s) shall indemnify and save and keep harmless the County of Atlantic as set forth in the Instructions to Bidders and other Contract Documents.

SECTION 104 – SCOPE OF WORK

104.03 CHANGES TO THE CONTRACT

PROVISIONS INCORPORATED HEREIN SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR WAIVE PROVISIONS AND REQUIREMENTS REGARDING CHANGES AND MODIFICATIONS SET FORTH IN THE GENERAL CONDITIONS OR OTHER PROVISIONS OF THE CONTRACT DOCUMENTS

104.03.04 Contractual Notice

SECOND PARAGRAPH'S LIST ITEM 4. IS CHANGED TO:

4. If the change will or could affect costs to the County, then a written estimate for the change shall be required. If the Contractor fails to provide an estimate of the proposed change that is acceptable to the County Engineer in a timely manner, and in no event more than thirty days after the events or conditions giving rise to the change occur, are discovered or were reasonably discoverable, then the County reserves the right to terminate or suspend the project, or portions thereof that are the subject of the change, with no compensation to the Contractor. Such termination or suspension shall be in addition to any other right or remedy that may be available under the Contract Documents. In the event that the Contractor proceeds with the provision of work materials that are claimed to be change in the Contract Documents, failure of the Contractor to make application for change as set forth in the contract documents shall constitute of waiver for such claims.

SECTION 105 – CONTROL OF WORK

PROVISIONS INCORPORATED HEREIN FROM SECTION 105 SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR WAIVE PROVISIONS AND REQUIREMENTS REGARDING AUTHORITY OF THE COUNTY AS SET FORTH IN THE GENERAL CONDITIONS OR OTHER PROVISIONS OF THE CONTRACT DOCUMENTS.

105.01.02 Inspection

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

In addition to inspection, laboratory testing will be provided by the County. Inspectors under the jurisdiction of the County Engineer shall be present to inspect the work.

These Inspectors shall be paid by the County, however, should the need arise where the **Contractor** chooses to work (with the County's permission) at night, on weekends, on State holidays or at any other times other than normal working hours for construction jobs (nine hour days), then the **Contractor** shall assume responsibility for paying the inspection costs, including overtime charges, at rates established by the County Engineer. All additional costs shall be paid directly to the County who will then pay the inspector.

The Contractor shall be responsible for notifying the inspector of day-to-day work schedules. **However, if the Contractor fails to notify the inspector of any job cancellation, then the Contractor shall be responsible for paying four (4) hours of any inspection costs, including laboratory testing.**

THE FOLLOWING SUBSECTION IS ADDED:

105.01.04 COUNTY ENGINEER

If the Contractor fails or neglects to do any part of the work, as specified or as directed by the County Engineer or inspector, then in that case all other work shall be discontinued on notice from the County Engineer to the Contractor or to the superintendent or foreman in charge of the work for the Contractor until such time as the work not approved has been done to the satisfaction of the County Engineer and the Contractor will not be entitled to nor allowed any compensation or extension of time for such discontinuance or suspension of the work.

Should any difference arise between the contracting parties as to the meaning or intent of the specifications, the County Engineer's decision is to be the final and conclusive. The work is to be done according to the direction of the County Engineer and the Inspector and if any material they do not approve of is brought on the project, it is to be removed at the expense of the Contractor.

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.02 Superintendent

THE FOLLOWING IS ADDED:

The Contractor shall be present on the job site during all working hours or be represented by a competent Superintendent who is satisfactory to the Engineer.

THE FOLLOWING NEW SUBSECTION IS ADDED:

105.02.06 Public Convenience and Safety

The Contractor shall, prior to commencement of the Work, distribute to all the properties along this road a "Construction Notice", a statement that the County will supply regarding the work that will take place for this project.

Conduct work and place the materials to be used as to cause as little obstruction as possible to the traveling public. All driveways and portions of highways adjoining the roadway under construction shall not be obstructed more than is absolutely necessary.

Take all steps necessary to provide for the protection of private property in the vicinity of the construction site, such as, but not limited to, windows, driveways, lawns and shrubs. Any damage caused to the property of third parties by the Contractor's operations must be repaired at the Contractor's expense.

THE FOLLOWING NEW SUBSECTION IS ADDED:

105.02.07 Public Convenience and Safety

The Contractor shall, prior to commencement of the Work, distribute to all the properties along this road a "Construction Notice," a statement that the County will supply regarding the work that will take place for this project.

Conduct work and place the materials to be used as to cause as little obstruction as possible to the traveling public. All driveways and portions of highways adjoining the roadway under construction shall not be obstructed more than is absolutely necessary.

Take all steps necessary to provide for the protection of private property in the vicinity of the construction site, such as, but not limited to, windows, driveways, lawns and shrubs. Any damage caused to the property of third parties by the Contractor's operations must be repaired at the

Contractor's expense.

105.04 PLANS AND SPECIFICATIONS

THE FOLLOWING IS ADDED:

The County will furnish plans and/or Special Provisions. In case of discrepancy, County Special Provisions will govern over State or Federal Aid Special Provisions.

105.05 WORKING DRAWINGS

THE FOLLOWING IS ADDED:

Submit pre-construction video and pictures to the County. Submit a compact disk (CD) that has on it a digital movie of the roadway and digital pictures of each property upon which work is being performed in close proximity to the adjacent property, or may have ornamental shrubs, trees, driveways or other items which may or may not be moved by the construction work. The digital movie and pictures shall be given to the Atlantic County Engineers Office to view for contents prior to the start of work.

Preliminary working drawings can be submitted electronically. Upon approval, Contractor shall issue hardcopies (4 sets of working drawings for the review and approval of the County Engineer). County Engineer or RE shall promptly review the working drawings for conformance with the design concept and for compliance with information in the Contract documents

105.07 COOPERATION WITH UTILITIES

105.07.01 Working in Vicinity of Utilities

A. Initial Notice.

THE FOLLOWING IS ADDED:

Attention of bidder is directed to the fact that the Contractor is responsible to ascertain the location of any existing utilities and telecommunications lines prior to any excavation work.

Before starting any work, the Contractor shall notify all Utility Companies operating in the area and in addition notify the Underground Location Service, phone no. 1-800-272-1000.

Locate the natural gas main, telephone, telecommunications, and water mains along the roadway prior to digging any holes or installing new guiderail or storm drains. Plans do not identify utility locations accurately, thus requiring full mark-out.

No work shall commence until the utility lines are fully marked-out and test pits performed to determine horizontal and vertical locations, throughout. Limits of cut shall be modified by Engineer, as a result of test pits, at no extra cost to the Owner.

Locate and mark-out any natural gas mains along the work zone. Contact S. J. Gas Company prior to mobilization to locate any mains or services that are not shown on the plans.

B. Locating Existing Facilities.

THE FOLLOWING IS ADDED:

The corporations, companies, agencies, or municipalities owning or controlling the utilities, and the name, title, address, and telephone number of their local representative are as listed below:

<p>Attn: Bob Mayeux, Construction Supervisor COMCAST Cable (Atlantic Co Area) 901 W. Leeds Avenue (04/23/08) Absecon, NJ 08201</p> <p>bob_mayeux@cable.comcast.com</p>	<p>Attn: Mike Brown, Project Manager SPRINT Nextel Long Distance Division 484 Williamsport Pike, Box 113 (05/20/08) Martinsburg, WV 25404</p> <p>Michael.P.Brown@sprint.com</p>
<p>VERIZON - NJ Attn: James Moore Verizon Engineering Southern District 10 Tansboro Rd. Flr. 2 Berlin, NJ 08009</p> <p>james.m.moore@verizon.com</p>	<p><u>VERIZON</u> Jennifer P. Young/Gerard Cruz External Affairs Field Director Southern New Jersey Verizon Communications 24 Curtis Avenue, Second Floor Woodbury, NJ 08089</p> <p>jennifer.p.young@verizon.com james.m.moore@verizon.com VZNJENGSSOUTH@verizon.com</p>
<p>Attn: William Driscoll AT&T 17 Cable Road Tuckerton, NJ 08087</p>	<p>Robert (Bob) V. Wolcott/David Darcy Senior Supervising Engineer or Ken Mosca Atlantic City Electric-Pleasantville Operations 2542 Fire Road Egg Harbor Twp., NJ 08234</p> <p>robert.wolcott@atlanticcityelectric.com david.darcy@atlanticcityelectric.com</p>
<p>Attn: Jonathan Oliva, Manager, Engineering & Planning Standards South Jersey Gas Company 1 South Jersey Plaza Folsom, NJ 08037</p> <p>joliva@sjindustries.com</p>	<p>Attn: Tim Green/Richard Heim Operations Supervisor New Jersey American Water Company 3215 Fire Road Egg Harbor Township, NJ 08234</p> <p>Richard.heim@amwater.com</p>
<p>Attn: Tom Ganard, P.E. Atlantic County Utilities Authority 6700 Delilah Road Egg Harbor Township, NJ 08234</p> <p>gpetitt@acua.com</p>	<p>Attn: Frank Zuber, Municipal Clerk Town of Hammonton 100 Central Avenue Hammonton, NJ 08037</p>
<p>Attn: Anthony DeCicco, Superintendent Municipal Utilities Town of Hammonton 100 Central Avenue Hammonton, NJ 08037</p>	

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

E. Damage.

THE FOLLOWING IS ADDED:

The Contractor is hereby notified that the safety of all utility structures encountered in the work is his responsibility and all damage caused by his operations must be repaired at his expense

105.07.02 Work Performed by Utilities

THE FOLLOWING IS ADDED:

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

The Contractor shall be responsible for having and coordinating the resetting, relocation and modification of the various utilities, which may conflict with the proposed construction plans. There shall be no additional cost to Atlantic County for this work. The cost will be included in the various pay items in the proposal.

105.08 ENVIRONMENTAL PROTECTION

THE FOLLOWING IS ADDED TO THE SUBSECTION:

- 5. Control of Soil Erosion and Water Pollution.** The Contractor shall be responsible for cleaning out all the existing inlets after the paving has been completed.
- 6. Control of Noise and Air Pollution.** The Contractor shall be responsible for adhering to the NJDOT Specifications regarding noise abatement as well as erosion and dust control measures during the duration of the construction activities.
- 7. ENVIRONMENTAL COMMITMENTS.** In addition to the measures required to comply with the N.J.D.P.E.S. storm water requirements proposed as part of the project, the following must be done.
THE FOLLOWING IS AN EXCERPT FROM AN APPROVED C.E.D. DATED 5/2/2019:

K. Environmental Commitments (refer to MOA stipulations or other conditions noted in Section applicable; permit conditions, etc.):

1. Implement soil erosion and sediment control measures during construction, if necessary.
2. Disposal and/or unintentional discharge of man-made materials and construction debris is prohibited in environmentally sensitive areas, including open space. Best Management Practices (such as inlet protection and periodic clean out of debris) will be utilized during construction to prevent sediment and debris from entering the stormwater inlets and environmentally sensitive areas.
3. Staging and storage of all vehicles, equipment, and materials will be limited to only existing surfaces. Construction staging activities (including storage of equipment, vehicles, and materials) are prohibited in the environmentally sensitive areas, including open space. If the contractor wishes to use these areas or access these areas for any reason, all appropriate permits and approvals must be obtained prior to such use.
4. Eco-compliant inlet grates and inlet curb pieces will be installed or replaced where inlets currently meet NJPDES requirements.
5. Implement standard measures for construction related noise and air quality impact control.
6. Any public notifications for this project need to account for linguistically isolated populations in the project area.
7. **The project sponsor is responsible for coordinating with the Pinelands Commission to determine whether written concurrence must be obtained before proceeding.**
8. If there are any changes to the proposed activities, the changes must be re-evaluated by the NJDOT Bureau of Environmental Program Resources (BEPR) to determine the need for additional regulatory compliance. This may require coordination with regulatory agencies.

SECTION 106 – CONTROL OF MATERIAL

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

THE FOLLOWING IS ADDED:

The Contractor shall unload all approved materials promptly upon their arrival and transport them to the site of the work and he shall pay any or all damages or other charges incurred by failure to unload materials within the time allotted therefore by the transportation companies. However, no seals shall be broken until they are examined by the County Engineer or his representative.

106.05 MATERIALS, INSPECTIONS, TESTS, AND SAMPLES

THE FOLLOWING IS ADDED:

The County will perform materials testing for NJDOT compliance for all major items associated with this project.

106.06 PLANT INSPECTION

THE FOLLOWING IS ADDED:

The Contractor hereby agrees through its sub contractual agreements, with their suppliers, to grant access to the County's materials testing technicians.

SECTION 107 – LEGAL RELATIONS

THE FOLLOWING SUB-SECTIONS ARE HEREBY CHANGED AS FOLLOWS:

107.06 PERSONAL LIABILITY OF PUBLIC OFFICIALS

THE LAST SENTENCE IS CHANGED TO:

There shall be no liability upon the County Executive or the Board of Chosen Freeholders of the county or counties and the governing body of the municipality or municipalities within the limits of the project either personally or in an official capacity.

107.11.02 General Insurance

THIS ENTIRE SUB-SECTION IS DELETED; REFER TO THE INS SECTION OF THE PROPOSAL.

107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

THIS ENTIRE SECTION IS DELETED, REFER TO THE GENERAL CONDITIONS AND CONTRACT DOCUMENTS FOR THE CONTRACT CLAIMS RESOLUTION PROCESS

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

THE ENTIRE SUBSECTION IS REPLACED WITH THE FOLLOWING:

In no event shall the Contractor be entitled to an extension of time or an increase in compensation due to change in the Work that exceeds the actual and reasonable costs directly resulting from such change.

The total changes sought by the Contractor shall not exceed the amounts allowed by force accounts established hereunder.

The Contractor shall bear the duty and responsibility to prove that it has complied with the contract, and that it is entitled as matter of law and or equity to any excess payments.

SECTION 108 – PROSECUTION AND COMPLETION

PROVISIONS INCORPORATED HEREIN SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR WAIVE PROVISIONS AND REQUIREMENTS REGARDING SUBCONTRACTING AS SET FORTH IN THE GENERAL CONDITIONS OR OTHER PROVISIONS OF THE CONTRACT DOCUMENTS.

108.01 SUBCONTRACTING

THE FOLLOWING IS ADDED:

All subcontractors for the project must be listed with the bid forms provided in the bid documents.

Should the need arise to change subcontractors, the following must be adhered to prior to changing subcontractors:

1. The request for change of subcontractors must be in writing and submitted to the Office of the County Engineer along with copies of agreements between the general Contractor and the existing subcontractor and the proposed agreement between the general and replacement subcontractor.
2. The reason for the change in subcontractors must be presented in the request to change subcontractors. The request must also note any potential savings or additional cost that may be derived as a result of the change. This request will be reviewed by the County Engineer,

the Director of the Division of Wage & Hour Compliance, and then County.

3. The general Contractor will be notified in writing with the result of the finding of their request.
4. No subcontractors shall be permitted to work on the project until express written consent is provided at the request of the County.

108.02 COMMENCEMENT OF WORK

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Insurance certificates shall be provided with the executed Contract.

SUBPART 4. IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in Section 153.03.

108.04 WORK SITE AND STORAGE

THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS SECTION ARE SUBJECT TO AND SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE TERMS, CONDITIONS AND REQUIREMENTS OF THE TEMPORARY CONSTRUCTION EASEMENTS AND OTHER AGREEMENTS REFERRED TO ABOVE IN THE GENERAL CONDITIONS.

108.10 CONTRACT TIME

- A. Complete all work required for Substantial Completion in 90 calendar days.
- B. Achieve Completion in 15 calendar days.

As per section 101.03 TERMS:

Completion is achieved when all of the following have occurred:

- 1. The Work has been satisfactorily completed in all respects according to the Contract.*
- 2. The Project is ready for use by the Department (County) as required by the Contract.*
- 3. The Contractor has satisfactorily executed and delivered to the RE all documents, certificates, and proofs of compliance required by the Contract including the Notice of Completion.*

- C. After achieving Completion, the Contractor must Submit Final Project Documents in 60 calendar days.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

LIST ITEM NUMBER 1.'S FIRST PARAGRAPH IS CHANGED TO:

1. Fails to begin construction operations within 10 days of execution of the Contract.

108.15 TERMINATION OF CONTRACT

THIS ENTIRE SECTION IS DELETED, REFER TO THE GENERAL CONDITIONS AND CONTRACT DOCUMENTS FOR THE TERMINATION OF CONTRACT

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subpart A of Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$ 1,500.00.
- B. For each day that the Contractor fails to achieve Completion as specified in Subpart B of Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$ 1,000.00.
- C. For each day that the Contractor fails to submit Final Project Documents in Subpart C of Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$ 500.00.

THE FOLLOWING IS ADDED:

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

108.21 WARRANTIES

THE FOLLOWING IS ADDED:

The Contractor shall provide at completion of the project a **TWO YEAR maintenance guarantee** from date of project acceptance, equal to ten percent of the final cost of construction. In the alternate, the Contractor shall demonstrate that the performance bond guarantees both performance of the contract work and maintenance of the project for one year from date of acceptance.

SECTION 109 – MEASUREMENT AND PAYMENT

PROVISIONS INCORPORATED HEREIN SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR WAIVE PROVISIONS AND REQUIREMENTS REGARDING PROGRESS PAYMENTS AND PAYMENT APPLICATION REQUIREMENTS, AS SET FORTH IN THE GENERAL CONDITIONS OR PROVISIONS OF THE CONTRACT DOCUMENTS.

109.01 MEASUREMENT OF QUANTITIES

THE FOLLOWING IS ADDED

The contractor shall take elevations on both edge of pavements and the centerline after the HMA Base Course has been laid. These elevations shall be reviewed with the field inspector and a hard copy supplied to the County Engineer. This is to verify that the base course conforms to the plan grades.

109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

109.05 ESTIMATES

THE FOLLOWING SENTENCE IS ADDED TO THE FIRST PARAGRAPH:

All partial payments by monthly estimate will be processed prior to acceptance. Final payment will be made as specified in Subsection 109.11

THE FOLLOWING SENTENCE IS ADDED TO THE NINTH PARAGRAPH:

All monies retained subsequent to the first estimate following Substantial Completion may be released as specified in Subsection 109.11.

THE FOLLOWING SUBPART IS ADDED:

109.05 ESTIMATES

All partial payments by monthly estimate will be processed prior to acceptance. Final payment will be made as specified in Subsection 109.11 and General Conditions.

109.05.01 Partial Payments

Monthly payments will be made for materials placed and work completed subject to a 2% retainage, based on estimates to be prepared as of the 1st and 15th of each month by the Contractor and submitted to the County Engineer for his approval.

If a consultant inspector (RE) is assigned to the project, the estimate must be submitted to the inspector in charge for his/her review and approval by the 1st and 15th of each month, at which time, the consultant inspector shall have no more than 3 working days to confirm and approve said estimate. Once the estimate has been approved by the consultant inspector, the County Contract Administrator will prepare the paperwork necessary for payment of the estimate and forward same to the County Purchasing Agent for processing. Upon completion of the entire work covered by the specifications, and after final approval by the consultant inspector and the County Engineer, the Contractor shall, in like manner, submit his/her final estimate for approval and payment.

If necessary, a change order will be prepared by the County Contract Administrator for approval of the Consultant Inspector, County Engineer and Board of Freeholders. Once approved, a final payment will be prepared to include any change order costs as well as the cumulative retainage, which shall not exceed 2% of the total contract amount.

109.08 AS-BUILT QUANTITIES

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

The Resident Engineer may from time to time, before Substantial Completion, prepare as-built quantities and incorporate these quantities into monthly estimate certificates through an appropriate Field Order or Change Order. Such interim as-built quantities are subject to recalculation in completion of the Final Certificate.

109.10 CONTRACTOR'S COMPLIANCE WITH N.J.S.A. 34:11-56.25, *ET SEQ.*

All statutory references and requirements, which pertain only to the state, shall be construed to mean corresponding statutory provisions applicable to counties.

109.11 FINAL PAYMENT AND CLAIMS

THE FOLLOWING IS REVISED AS FOLLOWS:

Upon receipt of such written approval and release of a surety corporation bond as warranty against defective work, the county engineer will certify the completed project and recommend acceptance to the county executive and the board of chosen freeholders. Payment will be made in accordance with county policy following final acceptance.

The Final Certificate may result in either a Final Payment to the Contractor or a credit (payment) due the Department. After Acceptance and the as-built quantities are finalized, the RE will process an Estimate and the Department will issue the Proposed Final Certificate to the Contractor.

Within 30 days after receiving this Proposed Final Certificate, submit a release or conditional release to the Department on a payment voucher provided by the Department. If the Contractor has no reservation of claims and accepts the Proposed Final Certificate, provide a written release stating the following:

In consideration of the above payment, I hereby release the County of Atlantic, the County Engineer, the Engineering Department, their agents, officers, and employees from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the Work.

If the Contractor has a reservation of specific claims, but otherwise has released all claims not specifically reserved and accepts the Proposed Final Certificate, state the following:

In consideration of the above payment, I hereby release the County of Atlantic, the County Engineer, the Engineering Department, their agents, officers, and employees from all claims and liability of whatsoever nature for anything done or furnished in any manner growing out of the performance for the Work except for _____.

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 as specified in 107.12 and not previously resolved. If the Contractor reserves claims, proceed as specified in 107.12. The Contractor waives all claims for which the required notice has not been filed with the Department.

The Contractor's failure to submit written release or conditional release within said 30 days constitutes acceptance of the Proposed Final Certificate without exception and a waiver of all claims.

Upon receipt of the Contractor's written acceptance of the Proposed Final Certificate without exception or conditional release, or when the Contractor fails to provide written acceptance of the Proposed Final Certificate within 30 days of issuance, the Department will pay the entire sum due there under as provided by the N.J.S.A. 52:32-32, *et seq.*, provided the Final Certificate indicates a payment is due the Contractor. However, where the Final Certificate indicates a credit

(payment) is due the Department, the Contractor shall remit said credit (payment) to the Department.

If the Contractor fails to remit the credit due the Department, as indicated on the Proposed Final Certificate, within 30 days of issuance of the Proposed Final Certificate, the Department has the right to recover the credit from the Contractor.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS DELETED AND REPLACED WITH:

A PERFORMANCE BOND is REQUIRED, but is NOT a pay item. Cost shall be included the costs in the various Items in the Proposal.

SECTION 152 - INSURANCE

THIS ENTIRE SECTION IS DELETED, REFER TO THE INS. SECTION OF THE PROPOSAL

SECTION 153 – PROGRESS SCHEDULE

153.03 PROCEDURE

153.03.01 Progress Schedule and Updates

THE FOLLOWING NEW SUBSECTION IS ADDED:

153.03.04 Limitation of Operations.

All work that is performed shall be coordinated with the RE and is subject to performance only during the permissible work hours listed herein and/or those provided by Atlantic County and the Municipality during the Contract.

The Contractor is to maintain access to the properties around the project site at all time. The Contractor shall minimize the duration of any temporary access restriction that may be required and shall provide advance notices to the property owners that may be affected.

1. Three Day Holiday Weekend(s)
 - a. For Holidays listed in the table below that fall on “Saturday thru Monday” Work is prohibited, due to Holiday weekend, starting on Friday. Work cannot resume until after 9:30 a.m. on Tuesday.
 - b. “Friday thru Sunday” All work on Thursday must be cleared and ready for traffic by 3:00 p.m. Work may resume on Monday, however lane closures or detours will not be allowed until after 9:30 a.m.
 - c. If work extends to other holiday(s) similar types of conditions will apply.

Easter Sunday

Memorial Day
July 4 th
Labor Day
Election Day
Thanksgiving Day
Christmas Day
New Years Day

153.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS DELETED AND REPLACED WITH:

PROGRESS SCHEDULES AND UPDATES are not included in the Proposal; include the costs in the various Items in the Proposal.

SECTION 154 – MOBILIZATION

154.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS DELETED AND REPLACED WITH:

MOBILIZATION is not included in the Proposal; include the costs in the other various other Pay Items in the Proposal.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 Construction Layout

THIS SUBSECTION IS DELETED AND REPLACED BY THE FOLLOWING:

The Contractor shall provide all Work required in connection with the layout for construction of the Project, using the control points and data furnished by the Engineer. All Work must be performed under the supervision of a New Jersey Licensed Land Surveyor.

The Contractor shall furnish all necessary qualified personnel and adequate equipment to preserve such controls as well as other existing monumentation throughout the duration of the Contract and shall lay out all of the lines and grades necessary for the complete construction of the Project in accordance with the plans, or as directed by the Engineer.

The Contractor shall provide the Engineer with copies of all calculations and staking data at least two Working Days before the use of said stakeout information. The survey notes and data shall include, but not be limited to, field notes that were used to establish and set construction stakes, field notes for the alignment, horizontal, and vertical project control, and field notes to document the easement and the monument location.

The Contractor shall be responsible for the preservation of all control points furnished by the County for its use in staking out the Work, as well as that of existing property monumentation in the area of the construction Work. If such control points or other existing monumentation are damaged, lost, displaced, or removed, they shall be reset immediately by the Contractor's licensed Land Surveyor at no cost to the County.

The Contractor shall be held responsible for the maintaining the points it has established. Any error or apparent discrepancies found in the Plans or Specifications shall be called to the Engineer's attention in writing for interpretation before proceeding with the Work.

The Contractor shall be responsible for the finished Work conforming to the lines and grades called for on the Plans, and the Contractor shall correct all errors caused by its personnel at no cost to the County.

Separate payment will not be made for surveying and construction layout. All costs thereof shall be included in the prices bid for the various Pay Items scheduled in the proposal.

It is the Contractors responsibility to layout formwork for the installation of driveways, islands, sidewalk and curb ramps. Curb ramps and sidewalk that are constructed not in compliance with ADA accessibility requirements including maximum running slopes, maximum cross slopes, landing area location and size, diverging sidewalk drop off protection, blended transitions, blended transition running slopes and cross slopes, flare width, grade breaks and grade break direction, clear space size and location, will not be accepted.

157.03.03 Monument Box

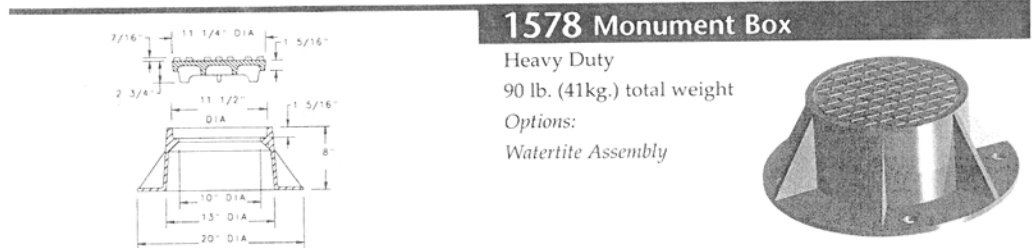
THE FOLLOWING IS ADDED:

For item description "Monument Box", see the description below.

All work to install monument box shall include, but not be limited to the following:

1. Prior to construction, prepare a location plan of existing monument certified by a NJ licensed Land Surveyor (with ties). From this information determine if monument will have to be reset/lowered due to proposed grade change or preserved in place (prior to being covered with frame and grate).
2. Reset/lower monument as needed; or if preserved in place check location to ensure monument hasn't moved due to construction activities.
3. Monument box installation:
 - a. The monument box frame:

Anchor Bolt Type monument, such as #1578 by East Jordan Iron Works box, Inc. or an approved equal, shall be placed on top of and anchored to a Class B concrete base 12" Depth x 11" Inside Dia. X 27" Outside Dia.



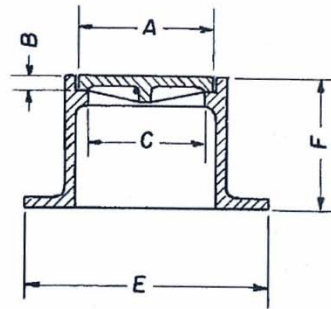
OR

A bearing surface type monument box, such as #R-1976 by Neenah Foundry or an approved equal, shall be embedded 5-1/4" into a Class B concrete base: 12-1/4" Depth x 11" min. Inside Dia. X 27" min. Outside Dia. (Refer to NJDOT 157-1.2 detail foundation dimensions/embedment)

**R-1970 to R-1978 Series
Lamphole / Monument /
Inspection Frame, Solid Lid**

Heavy Duty

Furnished standard with as-cast bearing surfaces unless otherwise noted.



Illustrating R-1976

Catalog No.	Dimensions in inches				
	A	B	C	E	F
<i>Round</i>					
R-1976	11 1/4	1 1/4	10	20	8

- b. Sand shall be poured between the monument and inside of new concrete base (A layer of felt or nylon or tar paper is needed between sand and monument).

- c. The contractor shall install whole unit so that:

(For paved areas) top of cover (rim) shall be flush with the proposed asphalt finished grade. If needed monument shall be reset.

OR

(For grass areas) bottom of cover shall clear top of monument by a minimum of two inches (2"). If needed, reset and/or grade and restore surrounding ground at a max. slope of 1:4 to top of rim or reset monument.

4. Upon completion of work prepare a location plan of preserved in-place or reset monument, certified by a NJ Licensed Land Surveyor.

157.04 MEASUREMENT AND PAYMENT

'CONSTRUCTION LAYOUT' AS A PAY ITEM IS DELETED AND THE FOLLOWING IS ADDED:

CONSTRUCTION LAYOUT is not included in the Proposal; include costs in various items scheduled in the Proposal

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

158.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

SESC MEASURES are not included in the Proposal; include costs in various items scheduled in the Proposal

SECTION 159 – TRAFFIC CONTROL

159.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Traffic Control and/or Construction Scheduling shall be coordinated with Atlantic County Engineer's Office, local police departments, fire departments, school and public transportation agencies (i.e. Bus routes, airports, railway, etc.), other **relevant** jurisdiction(s) of road/highway/railway/waterway (i.e. municipality, NJDOT, SJTA, NJTA, US Coast Guard, etc.), etc.

159.03.04 Temporary Pavement Markers

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Shall be placed everyday in the areas where the contractor has disturbed or paved over the existing roadway.

159.03.08 Traffic Direction

SUBPART B IS CHANGED TO:

- B. Traffic Safety Services.** Traffic safety services shall consist of the assignment and use of *police* in conjunction with the Resident Engineer in the enforcement of the approved TCP, and applicable laws to provide a safe worksite for both construction personnel, and the traveling public.

Police providing traffic safety services shall be *New Jersey State Police (NJSP)* or *police* officers from the municipality or county within which the Work of the Project is to be accomplished. The term "*municipal police*" when used shall mean all police other than *NJSP*.

Police will be assigned during construction hours at locations and times designated by the Engineer. The Contractor agrees that it shall make no claims against the County for extra costs resulting from any delays or interruptions to its operations attributable to the actions or inactions of police in the performance of traffic safety services. The Contractor further agrees that it has incorporated in its Proposal any costs that may be incurred by the Contractor as a result of the actions or inactions of police in the performance of traffic safety services, and agrees to bear the risk of loss for any costs not included in its Proposal.

Police providing traffic safety services shall operate traffic signals when manual control of the signals is required, or shall maintain traffic flow at a signalized intersection when the signals are temporarily out of service.

The use of *police* on the Project will be as determined and directed by the Engineer. The Engineer's projections for anticipated usage of police shall consider the Contractor's operations provided that the Contractor notify the Engineer of planned operations at least 72 hours before projected usage. The Project progress schedule shall not constitute notice for usage of police traffic directors. Assignment of police to the Project will be on the basis of the Contractor's operations, and the needs of the worksite, and will be made solely by the Engineer with the advice of the *police*.

The Contractor's failure to give complete, detailed, timely and proper notice of its operations shall not be cause for claims for extra costs by the Contractor, nor shall the number of *police* assigned to a project constitute a valid basis for a claim by the Contractor. The Contractor agrees that the TCP is a stand-alone

document, and that the Contractor is solely responsible for the safety of the Project, the continuity of movement of traffic through the worksite, and the impact of traffic on its work.

The Contractor is advised that there may be emergency situations when *police* are not available, or when *police* do not arrive at the job site until after the scheduled arrival time or leave before the scheduled departure time. The Contractor agrees that it shall make no claims against the County for any costs associated with the failure of *police* to be on the job site at a scheduled time. The Contractor further agrees that it shall assume all risk of the possibility of such occurrences and shall factor the associated costs into its Proposal.

The Contractor shall be fully responsible for the set-up and maintenance of the TCP except as required by State law or as specifically set forth in the Contract. The use of *police* in the providing of traffic safety

services is supplemental to the TCP and their presence shall not relieve the Contractor of its responsibility to maintain the TCP and safety on the Project.

The Contractor shall notify the Resident Engineer of any work cancellations at least 24 hours before the start of work with the sole exception of unforeseen weather cancellations that occur after the start of work or less than 24 hours before the start of work.

When *police* have been assigned to a project by the Resident Engineer, it is the Contractor's obligation to notify the Engineer of all cancellations of projected or scheduled operations. *Police* reporting for work will be reimbursed for a minimum of four hours. If projected work has been canceled, for whatever reason, including but not limited to foreseen weather conditions, and the **Resident Engineer was not notified** of the cancellations at least 24 hours before by the Contractor, except as noted above, the police will each be reimbursed for four hours of work. **These payments** will be made by the Contractor to the police and **will not be reimbursed under the Contract**.

159.04 MEASUREMENT AND PAYMENT

THE PAY ITEMS: 'TRAFFIC CONTROL COORDINATOR', 'TEMPORARY PAVEMENT MARKERS', AND TEMPORARY TRAFFIC STRIPES, 4"' ARE DELETED; AND THE FOLLOWING IS ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
"TRAFFIC DIRECTORS, FLAGGERS".	HOUR
"TRAFFIC SAFETY SERVICES (POLICE)".	HOUR

THE FOLLOWING IS ADDED:

The County/State will participate in the cost of "TRAFFIC DIRECTORS, FLAGGERS"; and "POLICE TRAFFIC DIRECTOR". However for both pay items, State/County participation for the pay unit (Hours) will be capped at rate listed within the proposal for "New Jersey Department of Labor and Workforce Development Prevailing Wage Determination" including fringe benefits, for the Labor Class that includes flagger work statewide.

(http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html).

Traffic control devices which are not maintained in good working condition shall result in liquidated damages to the Contractor. Once the Contractor is notified of an offending traffic control device he/she will have until the end of work on the following day to bring the device into compliance. **Failure to bring the device into compliance in the allotted time will result in the Contractor being assessed liquidated damages of \$250.00 per day.** The sum of \$250.00 per day, as liquidated damages, has been determined to be reasonable forecast of compensation for the harm that will be caused by delays, with the actual damages not being readily susceptible of proof.

TRAFFIC CONTROL COORDINATOR will not be measured and is not included in the Proposal; include the costs in various items in the Proposal.

TEMPORARY PAVEMENT MARKERS will not be measured and is not included in the Proposal; include the costs in various items in the Proposal.

TEMPORARY TRAFFIC STRIPES, 4" will not be measured and is not included in the Proposal; include the costs in various items in the Proposal.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A "TEMPORARY HIGHWAY OCCUPANCY PERMIT" TO ERECT CONTRUCTION SIGNAGE AND TRAFFIC CONTROL ON A STATE OR US ROUTE. ALSO, IF ANY CONSTRUCTION ACTIVITIES ARE PERFORMED WITHIN STATE RIGHT OF WAY, CONTACT THE DIVISION OF TRAFFIC OPERATIONS TO APPLY FOR A "DAILY LANE SHOULDER CLOSURE REQUEST FORM", WHICH MUST BE FILLED OUT AND FAXED TO THE NUMBER ON THE FORM AT LEAST A DAY PRIOR TO EVERY TIME A LANE OR SHOULD CLOSURE IS PLANNED ON A STATE ROUTE. THERE WILL BE NO SEPARATE PAYMENT; ALL COSTS

SHALL BE INCLUDED IN VARIOUS BID ITEMS OF THE PROPOSAL. THE NEW CONTACT INFORMATION FOR PERMITS IS:

Doug Menz, Supervising Engineer
Phone: 609-530-5341
The PEC Unit
1st Floor, E&O Building
PO Box 600
1035 Parkway Avenue, Trenton NJ 08625

DIVISION 200 – GENERAL PROVISIONS

SECTION 201 - CLEARING SITE

201.03 CONSTRUCTION

201.03.01 Clearing Site

THE FOLLOWING IS ADDED:

B. Clearing and Grubbing.

THE FOLLOWING IS ADDED:

If necessary the contractor shall remove and trim an 18 foot vertical clearance of the trees, reset mailboxes, fire hydrants, signs, and fences.

Remove all excess material from the preparation and grading of the shoulders prior to the placement of Topsoil, Fertilizing and seeding, and Straw mulching or Turf Repair strip.

C. Mailbox and Sign Relocation.

THE FOLLOWING IS ADDED:

Signs and posts that are to be removed and not used for this project (i.e. stop signs, etc.) shall be returned to the Atlantic County Dept. of Public Works, Northfield yard, located on Rte. 9. The contractor shall take care not to damage these signs while removing or transporting.

THE FOLLOWING NEW PARAGRAPH(S) ARE ADDED:

I. Preservation and Resetting. The Contractor shall be required to preserve any existing sprinkler system, signs, posts, conduit, etc. This work shall include any relocating, adjusting the height or anything else needed to restore these items to working condition.

The Contractor shall also be responsible for resetting to the proper elevation any utility box, meter, valve, vent, casting, etc. that lies behind the edge of pavement/curb.

J. County Monument Removal. Remove county monument(s) as indicated on plans. Prior to removal the Contactor's Land Surveyor is to record location of existing county monuments, as specified in 157.03.01 of these Special Provisions.. Carefully remove monument, and backfill as required as specified in 203.03.02.C. Deliver monument to Atlantic County Engineering at Route 9 & Dolphin Avenue in Northfield.

201.04 MEASUREMENT AND PAYMENT

THE SECOND PARAGRAPH IS CHANGED TO:

Payment for the Pay Item "Clearing Site" in excess of \$ 20,000.00 will not be made until Completion.

SECTION 202 - EXCAVATION

202.03 CONSTRUCTION

202.03.03 Excavation Unclassified Material

A. Excavating.

THE FOLLOWING IS ADDED:

The contractor shall not excavate any roadway that cannot be paved prior to any weekend.

DIVISION 400 – PAVEMENTS

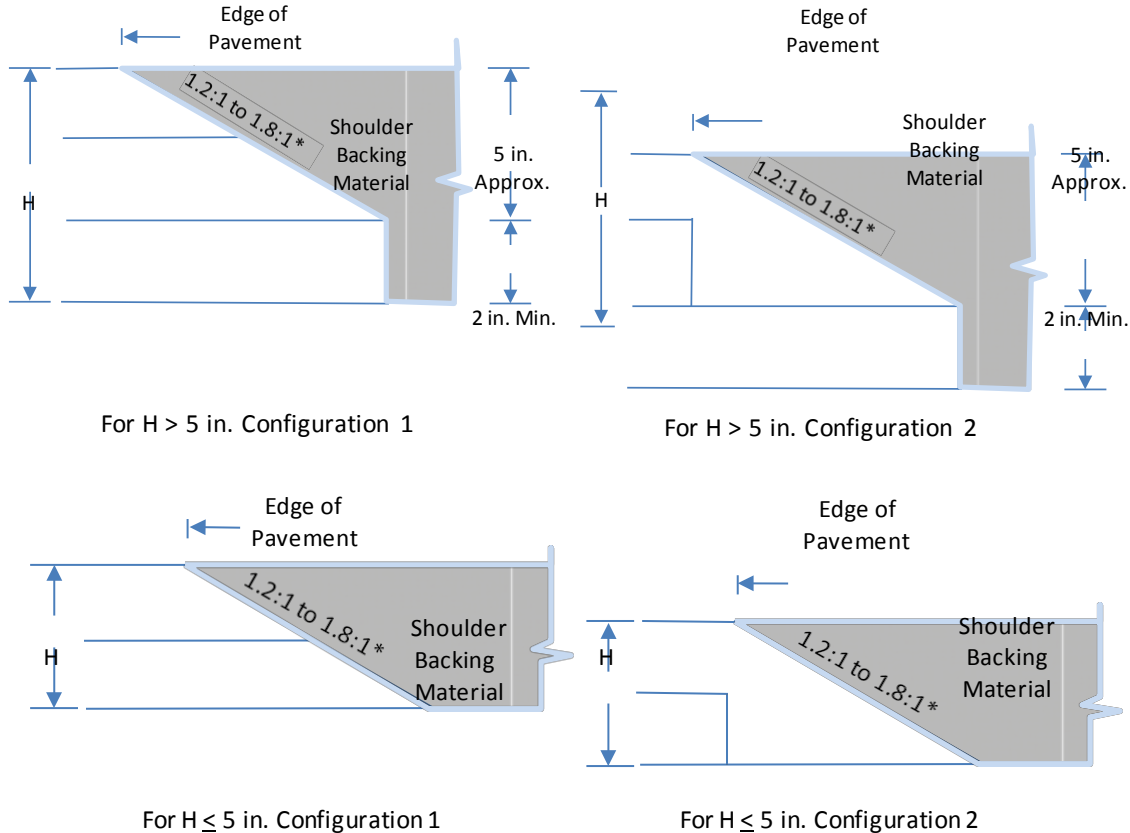
SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.01 DESCRIPTION

THE FOLLOWING IS ADDED:

THE SECTION ALSO DESCRIBES, THE INCORPORATION OF A “SAFETY EDGE” TO THE DIMENSIONS SHOWN AND AT LOCATIONS DESIGNATED ON THE CONTRACT DOCUMENTS. THE FINISHED SHAPE OF THE SAFETY EDGE SHALL CONFORM TO THE CROSS- SECTION DRAWINGS SHOWN IN EXHIBIT A (BELOW). THE SAFETY EDGE SHALL BE CONSTRUCTED MONOLITHICALLY WITH THE PAVEMENT.

EXHIBIT A. SAFETY EDGE CONFIGURATIONS FOR ASPHALT PAVEMENTS AND ASPHALT OVERLAYS:



Note 1:

-The range of slope is equal to 29° to 40° .

Note 2:

-Configuration 1 depicts constructing the Safety Edge with the final two lifts of asphalt;

-while Configuration 2 (alternate) depicts constructing it with only the final lift of asphalt.

401.02.02 Equipment

THE FOLLOWING IS ADDED:

A 30' long ski shall be used for the paving of this road.

If specified within the scope of work and/or plans, then construct "Safety Edges" using an approved longitudinal Safety Edge system shall be used to create a sloped edge profile onto the roadway shoulder. Utilize an approved Safety Edge system that compacts the HMA and provides a sloped wedge equal to 1.2:1 to 1.8:1 measured from the pavement surface cross slope extended. The use of a single plate strike off is not allowed. Utilize an approved Safety Edge system that is adjustable to accommodate varying paving thicknesses. All Safety Edge systems to be used for the purpose of creating a Safety Edge must meet the approval of the Engineer. The Engineer may require proof that the system has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate the edge shape and compaction to the satisfaction of the Engineer.

401.03.01 Preparing Existing Pavement

A. Milling of HMA.

THE FOLLOWING IS ADDED:

PRIOR TO MILLING THE EXISTING ROADWAY THE CONTRACTOR SHALL BLADE BACK THE EXISTING TOPSOILED SHOULDERS TO ACCOMMODATE THE PROPOSED PAVED WIDTH AND/OR "SAFETY EDGE" CONSTRUCTION.

ANY AREA OF THE ROADWAY THAT HAS BEEN MILLED DURING THE WORKING DAY, THE CONTRACTOR SHALL, ON THE SAME DAY, PLACE THE REQUIRED FINISH THICKNESS OF HMA BASE COURSE, BEFORE THE MILLED AREA OF THE ROADWAY IS OPENED TO TRAFFIC. THE CONTRACTOR SHALL ALSO RAMP WITH ASPHALT EACH INTERSECTION AND MAJOR DRIVEWAY THAT HAS BEEN MILLED SO AS TO CREATE A SMOOTH TRANSITION FOR THE TRAVELING PUBLIC BETWEEN THE MILLED-AND-PAVED AREA AND THE EXISTING PAVEMENT AREA. THIS ASPHALT SHALL BE REMOVED PRIOR TO PAVING THE SURFACE COURSE. THE RAMPS SHALL HAVE SUFFICIENT LENGTH THAT VEHICLES WILL NOT "BOTTOM OUT" WHEN MAKING THE TRANSITION.

401.03.03 HMA Courses

E. Spreading and Grading.

1. Longitudinal Joints.

b. Cold Joint Paving.

THE SECOND PARAGRAPH IS REPLACED WITH THE FOLLOWING:

For surface course and base course, uniformly apply polymerized joint adhesive to longitudinal cold joint. Apply a 1/8-inch thick coating of polymerized joint adhesive over the entire joint face. Apply slowly to ensure an even coating thickness.

THE FOLLOWING IS ADDED:

3. Construct "Safety Edges" as follows:

- a. Shoulder Preparation.** Prior to placing asphalt or concrete pavement, prepare the shoulder material where the Safety Edge will be placed to provide a foundation that will support the placement of the Safety

Edge in accordance with the NJDOT standard practice.

- b. **HMA Density Adjacent to Safety Edge.** For HMA pavements and overlays, the percent compaction of the HMA adjacent to the Safety Edge shall be in accordance with the NJDOT unconfined longitudinal edge specification.
- c. **Shoulder Backing Material.** Furnish, place and compact shoulder backing material to the top of the Safety Edge as shown in Exhibits A and B in accordance with the specification and/or plans.
- d. **Handwork.** Attain approval in advance from the Engineer for short sections of handwork such as transitions at driveways, intersections, interchanges, and bridges.

401.04.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, VARIABLE DEPTH	SQUARE YARD
HMA MILLING, ___" VARIABLE DEPTH	SQUARE YARD
POLYMERIZED JOINT ADHESIVE, HMA SURFACE COURSE (IF & WHERE DIRECTED)	LINEAR FOOT
POLYMERIZED JOINT ADHESIVE, HMA BASE COURSE (IF & WHERE DIRECTED)	LINEAR FOOT

PRIME COAT will not be measured and is not included in the Proposal; include the costs in various bituminous (HMA) items in the Proposal.

CORE SAMPLES, HOT MIX ASPHALT will be performed by the County's materials testing technicians.

HMA MILLING, ___ ___ ___ the contractor shall be paid plan quantity for the item. If Cross Sections are included in the Contract Plans, then the Contractor should utilize them to properly bid the item milling because the depth of milling may vary. At no additional cost to the County, these item(s) shall include moving any material within the project for embankment purposes. **The milling item shall also include but is not limited to the following:** removal of any asphalt ramps, pavement reflectors, coordination with utility companies for resetting or replacement of any utility covers before paving operations begin. Any excess millings which are to be removed from this project shall become the property of the contractor.

SAFETY EDGE(S) will not be measured and no separate payment will be made for the construction of the Safety Edge(s). All work associated in the Safety Edge construction shall be integral to the pavement work and shall be included in the contract pricing for those HMA pay items.

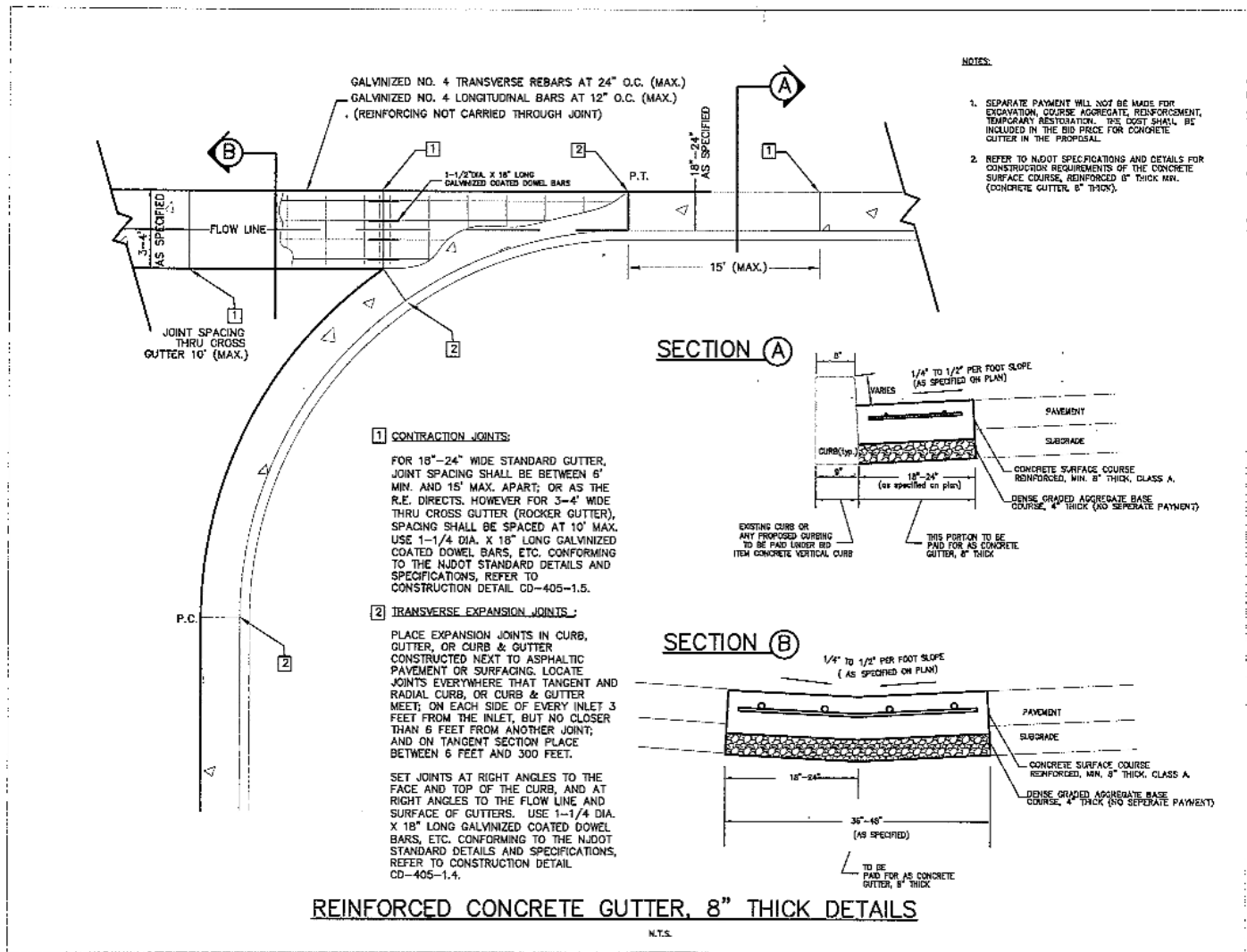
SECTION 405 – CONCRETE SURFACE COURSE

405.03.02 Concrete Surface Course

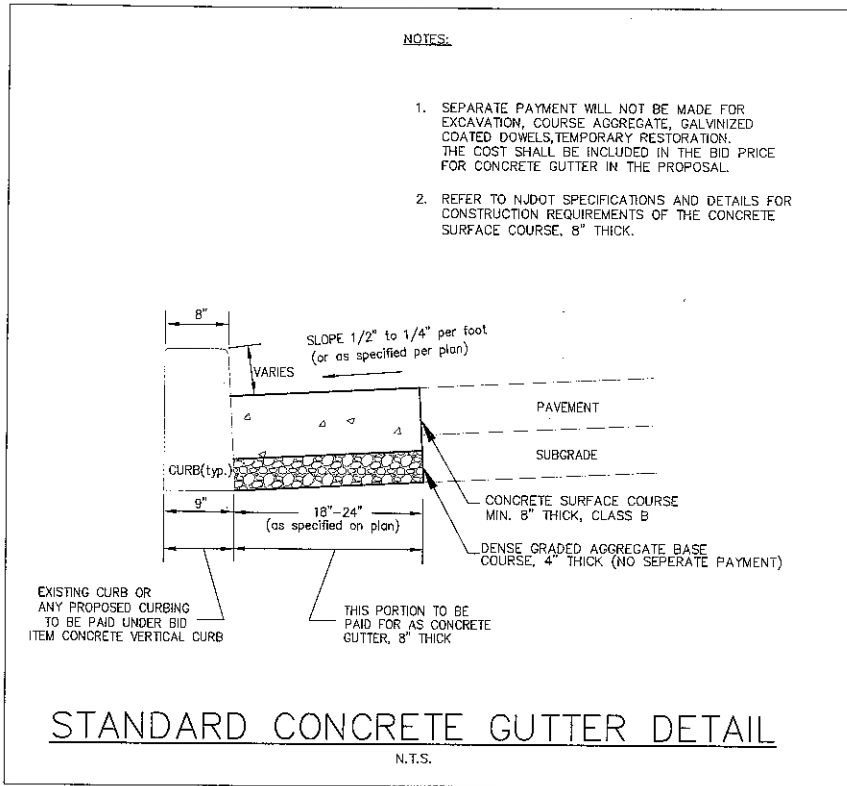
THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

405.03.02.01 Concrete Gutter Detail

All work to construct CONCRETE GUTTER *shall comply with requirements of constructing CONCRETE SURFACE COURSES.*



All work to construct CONCRETE GUTTER *shall comply with requirements of constructing CONCRETE SURFACE COURSES.*



All work to construct CONCRETE GUTTER *shall comply with requirements of constructing* CONCRETE SURFACE COURSES.

405.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ADDED:

<i>Item</i>	<i>Pay Unit</i>
_ ' CONCRETE GUTTER, REINFORCED, 8" THICK	SQUARE YARD
_ ' CONCRETE GUTTER, 8" THICK	SQUARE YARD

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPES

601.02 MATERIALS

Provide materials as specified:
THE FOLLOWING IS ADDED:

Ductile Iron Culvert Pipe.....909.02.09

601.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
____” DUCTILE IRON CULVERT PIPE	LINEAR FOOT
CONTROLLED LOW STRENGTH MATERIAL (CLSM)	CUBIC YARD

SECTION 602 – DRAINAGE STRUCTURES

602.03.07 Curb Pieces

THE FOLLOWING IS ADDED:

The Contractor shall use, unless otherwise approved by the County Engineer, Type ‘N’ non-mountable for 6” & 8” reveal curb type on all existing or proposed “B” & “C” Inlets (See NJDOT CD-602-2.1).

Any four inch (4”) curb reveal requires a maximum curb opening of two inches (2”)

602.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The contractor shall conform to the storm drain inlet requirements as found in the NJ Highway Agency Stormwater General Permit, Attachment “C” at www.njstormwater.org.

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 DESCRIPTION

Refer to subsection 157.03.01 Construction Layout for Contractor responsibility for Layout.

606.03.02 Concrete Sidewalks, Driveways, and Islands

H. Protection and Curing.

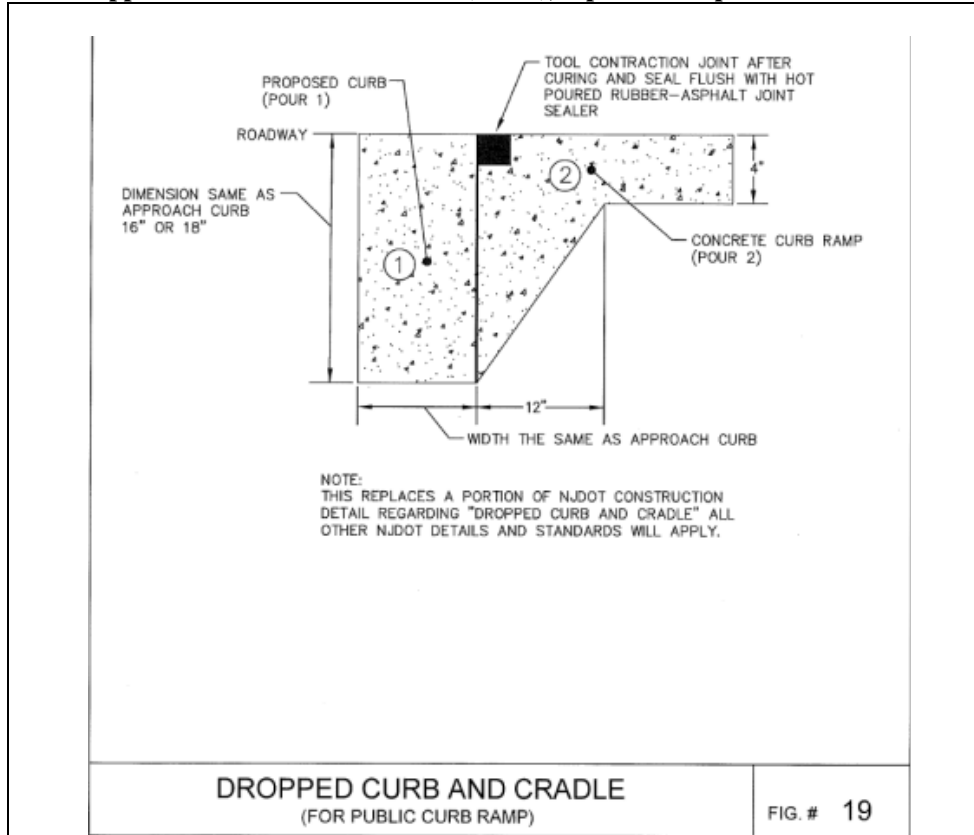
THE FOLLOWING IS ADDED:

The contractor shall preserve and/or restore to the original condition the areas adjacent to where new concrete is constructed.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

- J. Resetting of Existing Signs and Posts.** Existing signs which are not to be removed or replaced under this contract, and which are in an area of new or reconstructed sidewalk, shall have their posts sleeved with PVC pipe of sufficient diameter to leave a clearance of between 0.5" and 1" between the post and the inside wall of the pipe. The top of the pipe shall be installed flush with the surface of the sidewalk, and the pipe filled with clean sand to within 0.5" its top, and the remaining 0.5" filled grouted with mortar of a similar appearance to the sidewalk material. Sidewalks shall not be poured until such signs have had their posts made plumb.

- K. Dropped Curb and Cradle - Detail (below), replaces that portion of NJDOT CD 606-1:**



606.03.03 Detectable Warning Surfaces

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

- A. PUBLIC SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED AS PER NJDOT CONSTRUCTION DETAIL CD-606-1. ALL CURB RAMPS' DIRECTION OF TRAVEL SHALL BE ALIGNED PARALLEL WITH THE PROPOSED CROSSWALK, UNLESS OTHERWISE APPROVED BY THE ENGINEER.**
- B. DETECTABLE WARNING SURFACES SHALL MEET NJDOT REQUIREMENTS WITH EXCEPTION TO THE FOLLOWING SPECIFIC REQUIREMENTS:**
- i. SURFACE MOUNT (ADHESIVE AND ANCHORS, etc.), MAY ONLY BE USED IN A RETROFIT APPLICATIONS (i.e. EXISTING CURB RAMP).**
 - ii. NEW CURB RAMP CONSTRUCTION, TRUNCATED DOMES MUST BE CAST IN PLACE. BRICK OR PAVERS WILL NOT BE ACCEPTED, UNLESS APPROVED BY THE ENGINEER.**

- iii. **DETECTABLE WARNING COLOR(S) SHALL BE “BRIGHT RED” OR EQUAL AS APPROVED BY THE ENGINEER.** *Selection based on “Very Good” performance, as per F.H.W.A. study data (dated June 30, 2007) of warning contrast effectiveness assessments on concrete surface. BRIGHT RED =[Fed-STD-595B color number FS31120, Reflectance Factor R=0.11; CIE1931 chromaticity in daylight (x=.587, y=.323)]*
- iv. **TRUNCATED DOMES WILL BE OF MINIMUM SIZE:**
Dimensions = 0.45” top and 0.90” base diameters;
Spacing = 1.45” base to base and 2.35” center to center.
(Selections based on AMERICANS WITH DISABILITIES ACT 4.29.2 STANDARDS)

SECTION 607 – CURB

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

B. Constructing Forms.

THE FOLLOWING IS ADDED TO THIS SUBPART:

The 9” x 18” concrete vertical curb item shall have widths of 8” at the top and 9” at the bottom.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

- H. **Restoration.** Contractor is required to preserve and/or restore to the original condition the area adjacent to where new concrete is constructed. Contractor shall also restore the adjacent pavement section, this restoration shall include saw cutting the asphalt, and backfilling with HMA BASE COURSE.

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
9” X 18” CONCRETE VERTICAL CURB	LINEAR FOOT

SECTION 609– BEAM GUIDE RAIL

609.03.06 Removal of Beam Guide Rail

THE ENTIRE SUBPART IS CHANGED TO:

Guiderail to be removed from this project will become the property of Atlantic County and the contractor is required to carefully remove and deliver the old rail to the County yard in Northfield, NJ. Obtain RE approval of methods of removal, and ensure remaining guiderail components are left undamaged. After removing beam guide rail, backfill the post holes and compact the area to the elevation of the adjacent surface. Salvage and deliver to the County removed guide rail system(s) in its entirety, including but not limited to: treatment ends, beam elements, posts, spacers, hardware, etc.

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

610.03.01 Long-Life Traffic Stripes

THE FOLLOWING IS ADDED:

Prior to the commencement of striping operations, the contractor shall verify, in the presence of the inspector, that he has the proper striping plan and that his equipment is properly configured to apply centerline markings, as follows:

1. Centerline stripes shall be 4 inches wide; the space between adjacent parallel stripes making up the same centerline shall be 6 inches, measured from their nearest edges.
2. The skip line sequencing mechanism shall be adjusted to provide for the placement of a 10-foot long painted stripe every 40 feet (± 1 inch), with a thirty-foot long space between the end of one stripe and the beginning of the next.

610.03.02 Thermoplastic Traffic Markings

C. Applying Long-Life Traffic Markings.

IN FIRST SENTENCE DELETE

“...OR HOT EXTRUDED THERMOPLASTIC...”

DELETE SUBPARAGRAPH “2. EXTRUDED THERMOPLASTIC.”

610.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The only acceptable material for use in constructing the item TRAFFIC MARKINGS, THERMOPLASTIC shall be pre-formed, heat-applied thermoplastic tape (as in paragraph 610.03.02-C.2. of the Standard Specifications), of a type approved for use by the New Jersey Department of Transportation.

SECTION 612 – SIGNS

612.03.01 Regulatory and Warning Sign and Type GA “U” Post Support Guide Signs

THE FOLLOWING IS ADDED AFTER SECOND PARAGRAPH

Signs with dimensions 36” X 36” or larger width/height dimension(s) shall be mounted on two (2) breakaway posts.

THE FOLLOWING IS ADDED:

Signs which are to be installed under this contract, and which are in an area of new or reconstructed sidewalk or concrete island, shall have their posts sleeved with PVC pipe of sufficient diameter to leave a clearance of between 0.5" and 1" between the post and the inside wall of the pipe. The top of the pipe shall be installed (or trimmed) flush with the surface of the sidewalk, and the pipe filled with clean sand to within 0.5" its tops, and the remaining 0.5" filled grouted with mortar of a similar appearance to the sidewalk material. Sidewalks shall not be poured until such signs have had their posts made plumb

All proposed signs shall be set to meet the current MUTCD standards

All permanent signs installed by the Contractor shall have the following information written on their reverse sides using a paintstick or other durable marking material:

- a. The date of installation, in the form “1/1/2008”.
- b. The name of the installing company.

Aluminum sign blanks shall be fabricated in accordance with the standard details and **subsection 911.01.02.A.** of the Standard Specifications, with the exception that the bolt hole shall be 11/32 inch **SQUARE**.

Sign mounting hardware shall conform to the standard details and **subsection 911.01.01 and 911.02.01** of the Standard Specifications, with the following exceptions:

- a. Bolts are to be 5/16”-18 **CARRIAGE** bolts.
- b. Bolts and hex nuts are to be **STAINLESS STEEL**, not hot-dipped galvanized.

- c. All signs not mounted on traffic signal standards or arms shall be attached using vandal-resistant fasteners of a type not requiring special tools for installation. The contractor shall submit the type of fastener he proposes to use for pre-approval by the County Engineer.

612.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
BREAKAWAY SUPPORTS, USING EXISTING SIGN	UNIT

DIVISION 800 - LANDSCAPING

SECTION 804 – TOPSOIL SPREADING

THE TERM ‘TOPSOIL, 4” THICK’ AND ‘TOPSOIL SPREADING’ SHALL BE EQUIVALENT

804.03.01 Topsoil Spreading

THE FOLLOWING IS ADDED:

Preparation shall include excavation, placement of embankment, and grading of the shoulder as required to prepare for the placement of topsoiling.

SECTION 805 – TURF REPAIR STRIP

805.03.01 Turf Repair Strip

THE FOLLOWING IS ADDED:

Preparation shall include excavation, placement of embankment, and grading of the shoulder as required to prepare for the placement of turf repair strip.

805.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The County typically will measure the pay item TURF REPAIR by linear foot for 3’ width (or as specified on plans).

SECTION 806 – FERTILIZING AND SEEDING

811.04 Turf Seeding

B. Soil Preparation

THE FOLLOWING IS ADDED:

Excavation, placement of embankment, and grading of the shoulder as required to prepare for the placement of fertilizing and seeding.

SECTION 811 – PLANTING

811.04 MEASUREMENT AND PAYMENT

THE PAY ITEM ‘PLANT ESTABLISHMENT AND MAINTENANCE PERIOD’ IS DELETED AND THE FOLLOWING IS ADDED:

PLANT ESTABLISHMENT AND MAINTENANCE PERIOD will not be measured and is not included in the Proposal; include the costs in various planting items in the Proposal.

DIVISION 900 – MATERIALS

SECTION 902 – ASPHALT

902.02.02 Composition of Mixtures

THE ENTIRE SUBPART OF BOTH 2019 SPECIFICATION AND BASELINE DOCUMENT CHANGES ARE CHANGED TO:

Provide materials as specified:

Aggregates for Hot Mix Asphalt.....	901.05
Asphalt Binder	902.01.01
Warm Mix Asphalt (WMA) Additives and Processes (optional).....	902.01.05

If a WMA additive is pre-blended in the asphalt binder, ensure that the asphalt binder meets the requirements of the specified grade after the addition of the WMA additive. If a WMA additive is added at the HMA plant, ensure that the addition of the additive will not negatively impact the grade of asphalt binder. Follow the manufacturer's recommendations for percentage of WMA additive needed.

Mix HMA in a plant that is listed on the QPL and conforms to the requirements for HMA Plants as specified in 1009.01.

Composition of the mixture for HMA **surface** course is coarse aggregate, fine aggregate, and asphalt binder, and may also include mineral filler, WMA additive, and up to **10** percent **Reclaimed Asphalt Pavement (RAP)**. For controlled asphalt foaming system WMA, the Department may require an anti-stripping additive. Ensure that the finished mix does not contain more than a total of 1 percent by weight contamination from Crushed Recycled Container Glass (CRCG).

The composition of the mixture for HMA **base or intermediate** course is coarse aggregate, fine aggregate, and asphalt binder, and may also include mineral filler, WMA additive and up to **25** percent of **Reclaimed Asphalt Pavement (RAP)**. For controlled asphalt foaming system WMA, the Department may require an anti-stripping additive. Ensure that the finished mix does not contain more than a total of 1 percent by weight contamination from Crushed Recycled Container Glass (CRCG).

Combine the aggregates to ensure that the resulting mixture meets the grading requirements specified in Table 902.02.03-1. In determining the percentage of aggregates of the various sizes necessary to meet gradation requirements, exclude the asphalt binder.

Ensure that the combined coarse aggregate, when tested according to ASTM D 4791, has less than 10 percent flat and elongated pieces retained on the No. 4 sieve and larger. Measure aggregate using the ratio of 5:1, comparing the length (longest dimension) to the thickness (smallest dimension) of the aggregate particles.

Ensure that the combined fine aggregate in the mixture conforms to the requirements specified in Table 902.02.02-2. Ensure that the material passing the No. 40 sieve is non-plastic when tested according to AASHTO T 90.

Table 902.02.02-2 Additional Fine Aggregate Requirement for HMA		
Tests	Test Method	Minimum Percent
Uncompacted Void Content of Fine Aggregate	AASHTO 304, Method A	45
Sand Equivalent	AASHTO T 176	45

SECTION 903 –CONCRETE

903.03.05 Control and Acceptance Testing Requirements

E. Acceptance Testing for Strength for Pay Adjustment Items.

PARAGRAPH 'E.' IS CHANGED TO:

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

There are no Pay Adjustment Items in this contract. Refer to subsection 903.03.05.F for acceptance testing for strength for Non-Pay Adjustment Items.

903.03.06 Tables

THE FOLLOWING IS ADDED TO TABLE 903.03.06-1

Table 903.03.06-1 Requirements for Roadway Concrete Items				
	Concrete Class	Slump ¹	Percent Air Entrainment for Coarse Aggregate ¹	
			No. 57 & No. 67	No. 8
Concrete Gutter	A	3 + - 1	6 + - 1.5	7 + - 1.5

SECTION 909 – DRAINAGE

THE FOLLOWING SUBSECTION IS ADDED:

909.02.09 Ductile Iron Culvert Pipe

Ductile iron culvert pipe shall conform to ASTM A 716 or shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51 with push-on joint and Table 909.02-1 below:

Table 909.02-1

Nominal Diameter (Inches)	Inside Thickness (Class)	Nominal Thickness (Inches)	Nominal Mass (pounds per foot)
12	2	.37	48.7
14	1	.36	55.5
16	1	.37	65.3
18	1	.38	75.4
20	1	.39	86
24	2	.44	115.7
30	5	.59	186.3
36	5	.68	256.7
42	6	.83	361.4
48	6	.93	461.7
54	6	1.05	584.3

SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

911.01.01 Materials

- A. **Aluminum Components.** Use aluminum materials conforming to the requirements in Table 911.01.01-1.
THE FOLLOWING IS ADDED TO TABLE 911.01.01-1

Table 911.01.01-1 Aluminum Sign Components		
Aluminum Items	Test Method	Alloy and Temper
Vandal Resistant nuts (p/o fasteners), ¼ inch and under	ASTM B 211	2017-T4

911.01.02 Fabrication

- A. **Sign Panels.**
SECOND SENTENCE OF SECOND PARAGRAPH IS CHANGED TO:

Punch 11/32 inch x 11/32 inch **SQUARE** holes in the sign blank for attachment to sign supports.

911.02.01 Steel “U” Post Sign Supports

SECOND SENTENCE OF FIRST PARAGRAPH IS CHANGED TO:

Provide 18-8 stainless steel 5/16 x 18 Carriage headed bolts (conforming to ASTM A 320, Grade B8, Class 1) and vandal resistant nuts (conforming to Table 911.01.01-1), for securing the signs to the steel “U” post.

911.03 FLEXIBLE DELINEATORS

1. Delineator Dimensions

SUBPART b. IS CHANGED TO:

- b. **Guide Rail Mounted.** Ensure that the unit for beam guide rail mounted flexible delineators, use a delineator that is 3” min. width X 12” min. height and a min. thickness of 0.100”. Use units of a height that will ensure the top edge of the reflective area 32+/- 2” min. to 48+/- 2” max. above near travel lane edge. The following products, or approved equal, may be used:
- i. FG 427 and FG 527, as manufactured by Pexco LLC,
 - ii. Model CGR302701, as manufactured by Carsonite
 - iii. “Guardflex” Model TD9100, as manufactured by Three D Traffic Works
 - iv. Model 102 GR, as manufactured by FlexStake
 - v. Model NDM27, as manufactured by New Directions Mfg.
 - vi. “Shur-Tite Flat Mount”, as manufactured by Shur-Tite Products.

Minimum Installation Requirements:

S.S. Square Drive Sheet Metal Screws with Round Washer Head No. 12x1”

Two per reflector self-tapped into the polymer block spacer (surface mount on Approach Side)

SUBPART 3. IS FIRST SENTENCE IS CHANGED TO:

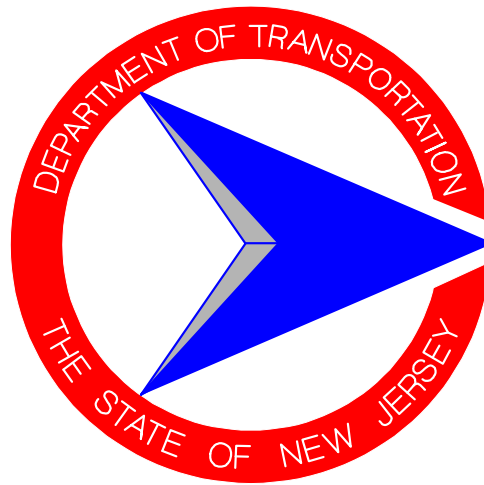
3. **Impact Resistance for both Ground and Guide Rail Mounted Delineators.**
REMAINING CONTENT UNCHANGED

2.3 PROPRIETARY BID ITEMS

**THIS SUBSECTION IS NOT APPLICABLE TO THIS PROJECT
AND IS INTENTIONALLY LEFT BLANK**

2.4 SPECIAL PROVISIONS FOR STATE AID PROJECTS

State of New Jersey Department of Transportation



Special Provisions For State Aid Projects

**FY 2019 Edition
Revision 3: June 2020**

SPECIAL PROVISIONS
FOR THE RESURFACING OF
THIRD STREET (CR 724) SECTION 1A & 1B
IN THE TOWN OF HAMMONTON
[HIGHWAY ROUTE SEGMENT CODE(S) 724M0101 to 724M0102]
NJDOT JOB NO.: 5513319

AUTHORIZATION OF CONTRACT

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

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 _30_ inclusive (& additional pages for Five Attachments).

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. 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,

NJDOT JOB NO.: 5513319

Page 2 of 30

[debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

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

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

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

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

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

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

100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

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

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

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

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

101.03 TERMS

THE FOLLOWING TERM IS ADDED:

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

THE FOLLOWING IS OMITTED:

Federal Aid Project. Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

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

ADD THE FOLLOWING TERM:

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

REVISE THE FOLLOWING TERM:

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

101.04 INQUIRIES REGARDING THE PROJECT

2. After Award of Contract.

Local Aid District 4 Office
Thomas Berryman, Senior Executive Service
One Executive Campus Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Telephone: 856-414-8414

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

REFER TO COUNTY SPECIAL PROVISIONS

102.07 PREPARATION OF THE BID

102.10 SUBMISSION OF THE BID

102.13.01 BIDDER PRE-AWARD REQUIREMENTS

A. Federal Aid Projects

This section intentionally left blank.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.05 ESCROW BID DOCUMENTS

103.05.A ESCROW BID DOCUMENTS

REVISE SECTION **103.05.A** TO THE FOLLOWING:

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

SECTION 104 – SCOPE OF WORK

104.02 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 TO THE CONTRACT

This section intentionally left blank.

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:

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 5 of the Special Provisions.

105.03 CONFORMITY WITH THE CONTRACT

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO: In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

105.05 WORKING DRAWINGS

- 1. Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 10 days for review and certification or rejection and return of certified working drawings.

- 2. Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 10 days for review and approval or rejection and return of working drawings.

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

REFER TO COUNTY SPECIAL PROVISIONS

B. Locating Existing Facilities.

- 2. REFER TO COUNTY SPECIAL PROVISIONS**

Fiber Optic Markout Form is available at:

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

Bureau of Traffic Operations, South Region (TOCS)

1 Executive Campus-Route 70 West
Cherry Hill, NJ 08002-4106
Telephone: 856-486-6650

3.

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

SECTION 106 – CONTROL OF MATERIAL

106.03 FOREIGN MATERIALS

1. Wholly State Funded Projects

REMOVE SECTION **106.03.2 Federal Aid Projects**

106.10 USE OF UNITED STATES FLAG VESSELS

THE ENTIRE TEXT IS CHANGED TO: This section intentionally left blank.

SECTION 107 – LEGAL RELATIONS

107.02 NONDISCRIMINATION

THE ENTIRE TEXT OF SECTION **107.02.1** CHANGED TO:

Compliance with Regulations: This section intentionally left blank.

107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES OR EMERGING SMALL BUSINESS ENTERPRISES, AND SMALL BUSINESS ENTERPRISES

FOR WHOLLY STATE FUNDED PROJECTS, MAKE THE FOLLOWING REVISIONS:

REMOVE THIS SENTENCE FROM PARAGRAPH TWO: The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

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.

107.14 PATENED DEVICES, AMTERIALS, AND PROCESSES

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

107.15 TAXES

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO: The sales tax exemption does not apply to equipment used for Contract work.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

1. Values and Quantities.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

a.

There are no Specialty Items in this Project.

REMOVE PARAGRAPH FOUR OF SECTION **108.01**

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

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

REVISE SECTION **108.01.3.b** TO THE FOLLOWING:

- b. **Wholly State Funded Projects.** When subcontracting work on a wholly State Funded Project, physically incorporate the following in the subcontract agreement, and inform subcontractors of their requirement to physically incorporate the information in lower tier subcontract agreements.
1. Small Business Enterprise Utilization on Wholly State Funded Projects (State Funded Project Attachment 1).
 2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects (State Funded Project Attachment 2).

3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects (State Funded Project Attachment 4)
5. Americans with Disabilities Act Requirements for Wholly State Funded Projects (State Funded Project Attachment 5).
6. New Jersey Department of Labor Prevailing Wage Rate Determination.
7. New Jersey Department of Transportation Code of Ethics for Vendors.
8. Subsection 107.04 as amended or supplemented.
9. The Standard Title VI Assurance found in Subsection 107.02, as amended or supplemented.

108.11.01 Extensions to Contract Time

108.11.01.A

REVISE THE SECOND PARAGRAPH TO:

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

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.

108.15.02 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

REVISE THE ENTIRE TEXT OF SECTION **109.03** TO THE FOLLOWING:

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

109.04 PAYMENT FOR DELAY DAMAGES

REVISE THE FIRST SENTENCE OF SECTION **109.04** TO:

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

109.05 ESTIMATES

THE 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.

REVISE THE TWELTH PARAGRAPH TO:

From the total Estimate amount, the Department will deduct and retain 2 percent until Substantial Completion.

109.09 AUDITS

THE FIRST SENTENCE IS REVISED TO:

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

109.09 FINAL PAYMENT AND CLAIMS

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

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

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 153 – PROGRESS SCHEDULE

153.03.03 BAR CHART PROGRESS SCHEULE UPDATE

REVISE THE THIRD PARAGRAPH TO:

Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

SECTION 155 – CONSTRUCTION FIELD OFFICE

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 159 – TRAFFIC CONTROL

159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

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

159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

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

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 FUEL PRICE ADJUSTMENT

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

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

Where:

F = Fuel Price Adjustment

MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly 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 THIRD PARAGRAPH IS CHANGED TO:

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

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

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BA = Basic Asphalt price Index

T = Tons of new Asphalt Binder

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the new asphalt 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.

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

DIVISION 200 – EARTHWORK

SECTION 202 – EXCAVATION

202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

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

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 304 – CONCRETE BASE COURSE

304.03.01 Concrete Base Course

ADD THE FOLLOWING SENTENCE TO THE END OF THE FIRST PARAGRAPH:

If the concrete thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the test strip requirements.

SECTION 305 – RUBBLIZING CONCRETE PAVEMENT

305.03.01.F Rubblization

ADD THE FOLLOWING THIRD PARAGRAPH TO THE END OF THIS SECTION:

If the rubblized concrete thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the test strip requirements.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.03.07 HMA Courses

C. Test Strip

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

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

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 District Local Aid 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). 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.

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 [form DS8S-PD](#) provided from The Local Aid District Office 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 (X1, X2,..., XN).

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

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

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

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 ≤ 15	0

15 < PD ≤ 30	0.5
30 < PD ≤ 35	2
35 < PD ≤ 40	10
40 < PD ≤ 45	15
45 < PD ≤ 50	20
50 < PD ≤ 60	30
60 < PD ≤ 75	45
PD > 75	Remove & Replace

5. **Outlier Detection.** If PD < 10, the Laboratory will not screen for outliers. If PD ≥ 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.

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 ≥ 30 for mainline or ramp lots, or PD ≥ 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 ≥ 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.

**REPLACE THIS SUBSECTION WITH THE FOLLOWING FOR WHOLLY STATE FUNDED PROJECTS
(NOTE: THIRD STREET (CR724) IS NOT DESIGNATED AS NHS AND IS NOT A ROUTE UNDER NJDOT
JURISDICTION.**

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 Simon Nwachukwu at Simon.Nwachukwu@dot.nj.gov.

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 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 = 0 ²
		T ≤ IRI ≤ 170	PA1 = PAE
		IRI > 170	PA1 = -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 = 0 ²
		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 ²
		120 < IRI ≤ 170	PA3 = PAE
		IRI > 170	PA3 = -A or Corrective action
PA4	Will include, if tested	IRI ≤ T	PA4 = 0 ²

		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

D¹ = 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:

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

Where:

D_N = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

N_N = Number of lots of N section with design thickness D_N of last lift to be evaluated

- Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment will not be greater than zero.

THE FOLLOWING IS ADDED:

Table 401.03.07-7A Exclusions for Resurfacing or Reconstruction		
Roadway	Lane Number	Exclusions
Third Street (CR724)	N/A (Entire width)	Resurfacing

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

Table 401.03.07-7B Minimum Value of P	
Surface Course Mix	P
Hot Mix Asphalt (Dense Graded) with PG 64-22 binder	\$60.00
Hot Mix Asphalt (Dense Graded) with PG 64E-22 binder	\$70.00
Stone Matrix Asphalt, High Performance Thin Overlay, Ultra-Thin Friction Course, Open Graded or Gap Graded Mixes not specified in this table	\$80.00
Bridge Deck Waterproof Surface Course	\$250.00

Table 401.03.07-8 Target IRI for Resurfacing or Reconstruction (T)³

Roadway Type	Current average IRI (C)	New Construction or Reconstruction	Number of Operation for other than New Construction or Reconstruction ⁵			
			One ⁴	Two ⁴	Three ⁴	Four or More ⁴
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 ⁷	55	53	50
	201 to ≤285			58	55	50
	>286 ⁸			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 ⁷	66	63	60
	201 to ≤285			69	66	60
	>286 ⁸			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 ⁷	77	74	70
	201 to ≤285			81	77	70
	>286 ⁸			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_N is the Target IRI of N section and L_N 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:

$$\begin{array}{ll} \text{IRI} \leq T & \text{PA} = 0 \\ \text{IRI} > T & \text{PA} = \text{PAE} \end{array}$$

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). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

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

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

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

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

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

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

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

401.04 Measurement and Payment

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

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.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 PIPE

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.

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 608 NON-VEGETATIVE SURFACES

608.04 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 excavated material available for use as bedding.

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

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.

DIVISION 900 – MATERIALS

SECTION 902 – ASPHALT

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

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 919 – MISCELLANEOUS

919.05 GEOMEMBRANE LINER

TABLE 919.05-1 IS CHANGED TO:

Table 919.05-1 Requirements for HDPE Resin		
Property	Test Method	Requirements
Specific Gravity (Resin & Carbon Black)	ASTM D 792	> 0.940
Melt Index	ASTM D 1238	< 0.4 g/10 min
Carbon Black Content	ASTM D 1603	2 – 3 %

DIVISION 1000 – EQUIPMENT

SECTION 1001 – TRAFFIC CONTROL EQUIPMENT

1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS

THE FIRST PARAGRAPH PART 1 IS CHANGED TO:

1. Meets crash-worthiness requirements as specified in 159.03.02.

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.

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 Business Enterprises (SBE), as defined in N.J.A.C. 12A:10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., 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 businesses 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. 17:14-2.1; 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. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

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

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

1. Post Award Obligations
 - a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
 - b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp
2. Affirmative Action After Award of the Contract
 - a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
 - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
 - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
 - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
 - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
 - b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which

firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
- (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

c. Meeting Contract SBE Goal. Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

d. Termination, Substitution or Replacement of SBEs. Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 – Schedule of DBE/ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per 108.01.

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 8% 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 a 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 Section 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.
 2. **Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:
 - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
 - b. Work, services and materials which are not performed or supplied by the Contractor.
 - c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
 - d. The progress being made and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
 - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
 - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
 - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
 - h. Documentation outlining EEO workforce information for the Contract.
 - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
 3. **Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
 4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.
- O. Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.
- P. Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

STATE FUNDED PROJECT ATTACHMENT 2

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

- A. General.** It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Department to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Department's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Department's contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at http://careerconnections.nj.gov/careerconnections/for_businesses.shtml
2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey "Law Against Discrimination", N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27-1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

Noncompliance by the Contractor with the requirements of the Affirmative Action program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor will cooperate with the State agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of \$2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include the following mandatory equal employment opportunity language in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

identity or expression, veteran's status, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or 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 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(1) 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, veterans 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 for Wholly State Funded Projects" Special Provision 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 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

STATE FUNDED PROJECT ATTACHMENT 3

REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

- A. Minority and Women Employment Goal Obligations.** The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups." The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects		
County	Minority % Participation 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 info 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: http://www.nj.gov/treasury/contract_compliance/pdf/aa201.pdf. Instructions for completing the form can be found online at:

http://www.state.nj.us/treasury/contract_compliance/pdf/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, located at: http://www.nj.gov/treasury/contract_compliance/. Instructions for setting up online access to the web application can be found at: http://www.nj.gov/treasury/contract_compliance/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: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>.
 - a. On a monthly basis, submit Form CC-257R through the web based application within 10 days following the end of each reporting month.
 - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month
 - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with 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

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.

CONTRACT

DOCUMENTS

NOTE: INFORMATIONAL ONLY. THE SUCCESSFUL LOW BIDDER WILL BE REQUIRED TO SIGN AND SUBMIT THESE DOCUMENTS AFTER AWARD.

CONTRACT

THIS AGREEMENT made this day of , 20xx, between the COUNTY OF ATLANTIC a body corporate and politic of the State of New Jersey with offices located at 1333 Atlantic Avenue, Atlantic City, NJ 08401 (the “County” hereinafter), and with offices located at

, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Contractor to provide all goods and services necessary to perform the Work described in more detail in the County’s Invitation to Bid/RFP (Exhibit A) attached herewith; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

WHEREAS, execution of this contract has been authorized by the Board of Chosen Freeholders of Atlantic County pursuant to Atlantic County Resolution # on

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES AND CONTRACT DOCUMENTS.

The Contractor shall provide to the County the following services:

2. CONSIDERATION.

A. In accordance with the authorization for this Contract granted by Atlantic County Board of Chosen Freeholders Resolution # adopted on , the Contractor shall be compensated in an amount not to exceed \$ in full consideration for performance of the Work, in accordance with the requirements of the Contract Documents.

B. The time and rate of compensation shall be as set forth in the County Invitation to Bid /RFP (Exhibit A) and the Contractor’s Proposal, (Exhibit B), for all materials and services satisfactorily provided hereunder, subject to all of the terms, conditions and requirements of the Contract Documents. The Price stated in the Contract Documents constitutes the total compensation (subject to adjustments explicitly authorized by the Contract Documents) payable to Contractor for performing all of the duties, responsibilities and obligations assigned to or undertaken by Contractor and shall be performed at the Contractor’s expense, without change in the Contract Price.

C. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, Contractor understands that Contractor shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in 2.A unless additional compensation is expressly authorized by the County.

D. Any changes to the maximum compensation or scope of work specified or otherwise required by the Contract Documents shall only be effective if such additional compensation or modification is expressly authorized by an amendatory resolution duly adopted by the Atlantic County Board of Chosen Freeholders.

E. Any claim by Contractor for an adjustment in the Contract Price shall be based on written notice delivered by Contractor promptly (but in no event later than seven days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Contractor shall provide complete supporting data with respect to the claim, including all claims for equitable adjustment, not later than thirty (30) days after the start of such occurrence. All claims for adjustment in the Contract Price shall be determined by the County, in the event that the County and Contractor cannot otherwise agree on the amount involved. No claim of any kind for an adjustment in the Contract Price will be valid if it is not submitted in accordance with this procedure, and Contractor waives all rights to recovery for any claim as to which this procedure is not followed.

F. It is the exclusive right of the County to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by Contractor.

G. Payment shall be made only for work which has been accepted by the County as specified by the General Conditions and upon submission by the Contractor of all documentation required by the Contract Documents together with an executed standard County invoice, a bill on Contractor's letterhead

3. TERM. The Term of this Agreement is subject to the following:

A. Upon its authorization and execution this Agreement shall be effective for the term

commencing to .

B. The Contractor acknowledges it shall complete the performance of services under this Agreement in accordance with the time limits specified in the Contract Documents.

C. The County Executive or his designee may extend the time for completion specified by Article III (B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

D. The County Executive may terminate this Agreement at any time, as a consequence of a default by the Contractor, or, to the extent permitted or required by law, for the convenience of the County, by giving written Notice of Termination sent to the Contractor in the address set forth in Article IX. In the event of

termination of this Agreement, the Contractor shall furnish to the County such reports or documents that the County may require based upon work completed under the provisions of this Agreement. The Contractor shall be compensated in the amount determined by the County Executive to be commensurate with the work performed at the time of termination and upon acceptance of said payment Contractor shall have no further rights against the County.

4. TIME OF THE ESSENCE. All time limits for the performance and completion of Work, as stated in the Contract Documents, are of the essence of this Contract. Expeditionary performance and completion of this Contract are essential for the express purpose of enabling the County to maintain in public service an important transportation facility, in accordance with a predetermined program of funding and construction. The Contractor

shall begin the Work promptly on the date of commencement and he shall carry the Work forward expeditiously with adequate forces and shall achieve completion at the earliest possible date within the Contract Time.

5. CONTRACT DOCUMENTS. The County Invitation to Bid/RFP (Exhibit A) including all General, Special and Technical Conditions, all plans, permits and other documents included by the County in the specifications, and the Contractor's Proposal (Exhibit B) along with all attachments herewith are incorporated by reference and comprise the "Contract Documents".

In the event of any dispute or inconsistency, the documents shall have the following priority:

A. The requirements, terms and conditions set forth in the Invitation to Bid/RFP, including the terms of this Contract, including Appendix I and II attached herewith.

B. The Contractor's Proposal (Exhibit B).

In addition to the Exhibits and submissions listed above, the Appendices to the Contract Documents shall additionally constitute integral parts of this Contract and are hereby incorporated herein in their entirety:

Refer to the General Conditions for additional provisions regarding interpretation of Contract Documents.

6. ADDRESS FOR NOTICE. The address given below shall be the address of the representatives parties to which all notices and reports required by this Agreement shall be sent by mail:

To the County of Atlantic: To the Contractor:

County Executive

1333 Atlantic Avenue

County Office Building

Atlantic City, NJ 08401

Copy to: County Counsel

1333 Atlantic Avenue

County Office Building

Atlantic City, NJ 08401

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

7. WAIVER. The County's failure to enforce any of the terms and conditions of this Agreement, either expressly or impliedly, shall not be deemed a waiver of any other of the County's other rights or privileges, or of any of the Contractor's duties, under this Agreement, or as a waiver of the right to thereafter claim damages for any deficiencies or default resulting from any misrepresentation, breach of warranty, default or non-fulfillment of any obligation set forth in the Contract Documents by the Contractor.

8. ENTIRE AGREEMENT BETWEEN PARTIES. The County and Contractor agree that this Agreement and all attachments hereto including but not limited to each component of the Contract Documents, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

9. INVALID OR UNENFORCEABLE TERMS. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10. SURVIVAL: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this contract.

ATTEST: COUNTY OF ATLANTIC:

Sonya G. Harris, Clerk Dennis Levinson

Board of Chosen Freeholders County Executive

ATTEST CONTRACTOR:

Affix Corporate Seal, if

applicable

APPROVED AS TO FORM:

James F. Ferguson

County Counsel

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the 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 county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

APPENDIX 2
INSURANCE REQUIREMENTS
CONTRACTOR(S) INSURANCE REQUIREMENTS

A). GENERAL REQUIREMENTS

1) The Contractor(s) shall provide and pay for insurance coverage of such type and in such amounts as will completely protect the Contractor and the County, its elected officials, officers, agents, servants, employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this contract.

2) The insurance should be furnished by insurance companies with and "A- (Excellent) VII" or better or better rating as published in the most recent editions of Best Insurance Key Rating and shall be authorized to conduct business in the State of New Jersey.

3) It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not reported in the BEST GUIDE, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the County Risk Manager or the County Counsel. Furthermore written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.

4) The Contractor(s) shall furnish the County with Certificates of Insurance, as shown under "B" Specific Coverage Requirements, policies for General Liability must be endorsed to include the County of Atlantic as an **Additional Insured, a copy of ISO Endorsements CG 20 10 is required along with the certificate.** The Certificates of Insurance shall set out the types of coverage, the limits of liability, describe the operation by reference to this contract and provide for (30 days) written notice to the County of cancellation and/or non-renewal. All of the Contractor's Deductibles or Retentions shall be the sole responsibility of the consultant; those in excess of \$10,000 are to be disclosed and are subject to approval by the County. If requested, actual policy copies or incurred loss information may be required.

5) The policies and specified limits of coverage must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. **Contracts that involve construction, installation, or maintenance repair must maintain completed operations insurance, endorsing the County as an additional insured for a term of two (2) years beginning on the date of the final acceptance. They also must include a copy of I.S O. Endorsement CG 2011 CG 2037, or their equivalent.**

6) The Contractor(s) shall obtain, and furnish the County, certificates of insurance from their sub-contractor(s) or sub sub-contractor(s) showing policies in force with coverage and limits as described under these insurance requirements.

7) The Certificate of Insurance with **A COPY OF THE ADDITIONAL INSURED ENDORSEMENTS**, are to be signed by a person authorized by the insuring company(s) to bind coverage on its behalf. Neither approval by the County nor failure to disapprove Certificates of Insurance/ furnished by the

Contractor shall release the Contractor from full responsibility for all liability including costs of defense. Insurance is required as a measure of protection and the Contractor's liability is not limited thereby.

8) The Certificates of Insurance must be submitted to the County and shall be subject to the review and approval of the County Counsel or Risk Manager.

9) If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor, prior to the expiration, change or cancellation, to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy so that there will be no lapse in any coverage. In the event of interruption of any coverage for any reason, all payments and work under the contract shall cease and not be resumed until coverage has been restored and a current Certificate of Insurance received and approved.

10) Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three (3) years and shall provide coverage for the period under which operations were performed by the consultant. Proof of such extension shall annually be presented to the Risk Manager for the County of Atlantic and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.

11) Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractor's Insurance. Insurance or Risk Funding Maintained by the County of Atlantic does not provide protection for Contractor(s) liability.

12) Certificates of Insurance and Evidence of Property Forms shall show the Certificate Holder as follows:

COUNTY OF ATLANTIC
COUNTY OFFICE BUILDING
1333 ATLANTIC AVENUE
ATLANTIC CITY, NEW JERSEY 08401
ATTN.: RISK MANAGER

Certificates of Insurance not reading as above will not be acceptable and will delay contract signature and/or payment.

13) Questions regarding these insurance requirements may be directed to (609)-345-6700 Ext. 2495. Certificates for approval may be preliminarily submitted via fax to (609)-343-2164, or to (609)-343-2373.

B.) SPECIFIC COVERAGE REQUIREMENTS

1) The following items are the minimum mandatory types of insurance coverage to be carried under the preceding requirements:

a) Workers Compensation-Statutory Limits , Employers Liability - with minimum limits of - \$1,000,000,/1,000,000,/1,000,000.

b) General Liability in a comprehensive form, with minimum limits as follows:

1. Each Occurrence	\$1,000,000
2. Damage to Rented or Leased Properties	\$ 100,000
3. Medical Expense	\$ 5,000
4. Personal & Adv. Injury	\$1,000,000
5. General Aggregate	\$2,000,000
6. Products-Completed Operations Aggregate	\$2,000,000

c) Motor Vehicle Liability Insurance in a comprehensive form, endorsed to include pollution coverage, with minimum limits of \$1,000,000 CSL

1. Owned Vehicles
2. Hired/Leased Vehicles
3. Non-Owned Vehicles

d) Umbrella /Excess Liability over General / Automobile liability, with minimum limits of \$5,000,000

e) Professional Liability Insurance, including errors and omissions coverage with minimum limits of \$2,000,000

f) Environmental Impairment Liability with minimum limits of \$1,000,000

g) County Landlords Contractors Protective: To be purchased by the General Contractor (named insured County of Atlantic) minimum limits of \$1,000,000

County of Atlantic is named as "Additional Insured" with respect to all work performed by the Contractor. Contractor's Insurance is Primary to any other valid or collectible Insurance

January, 2015

BID

DOCUMENTS

BID CHECK LIST



Checked "X" Items.
(Required as stated below)

Items submitted with bid
(Bidder's **INITIALS**)



**A FAILURE TO SUBMIT ANY OF THESE ITEMS IS
MANDATORY CAUSE FOR REJECTION OF BID**

X	Complete and sign Proposal page(s) ORIGINAL SIGNATURES	_____
X	Stockholder Disclosure Certification, Pursuant to N.J.S.A.40A:11-16.....	_____
X	Bid guarantee (bid bond or certified /cashier's check).....	_____
X	Consent of Surety	_____
X	Acknowledgment of receipt of addenda or revisions (if any).....	_____
X	Disclosure of Investment Activities in Iran.....	_____

B MANDATORY ITEM(S) REQUIRED PRIOR TO AWARD OF CONTRACT

X	Copy of New Jersey Business Registration Certificate for bidder and designated subcontractors	_____
X	Copy of Certificate for Public Works Contractor Registration.....	_____
X	Federal Debarment Certification.....	_____

**C FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE
FOR REJECTION**

X	Non-Collusion Affidavit.....	_____
X	Affirmative Action Page (AA 201 Completed & Submitted).....	_____
-	References (if required)	-
-	Deviations from Specifications, if applicable, attached in letter form.....	-
-	Other :	-

Print Name of Bidder : _____ Date: _____

Signed By: _____

Print Name & Title: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED
WHERE INDICATED AND RETURNED WITH ALL ITEMS**

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(FOR 'BOTH SIDES' PRINT FORMAT)

**ATLANTIC COUNTY HAS PROVIDED THIS SAMPLE BID BOND
FOR SUBMISSION TO A BIDDER'S INSURANCE/BONDING COMPANY.
LANGUAGE SUCH AS THIS WILL BE ACCEPTED; HOWEVER,**

**LANGUAGE THAT LIMITS THE BID BOND TO THE "DIFFERENCE" BETWEEN
BID AMOUNT AND SUCH LARGER AMOUNT FOR WHICH THE COUNTY
COULD CONTRACT, SHALL NOT BE ACCEPTABLE.**

THIS BOND, made this _____ day of _____, 20_____.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal and _____ as Surety, are held firmly bound unto the County of Atlantic, as Owner, in the sum of Ten Percent (10%) of the total amount of Bid, (no check or bid bond shall be for more than \$20,000) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above is such that whereas the Principal has submitted to the County of Atlantic a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for _____.

NOW, THEREFORE,

- (a) If said Bid be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be null and void; otherwise the same shall remain in full 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 amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and in such of them as are corporations have caused their corporate seals to be hereto affixed and those present to be signed by their proper officers, the day and year first set forth above.

by Principal: _____

by Surety: _____

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(FOR 'BOTH SIDES' PRINT FORMAT)

ATLANTIC COUNTY HAS PROVIDED THIS SAMPLE CONSENT OF SURETY FORM 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 COUNTY 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 SPECIFICATION)

County of Atlantic
1333 Atlantic Avenue
Atlantic City, NJ 08401

NAME OF INSURANCE/BONDING COMPANY

being duly qualified to transact business in the State of New Jersey, hereby certifies that if

CONTRACTOR NAME

is the successful bidder for _____

_____ it as surety will provide the bidder
with a bonds as are called for in the bid specifications.

Signed and Sealed _____, 20____.

NAME OF INSURANCE/BONDING COMPANY

by: _____
ATTORNEY-IN-FACT

POWER OF ATTORNEY MUST BE ATTACHED TO CONSENT OF SURETY

YOU MUST PROVIDE BELOW THE NAME, ADDRESS AND PHONE NUMBER OF A PERSON TO BE CONTACTED IN THE EVENT ANY QUESTIONS OR CLAIMS ARISE REGARDING THE BID AND / OR PERFORMANCE BOND.

NAME _____ TITLE _____

ADDRESS _____

PHONE # _____

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(FOR 'BOTH SIDES' PRINT FORMAT)

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)
- ☐ Partnership ☐ 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	Home Address (for Individuals) or Business 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	Home Address (for Individuals) or Business 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:	

PROPOSAL FORM

DATE _____

The undersigned having read the Notice to Bidders, Invitation to Bid, Instructions to Bidders and Special Provisions attached thereto for the

***FOR THE RESURFACING OF
THIRD STREET (CR 724) Sec. 1A & 1B
IN THE TOWN OF HAMMONTON
(724M0101 to 724M0102)***

NJDOT JOB NO.: 5513319

and having examined the site of the work and furnish all materials mentioned in the plans and/or specifications for the entire work in the manner prescribed or as amended or modified by the Special Provisions at the unit prices listed below.

It is understood that the quantities listed below of the various items of work to be performed or materials to be furnished, are estimates only which can be increased or decreased in the manner designated in the Plans and/or Specifications. All materials specified herein shall comply with the **2019** Edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, and the additions to and modifications of the Standard Specifications applicable to County and Municipal construction.

ALL "PF" PAGES MUST BE COMPLETED AND SIGNED OR BID SHALL BE REJECTED.

Signature _____

**FOR THE RESURFACING OF
THIRD STREET (CR 724) Sec. 1A & 1B
IN THE TOWN OF HAMMONTON
(724M0101 to 724M0102)
NJDOT Job No.: 5513319**

SCHEDULE OF QUANTITIES AND PRICES

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Amount
1	CONSTRUCTION SIGNS	1,316.13	SF		
2	BREAKAWAY BARRICADES	65	UNIT		
3	DRUMS	90	UNIT		
4	TRAFFIC CONES	34	UNIT		
5	FLASHING ARROW BOARD, 4' x 8'	4	UNIT		
6	TRAFFIC DIRECTORS, FLAGGERS	900	HOUR	\$75.53	\$67,977.00
7	TRAFFIC SAFETY SERVICES (POLICE)	160	HOUR	\$75.53	\$12,084.80
8	PORTABLE VARIABLE MESSAGE SIGNS	4	UNIT		
9	ASPHALT PRICE ADJUSTMENT	1	LS	\$10,200.00	\$10,200.00
10	FUEL PRICE ADJUSTMENT	1	LS	\$2,000.00	\$2,000.00
11	NO ITEM	-	-	-	-
12	CLEARING SITE	1	LS		
13	HMA MILLING, VARIABLE DEPTH	19,486	SY		
14	HOT MIX ASPHALT, 12.5ME SURFACE COURSE (2" THICK)	2,493	TON		
15	HOT MIX ASPHALT, 12.5M64 BASE COURSE (2" THICK)	2,608	TON		
16	TACK COAT	2,931	GAL		
17	POLYMERIZED JOINT ADHESIVE, HMA SURFACE COURSE	8,729	LF		
18	POLYMERIZED JOINT ADHESIVE, HMA BASE COURSE	9,165	LF		
19	HOT MIX ASPHALT PAVEMENT REPAIR	1,949	SY		

ALL "PF" PAGES MUST BE COMPLETED AND SIGNED OR BID SHALL BE REJECTED

SIGNATURE _____

PF-2

**FOR THE RESURFACING OF
THIRD STREET (CR 724) Sec. 1A & 1B
IN THE TOWN OF HAMMONTON
(724M0101 to 724M0102)
NJDOT Job No.: 5513319**

SCHEDULE OF QUANTITIES AND PRICES

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Amount
20	MONUMENT BOX	1	UNIT		
21	HOT MIX ASPHALT DRIVEWAY, 6" THICK	593	SY		
22	HOT MIX ASPHALT DRIVEWAY, VARIABLE THICKNESS	329	SY		
23	CONCRETE DRIVEWAY, 6" THICK	263	SY		
24	9"x18" CONCRETE VERTICAL CURB	590	LF		
25	CONCRETE SIDEWALK, 4" THICK	99	SY		
26	CONCRETE SLOPE GUTTER, 8" THICK	56	SY		
27	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4"	22,226	LF		
28	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 8"	803	LF		
29	TRAFFIC MARKINGS, THERMOPLASTIC	488	SF		
30	RPM, BI-DIRECTIONAL, AMBER LENS	79	UNIT		
31	DETECTABLE WARNING SURFACE	11	SY		
32	RPM, MONO-DIRECTIONAL, WHITE LENS	8	UNIT		
33	RPM, BI-DIRECTIONAL, BLUE LENS	8	UNIT		
34	SET INLET TYPE E, CASTING	4	UNIT		
35	CURB PIECE	3	UNIT		
36	BICYCLE SAFE GRATE	1	UNIT		
37	RESET CASTING	22	UNIT		
38	TREE REMOVAL, OVER 12" TO 36" DIAMETER	5	UNIT		
39	EXCAVATION, UNCLASSIFIED	222	CY		

ALL "PF" PAGES MUST BE COMPLETED AND SIGNED OR BID SHALL BE REJECTED

SIGNATURE _____

PF-3

**FOR THE RESURFACING OF
THIRD STREET (CR 724) Sec. 1A & 1B
IN THE TOWN OF HAMMONTON
(724M0101 to 724M0102)
NJDOT Job No.: 5513319**

SCHEDULE OF QUANTITIES AND PRICES

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Amount
40	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK.	666	SY		
41	RIP RAP STONE SLOPE PROTECTION 12" THK. (D=6")	50	SY		
42	SOIL AGGREGATE SHOULDERS, 6" THICK	435	SY		
43	NON-VEGETATIVE, HOT MIX ASPHALT	270	SY		
44	BEAM GUIDE RAIL	125	LF		
45	TANGENT GUIDE RAIL TERMINAL	4	UNIT		
46	REMOVAL OF BEAM GUIDE RAIL	389	LF		
47	REGULATORY AND WARNING SIGNS	92	SF		
48	BREAKAWAY SUPPORTS USING EXISTING SIGNS	1	UNIT		
49	TURF REPAIR STRIP	7,045	LF		
50	TOPSOIL, 4" THICK	47	SY		
51	FERTILIZING AND SEEDING, TYPE A-3	47	SY		
52	STRAW MULCHING	47	SY		
53	15" REINFORCED CONCRETE CULVERT PIPE, CLASS IV	582	LF		
54	14" DUCTILE IRON CULVERT PIPE	44	LF		
55	EXCAVATION TEST PITS	50	CY		
TOTAL CONTRACT PRICE =					

ALL "PF" PAGES MUST BE COMPLETED AND SIGNED OR BID SHALL BE REJECTED

SIGNATURE _____

PF-4

COUNTY OF ATLANTIC
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
VENDOR REQUIRED TO COMPLETE AND RETURN FORM WITH PROPOSAL
REGARDLESS OF WHETHER ADDENDA WAS ISSUED.
FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT
WHICH CANNOT BE CURED AND PROPOSAL WILL BE REJECTED

The undersigned vendor hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Initial
<u>1. "S.R.S. Construction Plan"</u>	<u>(incl. in original bid package)</u>	<u>N. / A.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

Vendor acknowledges to the best of this /her knowledge no addendum has been issued by the County

Dated _____ Initial _____

Vendor is required to complete, sign and submit form with bid regardless of whether addenda was issued. Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected .

See: N.J.S.A. 40 A:11-23.2

BY: _____
(Print or Type Name of Authorized Individual)

Title: _____

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-__ (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.

Individual or Organization Name:

Individual or Organization Address:

DUNS Number (if applicable): _____

CAGE Code (if applicable): _____

Check the box that represents the type of business organization:

☐

Sole Proprietorship (skip Parts II and III)

☐

Non-Profit Corporation (skip Parts II and III)

☐

For-Profit Corporation (any type)

☐

Limited Liability Company (LLC)

☐

Partnership

☐

Limited Partnership

☐

Limited Liability Partnership (LLP)

☐

Other (be specific): _____

Part I Certification of Non-Debarment: Individual or Organization

I hereby certify that **<name of individual or organization>** is not debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part II Certification of Non-Debarment: Individual or Entity Owning Greater Than 50 Percent of Organization

PART A

- ☐ 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.

Name of Individual or Business Entity	Home Address (for Individual) or Business Address

OR

- ☐ 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.

PART B (Skip if no business entity is listed in Part A above)

- ☐ 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.

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	Home Address (for Individual) or Business Address

OR

- ☐ 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.

PART C: Certification

I hereby certify that no individual or organization that is debarred at the federal level from contracting with a federal government agency owns greater than 50 percent of <name of organization> or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 *<type of contracting unit>*, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part III Certification of Non-Debarment: Contractor-Controlled Entities
PART A



Below is the name and address of the corporation(s) in which *<name of individual or organization>* more than 50 percent of voting stock, or of the partnership(s) in which *<name of individual or organization>* owns more than 50 percent interest therein, or of the limited liability company or companies in which *<name of individual or organization>* owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

(add additional sheets if necessary)

OR



<Name of individual or organization> 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.

PART B (Skip if no business entities are listed in Part III A)



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 Part III A	Business Address

(add additional sheets if necessary)

OR

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.

PART C: Certification

I hereby certify that *<name of individual or organization>* does not own greater than 50 percent of any entity that is debarred at the federal level from contracting with a federal government agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 *<type of contracting unit>*, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF _____) ss

I, _____ of _____ in the County of _____
and the State of _____, of full age,
being duly sworn according to law on oath, depose and say, that:

I am, _____ of the Firm of _____
the bidder making the Proposal for the herein project, and that I executed the said Proposal with full
authority to do so, that said bidder has not directly or indirectly entered into any agreement, participated
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with
the above named project, and that all statements contained in said Proposal and in this affidavit are true
and correct, and made with full knowledge that the County of Atlantic relies upon the truth of the
statements contained in said Proposal and in the statements contained in this affidavit in awarding the
contract for the said project.

I warrant that no requirement or commitment was made in reference to any political contribution to
any party, person, or elected official and that no undisclosed benefits of any kind were promised to
anyone connected with County government or any political party in reference hereto.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Name of Contractor

I further warrant and represent that I have never been convicted of, or acknowledge nor admitted to
any payment of kickbacks or unlawful gifts to any government official or employee for which conduct the
County of Atlantic under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with
the prosecution in the course of a judicial inquiry.

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY
OF _____ 20____

Signature of Notary Public

Notary Public of _____

My Commission Expires _____

SIGNATURE OF AFFIANT

PRINT OR TYPE NAME OF AFFIANT

AFFIRMATIVE ACTION INFORMATION

Please complete the following:

Company Name _____

1. Our Company has a Federal Affirmative Action Plan Approval:

YES _____ NO _____

a. If yes, submit a photographic copy of the Approval

2. Our Company has a New Jersey Certificate of Employee Information Report:

YES _____ NO _____

a. If yes, submit a Photographic copy of the Certificate

3. Our Company has neither of the above, therefore send us (check if applicable)

FORM AA-302 _____ (Service Contracts)
Affirmative Action Employee Information Report

FORM AA-201 _____ (Construction Contracts)
Initial Project Workforce Report Construction

I certify that the above information is correct to the best of my knowledge.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's bid proposal non-responsive.** If the County of Atlantic determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The County of Atlantic may also report to the county counsel the name of that person, together with its information as to the false certification, and the county counsel may determine to bring such civil action against the person to collect such penalty.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

Name _____ Relationship to
Bidder/Offeror _____

Description of

Activities _____

____ Duration of Engagement _____ Anticipated Cessation

Date _____

Bidder/Offeror Contact Name _____ Contact Phone
Number _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Atlantic is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Atlantic to notify the County of Atlantic in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Atlantic and that the County of Atlantic at its option may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

WAGE DETERMINATIONS

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

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html . The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

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 contract, the contracting agency may terminate the contractor's or subcontractor 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.