



New Jersey Department of Transportation

03-Dec-2012

Page 1 of 4

Contract: 11441

Change Order: 006

Approved

DC-173

Sandy

Contract Details

Route: Section: Region: HQ	Contractor: SCHIFANO CONSTRUCTION CORP 1 SMALLEY AVENUE MIDDLESEX, NJ 08846	Funding: 100% State Fed Project#: 100%STATE State Project#:												
Project: 11441 Description: MAINTENANCE RESURFACING CONTRACT NO. 515, DP#: 11441 VARIOUS ROUTES. STATEWIDE	<table border="1"><thead><tr><th></th><th>Road</th><th>Bridge</th><th>Total</th></tr></thead><tbody><tr><td>Original Contract Amt:</td><td>\$3,601,795.00</td><td>\$0.00</td><td>\$3,601,795.00</td></tr><tr><td>Current Contract Amt:</td><td>\$6,977,477.90</td><td>\$0.00</td><td>\$6,977,477.90</td></tr></tbody></table>		Road	Bridge	Total	Original Contract Amt:	\$3,601,795.00	\$0.00	\$3,601,795.00	Current Contract Amt:	\$6,977,477.90	\$0.00	\$6,977,477.90	
	Road	Bridge	Total											
Original Contract Amt:	\$3,601,795.00	\$0.00	\$3,601,795.00											
Current Contract Amt:	\$6,977,477.90	\$0.00	\$6,977,477.90											

Change Order Summary

	Road	Bridge	Total	
Extra Work:	\$1,633,322.90	\$0.00	\$1,633,322.90	Extensions This Change Order: 0
Increases:	\$0.00	\$0.00	\$0.00	Original Completion Date: 12/31/12
Decreases:	\$0.00	\$0.00	\$0.00	Approved Extensions (All Change Orders): 0
				Approved Adjusted Compl Date: 12/31/12
				Extensions Not Yet Approved This Change Order: 0

Change Order Approvals

Approval Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Kenneth H. Lane, Jr.	12/3/2012
2	Resident Engineer	Kenneth H. Lane, Jr.	12/3/2012
3	Field Manager	Grande, Amanda	12/3/2012
4	Regional Cst Eng/Maint. Manager	Bhandari, Harish	12/3/2012

ACCEPTED: CONTR'S AUTHORIZED SIGNATURE NAME: _____ TITLE: _____ PROTESTED BY LETTER _____	RESERVED FOR F.H.W.A	APPROVED: <i>RBham</i> 12/3/12 REGIONAL CONSTRUCTION ENGINEER ALTERNATE PROCEDURES PROJEC FULL _____ PARTIAL _____ FEDERAL PARTICIPATION 100% STATE _____
REVIEWED: _____ CONTRACTS PAYABLE DATE	FUNDS CERTIFIED: _____ DIRECTOR OF ACCOUNTING DATE	



Change Order Details

You are hereby directed to implement the following changes in accordance with the provisions of section 104 of the specifications for this contract:

Change Order Description: HURRICANE SANDY

Location of Proposed Order:

Nature and Reason of Change:

On October 29, 2012, Hurricane "Sandy" moved into New Jersey causing extensive coastal flooding, erosion, and wind damage inland. Emergency clean up and restoration work is necessary. It is proposed to establish the following items and estimated Force Account budget:

Item No. 9500 Force Account, Sandy FEMA Debris Removal	\$850,000.00
--	--------------

Item Nos. 9506-9597 are established with estimated quantities for Sandy FHWA Emergency Repair. The unit prices are based on the bid item prices for this contract.

\$783,332.90

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

Time Adjustments:

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

**New Jersey Department of Transportation****Contract: 11441****Change Order: 006****Approved**

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Extra Work**Category: 0001 - Maintenance Resurfacing Contract No. 515, Dp No: 11441**

Line#	Item#/Description	Qty	Unit	Unit Price	Amount
9500	MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA	850,000.00	DOLL	\$1.00	\$850,000.00
9517	MMR060M - FLASHING ARROW BOARD, 4' X 8'	15.00	DAY	\$50.00	\$750.00
9518	MMR061M - PORTABLE VARIABLE MESSAGE SIGN	15.00	DAY	\$100.00	\$1,500.00
9519	MMG008M - TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH	15.00	DAY	\$100.00	\$1,500.00
9523	202009P - EXCAVATION, UNCLASSIFIED	500.00	CY	\$25.00	\$12,500.00
9520	159141M - TRAFFIC DIRECTOR, FLAGGER	160.00	HOURL	\$75.00	\$12,000.00
9521	160004M - FUEL PRICE ADJUSTMENT	25,000.00	DOLL	\$1.00	\$25,000.00
9522	160007M - ASPHALT PRICE ADJUSTMENT	25,000.00	DOLL	\$1.00	\$25,000.00
9528	302051P - DENSE-GRADED AGGREGATE BASE COURSE, VARI	400.00	CY	\$36.75	\$14,700.00
9531	401027M - POLYMERIZED JOINT ADHESIVE	1,000.00	LF	\$0.35	\$350.00
9532	401030M - TACK COAT	2,000.00	GAL	\$3.50	\$7,000.00
9534	401042M - HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	2,000.00	T	\$76.50	\$153,000.00
9537	401099M - HOT MIX ASPHALT 25 M 64 BASE COURSE	2,000.00	T	\$75.00	\$150,000.00
9539	159138M - HMA PATCH	1,000.00	T	\$200.00	\$200,000.00
9542	MMR010M - MILLING 2" AVERAGE DEPTH (OVER 8000 S.Y.	10,000.00	SY	\$2.75	\$27,500.00
9544	MMR088M - SAWCUTTING	1,000.00	LF	\$5.00	\$5,000.00
9545	MMR089M - PREPARATION OF ROADBED	1,000.00	SY	\$1.50	\$1,500.00
9582	159126M - TEMPORARY TRAFFIC STRIPES, 4"	100,000.00	LF	\$0.31	\$31,000.00
9584	610003M - TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN	100,000.00	LF	\$0.42	\$42,000.00
9585	610009M - TRAFFIC MARKINGS, THERMOPLASTIC	38.00	SF	\$6.30	\$239.40
9589	MMR081M - TRAFFIC MARKINGS, LINES, THERMOPLASTIC	3,000.00	LF	\$0.63	\$1,890.00
9590	610012M - RPM, MONO-DIRECTIONAL, WHITE LENS	16.00	U	\$31.50	\$504.00
9597	603017P - RIP RAP STONE SLOPE PROTECTION, 12"	400.00	SY	\$45.00	\$18,000.00
9535	401060M - HOT MIX ASPHALT 12.5 M 76 SURFACE COURSE	505.10	T	\$85.00	\$42,933.50
9509	MMR006M - EMERGENCY MOBILIZATION	1.00	U	\$3,500.00	\$3,500.00
9514	159006M - DRUM	36.00	U	\$1.00	\$36.00
9525	MMB080M - BORROW EXCAVATION, SELECTED MATERIAL	192.00	CY	\$10.00	\$1,920.00
9506	MMR001M - CONSTRUCTION LAYOUT	2.00	DAY	\$1,500.00	\$3,000.00
9507	MMR003M - MOBILIZATION, PREMIUM	1.00	DAY	\$1,000.00	\$1,000.00

Sub-total: \$1,633,322.90



New Jersey Department of Transportation

Contract: 11441

Change Order: 006

Approved

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Change Order Total: \$1,633,322.90



New Jersey Department of Transportation

Contract/DP File: 11441

SANDY

Change Order : #006

Job Number: 2205547

DC-174

PARTICIPATION BREAKDOWN THIS CHANGE ORDER

Federal Project No. OR Participating Agency		EXTRA	INCREASES	DECREASES
100% State Pending FEMA Reimbursement (FEMA) - DR-4086-NJ Item No: 9500	ROAD	\$ 850,000.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	ROAD	\$ 850,000.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL	\$ 850,000.00	\$ 0.00	\$ 0.00

Net Total Road	\$ 850,000.00
Net Total Bridge	\$ 0.00
Net Total for CO	\$ 850,000.00



New Jersey Department of Transportation

Contract/DP File: 11441

SANDY

Change Order : #006

Job Number: 2205546

DC-174

PARTICIPATION BREAKDOWN THIS CHANGE ORDER				
Federal Project No. OR Participating Agency		EXTRA	INCREASES	DECREASES
100% State	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
(FHWA)-NJ13(001) Item Nos. 9506-9597	ROAD	\$ 783,322.90	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	ROAD	\$ 783,322.90	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL	\$ 783,322.90	\$ 0.00	\$ 0.00

Net Total Road	\$ 783,322.90
Net Total Bridge	\$ 0.00
Net Total for CO	\$ 783,322.90



New Jersey Department of Transportation

11-Feb-2013

Contract: 11441

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Change Order: 008

Approved

DC-173

Contract Details

Route: Section: Region: HQ	Contractor: SCHIFANO CONSTRUCTION CORP 1 SMALLEY AVENUE MIDDLESEX, NJ 08846	Funding: 100% State Fed Project#: 100% STATE State Project#:												
Project: 11441 Description: MAINTENANCE RESURFACING CONTRACT NO. 515, DP#: 11441 VARIOUS ROUTES. STATEWIDE	<table><thead><tr><th></th><th>Road</th><th>Bridge</th><th>Total</th></tr></thead><tbody><tr><td>Original Contract Amt:</td><td>\$3,601,795.00</td><td>\$0.00</td><td>\$3,601,795.00</td></tr><tr><td>Current Contract Amt:</td><td>\$10,169,981.65</td><td>\$0.00</td><td>\$10,169,981.65</td></tr></tbody></table>			Road	Bridge	Total	Original Contract Amt:	\$3,601,795.00	\$0.00	\$3,601,795.00	Current Contract Amt:	\$10,169,981.65	\$0.00	\$10,169,981.65
	Road	Bridge	Total											
Original Contract Amt:	\$3,601,795.00	\$0.00	\$3,601,795.00											
Current Contract Amt:	\$10,169,981.65	\$0.00	\$10,169,981.65											

Change Order Summary

<table><thead><tr><th></th><th>Road</th><th>Bridge</th><th>Total</th></tr></thead><tbody><tr><td>Extra Work:</td><td>\$1,492,503.75</td><td>\$0.00</td><td>\$1,492,503.75</td></tr><tr><td>Increases:</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Decreases:</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr></tbody></table>		Road	Bridge	Total	Extra Work:	\$1,492,503.75	\$0.00	\$1,492,503.75	Increases:	\$0.00	\$0.00	\$0.00	Decreases:	\$0.00	\$0.00	\$0.00	<table><tr><td>Extensions This Change Order:</td><td>0</td></tr><tr><td>Original Completion Date:</td><td>12/31/12</td></tr><tr><td>Approved Extensions (All Change Orders):</td><td>31</td></tr><tr><td>Approved Adjusted Compl Date:</td><td>1/31/13</td></tr><tr><td>Extensions Not Yet Approved This Change Order:</td><td>0</td></tr></table>	Extensions This Change Order:	0	Original Completion Date:	12/31/12	Approved Extensions (All Change Orders):	31	Approved Adjusted Compl Date:	1/31/13	Extensions Not Yet Approved This Change Order:	0
	Road	Bridge	Total																								
Extra Work:	\$1,492,503.75	\$0.00	\$1,492,503.75																								
Increases:	\$0.00	\$0.00	\$0.00																								
Decreases:	\$0.00	\$0.00	\$0.00																								
Extensions This Change Order:	0																										
Original Completion Date:	12/31/12																										
Approved Extensions (All Change Orders):	31																										
Approved Adjusted Compl Date:	1/31/13																										
Extensions Not Yet Approved This Change Order:	0																										

Change Order Approvals

Approval

Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Kenneth H. Lane, Jr.	2/11/2013
2	Resident Engineer	Kenneth H. Lane, Jr.	2/11/2013
3	Field Manager	Grande, Amanda	2/11/2013
4	Regional Cst Eng/Maint. Manager	Bhandari, Harish	2/11/2013

ACCEPTED:

RESERVED FOR F.H.W.A

APPROVED:

CONTR'S AUTHORIZED SIGNATURE

NAME: _____

TITLE: _____

PROTESTED BY LETTER _____

REGIONAL CONSTRUCTION ENGINEER DATE

ALTERNATE PROCEDURES PROJEC _____

FULL _____ PARTIAL _____

FEDERAL PARTICIPATION

100% STATE _____

REVIEWED: _____

CONTRACTS PAYABLE DATE

FUNDS CERTIFIED: _____

DIRECTOR OF ACCOUNTING DATE



New Jersey Department of Transportation

Contract: 11441
Change Order: 008 Approved

11-Feb-2013

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Change Order Details

You are hereby directed to implement the following changes in accordance with the provisions of section 104 of the specifications for this contract:

Change Order Description: HURRICANE SANDY

Location of Proposed Order:

Nature and Reason of Change:

On October 29, 2012, Hurricane "Sandy" moved into New Jersey causing extensive coastal flooding, erosion, and wind damage inland. Emergency clean up and restoration work is necessary. It is proposed to establish the following items:

Item Nos. 9506-9599 are ADJUSTED with MEASURED quantities for Sandy FHWA Emergency Repair. The unit prices are based on the bid item prices for this contract.

\$1,307,441.23

Item Nos. 9708-9789 are added with MEASURED quantities for Sandy FEMA Restoration Repair. The unit prices are based on the bid item prices for this contract.

\$185,062.53

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

Time Adjustments:

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



New Jersey Department of Transportation

11-Feb-2013

Contract: 11441

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Change Order: 008

Approved

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Extra Work

Category: 0001 - Maintenance Resurfacing Contract N

Line#	Item#/Description	Qty	Unit	Unit Price	Amount
9523	202009P - EXCAVATION, UNCLASSIFIED	870.00	CY	\$25.00	\$21,750.00
9532	401030M - TACK COAT	648.00	GAL	\$3.50	\$2,268.00
9534	401042M - HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	3,780.92	T	\$76.50	\$289,240.38
9535	401060M - HOT MIX ASPHALT 12.5 M 76 SURFACE COURSE	1,658.92	T	\$85.00	\$141,008.20
9537	401099M - HOT MIX ASPHALT 25 M 64 BASE COURSE	6,102.21	T	\$75.00	\$457,665.75
9539	159138M - HMA PATCH	415.00	T	\$200.00	\$83,000.00
9542	MMR010M - MILLING 2" AVERAGE DEPTH (OVER 8000 S.Y.	22,925.00	SY	\$2.75	\$63,043.75
9585	610009M - TRAFFIC MARKINGS, THERMOPLASTIC	90.00	SF	\$6.30	\$567.00
9589	MMR081M - TRAFFIC MARKINGS, LINES, THERMOPLASTIC	6,920.00	LF	\$0.63	\$4,359.60
9508	MMR004M - MOBILIZATION	1.00	U	\$2,000.00	\$2,000.00
9569	602183M - RECONSTRUCTED MANHOLE, USING NEW CASTING	1.00	U	\$500.00	\$500.00
9536	401084M - HOT MIX ASPHALT 19 M 64 INTERMEDIATE COU	437.31	T	\$63.50	\$27,769.19
9561	602099M - RESET EXISTING CASTING	18.00	U	\$350.00	\$6,300.00
9599	MMR105M - ROADWAY EXCAVATION, UNCLASSIFIED,	4,424.88	CY	\$47.00	\$207,969.36
9708	MMR004M - MOBILIZATION	1.00	U	\$2,000.00	\$2,000.00
9723	202009P - EXCAVATION, UNCLASSIFIED	463.00	CY	\$25.00	\$11,575.00
9717	MMR060M - FLASHING ARROW BOARD, 4' X 8'	2.00	DAY	\$50.00	\$100.00
9719	MMG008M - TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH	7.00	DAY	\$100.00	\$700.00
9720	159141M - TRAFFIC DIRECTOR, FLAGGER	96.50	HOURL	\$75.00	\$7,237.50
9728	302051P - DENSE-GRADED AGGREGATE BASE COURSE, VARI	283.17	CY	\$36.75	\$10,406.50
9732	401030M - TACK COAT	125.00	GAL	\$3.50	\$437.50
9734	401042M - HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	1,144.52	T	\$76.50	\$87,555.78
9737	401099M - HOT MIX ASPHALT 25 M 64 BASE COURSE	201.28	T	\$75.00	\$15,096.00
9739	159138M - HMA PATCH	73.41	T	\$200.00	\$14,682.00
9740	MMR008M - MILLING 2" AVERAGE DEPTH (UNDER 2000 S.Y	1,500.00	SY	\$5.00	\$7,500.00
9774	606012P - CONCRETE SIDEWALK, 4" THICK	111.90	SY	\$80.00	\$8,952.00
9785	610009M - TRAFFIC MARKINGS, THERMOPLASTIC	28.00	SF	\$6.30	\$176.40
9775	606024P - CONCRETE SIDEWALK, REINFORCED, 6" THICK	13.70	SY	\$86.00	\$1,178.20
9779	606084P - DETECTABLE WARNING SURFACE	1.00	SY	\$300.00	\$300.00

**New Jersey Department of Transportation**

11-Feb-2013

Contract: 11441

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Change Order: 008

Approved

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9780	607018P - 9" X 16" CONCRETE VERTICAL CURB	400.00	LF	\$37.00	\$14,800.00
9789	MMR081M - TRAFFIC MARKINGS, LINES, THERMOPLASTIC	3,755.00	LF	\$0.63	\$2,365.65
				Sub-total:	\$1,492,503.75

Change Order Total: \$1,492,503.75

ORIGINAL

CONTRACT AND BOND

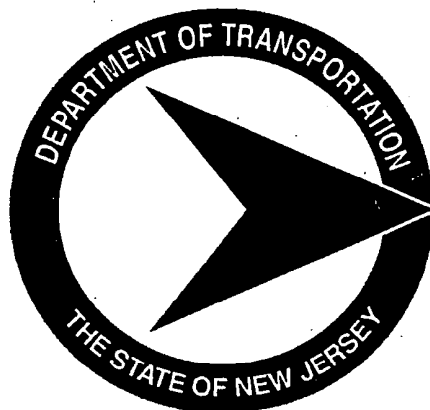
CONTRACTOR: Schifano Construction Corporation

**PROJECT: Maintenance Resurfacing Contract No. 515
Various Locations Statewide**

CONTRACT NUMBER: 515

FEDERAL PROJECT NUMBER: 100% State

DP NUMBER: 11441



NEW JERSEY DEPARTMENT OF TRANSPORTATION


**Mailing
PO Box 600
Trenton, NJ 08625-0600**

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION

MEMORANDUM

TO: Judy Sigle
Director of Accounting & Auditing

FROM: Anthony Genovese  Director
Division of Procurement

DATE: October 17, 2011

PHONE: 5-2103

SUBJECT Maintenance Resurfacing Contract No. 515, Various Locations Statewide,
100% State, PE No: 2621623, CE No: 2621624, DP No: 11441

Attached is a conformed copy of the contract with Schifano Construction Corporation, the low bidder on the above-identified project.

Attachment

RECEIVED
OCT 20 2011
DIRECTORS OFFICE
ACCOUNTING & AUDITING



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

October 17, 2011

NOTICE TO PROCEED

Ms. Dale Schifano, President
Schifano Construction Corporation
1 Smalley Avenue
Middlesex, NJ 08846

**RE: Maintenance Resurfacing Contract No. 515 Various Locations Statewide, 100% State
DP No. 11441**

Dear: Ms. Dale Schifano:

Attached is a conformed copy of the Contract and Bond on the above-indicated project. On **October 14, 2011**, the Commissioner of Transportation executed the contract.

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

All further communications in reference to the performance of this project shall be directed to:

Mr. Harish Bhanderi
Bureau of Maintenance Engineering & Operations
1035 Parkway Avenue
P.O. Box 607
Trenton, NJ 08625
Telephone: 609-530-3700

Sincerely, 

Anthony Genovese, Director
Division of Procurement

AG: jj

cc: J. Sigle, B. Flesch, V. A. Brown, H. Bhanderi, A. Grande, J. Oplinger, C. Kneidinger, K. Pathak, D. Thorn

TABLE OF CONTENTS

Maintenance Resurfacing Contract No. 515
Various Locations, Statewide
DP Number: 11441

Certificate of Award

Pages 1 to 36 inclusive for General, Road, and Bridge Provisions.

The following Wholly State funded project Attachments are located at the end of these Special Provisions:

State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.

Payroll Requirements for 100 Percent State Projects.

Americans with Disabilities Act for 100 Percent State Funded Contracts.

Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.

Executive Order 134 Special Provision for 100% State Funded Contracts.

Executive Order 117 – New “Pay to Play” restriction to take effect November 15, 2008.

Prevailing Wage Rates for Bergen, Burlington, Mercer Counties and Statewide.

All Additional State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor’s web site at <http://www.nj.gov/labor/lse/lspubcon.html> The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

New Jersey Department of Transportation Code of Ethics for Vendors

Proposal Pages 1 to 13.

Public Law 2005, Chapter 51

SBE Form A.

Award Letter with Acknowledgement

Table of Contents (continued)

Contract DC-81

Payment Bond

Performance Bond

Corporate Resolution

Proof of Valid Business Registration with the Division of Revenue

Certificate of Public Works Contractor Registration

Two-Year Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Chapter 51 Approval

Approval as to Form

CERTIFICATE OF AWARD

MEO

Project: Maintenance Resurfacing Contract No. 515, Various Locations Statewide, 100% State, PE No: 2621623,
CE No: 2621624, DP No: 11441

(A) DESIGNATION AND DESCRIPTION OF PROJECT

**Maintenance Resurfacing Contract No. 515, Various Locations Statewide, 100% State, PE No: 2621623,
CE No: 2621624, DP No: 11441**

(B) CERTIFICATION AS TO PUBLICATION AND NOTICE

In accordance with action taken on August 04, 2011 by the Commissioner of Transportation in approving
plans and specifications for the project described herein, **advertisements** were placed in compliance with R.S. 27:7-29 for bids
to be received on September 08, 2011

Trenton TimesGloucester County TimesThe New Jersey HeraldThe Coast StarHome News Tribune8/18/11, 8/25/11, 9/01/118/18/11, 8/25/11, 9/01/118/18/11, 8/25/11, 9/01/118/18/11, 8/25/11, 9/01/118/18/11, 8/25/11, 9/01/11**(C) SUMMARY OF BIDS RECEIVED**

In compliance with R.S. 27:7-29-30-31 and R.S. 27:7-35.1 et seq., bids were received September 08, 2011
After receipt, all bids were examined for acceptability and accuracy. All bids were corrected when required and ranked as follows:

CONTRACTOR	BID AMOUNT
(1)SCHIFANO CONSTRUTION CORPORATION (S1389)	\$3,601,795.00
(2)INTERCOUNTY PAVING ASSOCIATES LLC (I5980)	\$3,998,339.00
(3)JOSEPH DEFNO TRUCKING CO,INC. T/A/ DEFINO CONTRACTING CO. (D2206)	\$4,127,125.00
(4)CRISDEL GROUP, INC. (C7444)	\$4,818,011.60
TILCON NEW YORK, INC. (T4306)	IRREGULAR

Examiner, Bureau of Construction Services:

Quintin Vjernes
Print Name

Senior Engineer
Title

[Signature]
Signature

CERTIFICATE OF AWARD

MEO

Project: Maintenance Resurfacing Contract No. 515, Various Locations Statewide, 100% State, PE No: 2621623,
CE No: 2621624, DP No: 11441

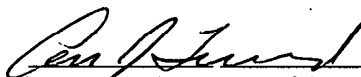
(D) RECOMMENDATION TO Assistant Commissioner for Operations

It is recommended that the contract for the project described herein be awarded to the lowest responsible bidder at the price bid.



9/22/11

Harish Bhanderi, Manager
Bureau of Maintenance Engineering & Operations



9/23/11

Andrew Tunnard - Director of Operations Support Date

(E) CERTIFICATION OF CONCURRENCE BY FEDERAL HIGHWAY ADMINISTRATION (WHEN APPLICABLE)

Notice of concurrence in recommendation to award this Federal Project to the lowest responsible bidder at his price bid was received from the Federal Highway Administration on _____

Date

Karen Abbott, Supervisor, Federal Aid Section

(F) STATUS OF FUNDS

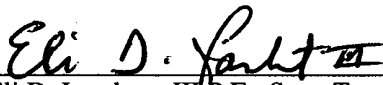
Approved as to funds.


ANNA ROSSI

ACTING Anna Rossi - Director, Division of Accounting & Auditing

(G) AWARD

I have examined the bids received for the named project. There has been compliance with N.J.S.A. 27:7-29 through 33 and N.J.S.A. 27:7-35.1 et seq. and the Standard Specifications of the Highway Department, as amended and supplemented which were vested in the Department of Transportation pursuant to Chapter 301 Laws of 1966 (27:1A-1 et. seq.). The contract is awarded to **SCHIFANO CONSTRUCTION CORPORATION** the lowest responsible bidder.



9/23/11

Eli D. Lambert, III P.E., State Transportation Engineer Date



9/27/11

Richard M. Shaw - Assistant Commissioner for Operations Date

(H) CERTIFICATION OF AWARD

The contract for this project was awarded to the lowest responsible bidder by the authorized representative of the Commissioner of Transportation on September 27, 2011

Date



Jacqueline Trausi - Secretary, Department of Transportation

NJDOT

Bureau of Construction Services 2/08/06
Procurement Division

AFFIX SEAL

SPECIAL PROVISIONS

MAINTENANCE RESURFACING CONTRACT NO. 515 **DP 11441**

Various Locations Statewide

AUTHORIZATION OF CONTRACT

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and Title 23 of the United States Code - Highways.

SPECIFICATIONS TO BE USED

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to 36 inclusive.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

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

The following Wholly State funded project Attachments that are located at the end of these Special Provisions:"

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.
5. Executive Order 134 Special Provisions for 100% State Funded Contracts.
6. Executive Order 117 – New "Pay-To-Play" restrictions to take effect November 15, 2008.

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.03 TERMS

THE FOLLOWING TERMS ARE CHANGED.

pavement structure. The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed (see Figure 101-1). These various courses are defined as follows:

1. **pavement.** One or more layers of specified material of designed thickness at the top of the pavement structure.
2. **base course.** One or more layers of specified material of designed thickness placed on the subgrade or subbase.
3. **subbase.** One or more layers of specified material of designed thickness placed on the subgrade.

101.04 INQUIRIES REGARDING THE PROJECT

1. **Before Award of Contract.**

THE FIRST PARAGRAPH IS CHANGED TO:

Submit inquiries and/or view other questions/answers by following the format prescribed on the project's electronic bidding web page.

2. **After Award of Contract.**

Headquarters
Mr. Harish Bhandari
Bureau of Maintenance Engineering & Operations
1035 Parkway Avenue
P.O. Box 607
Trenton, NJ, 08625
Telephone: 609-530-3700

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder shall not alter or in any way change the software.

102.03 REVISIONS BEFORE SUBMITTING A BID

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall acknowledge all addenda posted through the Department's website. The addenda acknowledgement folder is included in the Department's electronic bidding file. The Department has the right to reject the bid if the Bidder has not acknowledged all addenda posted.

SECTION 104 – SCOPE OF WORK

104.03.04 Contractual Notice

THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract. If notice is not provided on Contractual Notice (Form DC-161), include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change was discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

In addition to the hard copy of the notice, email the notice to the RE. It is not necessary to attach listed documents to the email.

THE FOLLOWING IS ADDED:

The nature of this contract is specifically intended for the use on state highways, roads, and in some instances, state-owned properties. Item bid prices should be prepared, reflecting the fact that this work will be done on state highways, roads, and in some instances, state-owned properties. In addition, traffic control items bid prices should be prepared, reflecting lane closures set-ups, lane closure revisions, lane closure maintenance and lane closure removals. It is not the Departments intent to renegotiate item bid amounts based on whether the items are constructed on state highways or state owned properties.

The work to be performed within this contract consists of the construction of various items of work and required incidental work on state highways, roadways, and in some instances, properties entitled and owned by the State of New Jersey.

During the course of this contract, specific items of work will be determined by the Bureau of Maintenance Engineering and Operations of the New Jersey Department of Transportation. The quantities appearing in the proposal are approximate only and are prepared and presented for the uniform comparison of bids. Payment will be made only for the actual quantities of work requested, performed and accepted and materials furnished in accordance with the contract documents. Such payment shall be made at the original unit prices for the accepted quantities of work done.

The scheduled quantities of work to be done and materials to be furnished may be increased or decreased, or eliminated in their entirety, if conditions warrant. This decision shall be at the sole discretion of the New Jersey Department of Transportation, Bureau of Maintenance Engineering and Operations, or its designated State Representative. All quantities are to be considered "if and where directed", until such time as requested by the State.

The minimum request for proposed work will be for the amount in which the aggregate total for construction items is **\$10,000.00** minimum, excluding traffic control, mobilization and construction layout. This shall not be construed to imply that each site will be for the amount of \$10,000.00. Multiple sites may be submitted in a single request, having an aggregate total of at least \$10,000.00. Multiple sites within a single request will be within a five (5) mile radius. The radius will be determined by measuring the two outer most sites included in the request for proposed work.

Due to the nature of this contract, it may be necessary to perform construction operations at any particular location at night and/or on weekends (Saturday and Sunday). Allowable working hours will be designated by the Resident Engineer, as determined by Traffic Operations.

Due to the nature of this contract, it may be necessary to perform construction operations of an emergency nature at any particular location. The Contractor shall maintain and have available on eight (8) hours notice, 24 hours a day during any day of the year, for the duration of the Contract, labor, tools, materials and equipment necessary to perform such Work as designated in these Special Provisions, including all related work as required. Allowable working hours will be designated by the Resident Engineer or applicable designated representative, as determined by Traffic Operations and the existing and anticipated Weather Conditions. The ability to begin Work on a job site on eight (8) hours notice is essential when construction operations are of an emergency nature as authorized by and as per the direction of the Resident Engineer or applicable designated representative. No specific payment will made for the cost of maintaining the

Contractor owned material, labor, tools, and equipment at a ready status. The cost of doing so will be deemed included in the prices bid for the various Pay Items.

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

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

SECTION 105 – CONTROL OF WORK

105.01. AUTHORITY OF THE DEPARTMENT

THE FOLLOWING IS ADDED:

Subsequent to award of contract, the RE will notify the contractor in writing informing him of the following:

1. Site location(s).
2. Required response time and conditions for failure to respond, as set forth in Subsection 105.02.
3. Type of work to be performed.
4. Estimate of items and quantities.
5. Number of sites to be included in request.
6. Notification of local municipality and/or police department, if required.
7. If request is of a critical or emergency in nature.

105.02 RESPONSIBILITIES OF THE CONTRACTOR

THE FOLLOWING IS ADDED:

For work of a non-emergency nature, the contractor shall:

1. Have a skilled representative make field visits to the various proposed project locations with the RE prior to the actual start of work to determine field conditions as well as extent of work.
2. Begin the project within five (5) working days after receiving written notification from the RE. For each calendar day that the contractor fails to begin the construction operations after written notification has been received, the contractor shall pay liquidated damages to the state in the amount of \$1,000.00 per calendar day. It may be determined that the completion of a site or location is deemed critical to the safety and convenience of the public. If a concerned effort is not made by the contractor to complete the necessary improvements on a consecutive day basis, the contractor shall pay liquidated damages to the state in the amount of \$1,000.00 per calendar day.
3. Notify the respective affected utility owners of the proposed work.
4. Notify local property owners regarding access to their respective properties.
5. Advise the RE at least forty-eight (48) hours prior to commencement of work.
6. Not begin work at any location until the location and extent of work has been verified and approved by the RE or his representative.

7. Complete and finalize construction operations on a site location on a consecutive day basis and in accordance with specifications, prior to initiating construction on another site whether it is under jurisdiction of this contract or otherwise unless approved by the RE or his representative.

For work of an emergency nature, the contractor shall:

1. Have a skilled representative make field visit to the proposed project location with the RE prior to the actual start of work to determine field conditions as well as extent of work.
2. Begin the project within eight (8) hours after he receives verbal notification from the RE. For each hour that the contractor fails to begin the construction operations after verbal notification has been received, the contractor shall pay liquidated damages to the state in the amount of \$1,000.00 per hour. For work of an emergency nature, the completion of a site or location is deemed critical to the safety and convenience of the public. If a concerned effort is not made by the contractor to complete the necessary improvements on a consecutive hourly basis, the contractor shall pay liquidated damages to the state in the amount of \$1,000.00 per hour.
3. Notify the respective affected utility owners of the proposed work.
4. Notify local property owners regarding access to their respective properties.
5. Not begin work at any location until the location and extent of work has been verified and approved by the RE or his representative.
6. Complete and finalize construction operations on a site location on a consecutive hourly basis and in accordance with specifications, prior to initiating construction on another site whether it is under jurisdiction of this contract or otherwise unless approved by the RE or his representative.

105.06 COOPERATION WITH OTHERS.

Attention is directed to the fact that separate contracts could be awarded for construction of adjacent sections prior to the completion of work on this project. Cooperate fully with the other contractors and permit adequate access to, and working space for, their operations. At locations where the separate contracts may overlap, become familiar with the operational procedures of other contractors and plan his construction operations accordingly.

105.07.01 Working in the Vicinity of Utilities

B. Locating Existing Facilities.

2.

Bureau of Traffic Operations, North Region (TOCN)
670 River Drive
Elmwood Park, NJ 07407-1347
Telephone: 201-797-3575

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

3.

Bureau of Electrical Maintenance, North Region
200 Stierli Court
Mt. Arlington, NJ 07856-1322
Telephone: 973-770-5065

Bureau of Electrical Maintenance, Central Region
100 Daniels Way
Freehold, NJ 07728-2668
Telephone: 732-625-4350

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

FOR WEIGH IN MOTION AND TRAFFIC VOLUME SYSTEMS CONTACT:

Bureau of Transportation Data Development
PO Box 600
Trenton, NJ 08625
609-530-3522

FOR ROAD WEATHER INFORMATION SYSTEMS CONTACT:

Bureau of Maintenance Engineering & Support - Electrical Section
PO Box 600
Trenton, NJ 08625
609-530-5728

THE SECOND PARAGRAPH IS CHANGED TO:

Protect and support existing Department electrical and ITS facilities and ensure that there is no interruption of service. Use hand tools only while working within two feet of the fiber optic network. At least 30 days before beginning the work, submit a plan to the RE for approval showing the method of support and protection.

THE FOURTH PARAGRAPH IS CHANGED TO:

Access within railroad right-of-way is restricted. Before beginning work within the railroad ROW or on railroad facilities, obtain the railroad's written approval for access, the method of construction, and the schedule of the work. Provide a copy of the submittal and approval to the RE. Comply with the railroad's requirements for working within the railroad right-of-way.

THE FOLLOWING IS ADDED TO THE SIXTH PARAGRAPH

Ensure that the work is performed following the railroad's access and safety restrictions.

SECTION 106 – CONTROL OF MATERIAL

106.03 FOREIGN MATERIALS

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

106.04 MATERIALS QUESTIONNAIRE

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Maintenance Resurfacing Contract No. 515, DP 11441
Statewide

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

106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

No substitution is permitted.

SECTION 107 – LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

THE FOURTH PARAGRAPH IS CHANGED TO:

For purposes of determining the date of “completion of the contract” pursuant to N.J.S.A. 59:13-5, “completion of the contract” occurs on the date that the Contractor provides written notice to the Department of Acceptance or conditional Acceptance of the Proposed Final Certificate or the 30th day after the Department issues the Proposed Final Certificate, whichever event occurs first.

107.09 INDEPENDENT CONTRACTOR

THE ENTIRE SUBSECTION IS CHANGED TO:

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

107.11 RISKS ASSUMED BY THE CONTRACTOR

1. Damage Caused by the Contractor.

THE FOLLOWING IS ADDED:

Rt 38, M.P. 0.5 to 9.5
Rt 42, M.P. 6.3 to 13.3
Rt 70, M.P. 0.0 to 5.4
I-80, M.P. 57.5 to 68.3
I-295, M.P. 40.6 to 67.79
I-95, M.P. 0.58 to 8.77
I-195, M.P. 0.00 to 6.25

Contact Turnpike, Garden State Parkway or Atlantic City Expressway if working within their vicinity.

For any damages by the Contractor to the fiber optic network along above Routes, also notify the Adesta Network Operations Center at 877-637-2344 within two hours. Only Adesta will be allowed to complete repairs on that respective section of the fiber optic network. Directly pay Adesta within 30 days from the receipt of Adesta's invoice for such repairs, and provide the RE with a copy of the transmittal letter. If the Contractor does not make payment within 30 days, the Department may recover the costs incurred for repairs from the Contract.

107.12.01 Satisfying the Notice Requirements

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Upon request, provide the RE with 3 copies of all documentation submitted in support of the claim.

107.12.02 Steps

3. Step III, Claims Committee.

THE SECOND PARAGRAPH IS CHANGED TO:

The Claims Committee will not review a claim or combination of claims valued less than \$250,000 until after the receipt of conditional release as specified in 109.11. If the Contract is 75 percent complete or greater as measured by Contract Time or Total Adjusted Contract Price, the Claims Committee will not review a claim or combination of claims valued more than \$250,000 until after receipt of conditional release as specified in 109.11. If the Claims Committee does not review a claim or combination of claims before Completion, the Claims Committee will review the claim or combination of claims at a single session of the Claims Committee after the receipt of the conditional release as specified in 109.11 and all claims have been reviewed at Steps I and II of the Claims Resolution Process. When reviewing a combination of claims, the Claims Committee will not review any individual claim valued less than \$20,000.

THE FOLLOWING SUBSECTION IS ADDED

107.17 COMMUNICATION WITH THE NEWS MEDIA

Do not communicate with the news media or issue a news release without obtaining a prior written approval from the Department.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

1. Values and Quantities.

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1.

There are no Specialty Items in this Project.

THE THIRD PARAGRAPH IS CHANGED TO:

If a partial quantity of work for a unit price Item is subcontracted, the Department will determine the value of the work subcontracted by multiplying the price of the Item by the quantity of units to be performed by the subcontractor.

THE FOURTH PARAGRAPH IS CHANGED TO:

If only a portion of work of an Item is subcontracted, the Department will determine the value of work subcontracted based on the value of the work subcontracted as indicated in the subcontract agreement and as shown in a breakdown of cost submitted by the Contractor.

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

108.06 NIGHT OPERATIONS

2. Visibility Requirements for Workers and Equipment.

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that workers wear a 360° high-visibility retroreflective safety garment meeting ANSI/ISEA Class 3, Level 2 standards.

108.08 LANE OCCUPANCY CHARGES

THE SECOND PARAGRAPH IS CHANGED TO:

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

108.09 MAINTENANCE WITHIN THE PROJECT LIMITS
THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

6. Access to ITS devices and their respective controllers and meter cabinets is maintained throughout the duration of the project.

108.10 CONTRACT TIME

- A. Achieve Completion on or before December 31, 2012.

108.11.01 Extensions to Contract Time

B. Types of Delays.

1. Non-Excusable Delays.

THE FOLLOWING IS ADDED:

For work performed by Utilities, delays up to 30 percent of the estimated duration specified in 105.07.02 are considered non-excusable. The duration includes both the advance notice and the completion of the work by the Utility.

For delays caused by Railroads, delays up to 30 percent of the estimated availability specified in 105.07 are considered non-excusable.

2. Excusable, Non-Compensable Delays.

b. Utilities.

THE FOLLOWING IS ADDED:

For delays caused by Railroads, when the availability to access is reduced by more than 30 percent greater than the estimated availability specified in 105.07.

THE LAST PARAGRAPH IS CHANGED TO:

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

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED
LIST (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

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

- C. For each day that the Contractor fails to achieve Completion as specified in Subpart C of Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$550.00.

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.

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will designate Items as Measured Items or as Proposal Items by having a suffix of M or P in the Item number respectively. The Department will measure quantities of Measured Items for payment.

109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

109.05 ESTIMATES

THE NINTH PARAGRAPH IS CHANGED TO:

In the first Estimate following installation of all landscape work, the Department will reduce the retainage withheld to one percent of the total adjusted Contract price, excluding subcontracted work on Federally funded projects, unless it has been determined by the Department that the withholding of additional retainage is required. If retainage is held in cash withholdings, the reduction is to be accomplished by payment under the next Estimate. If retainage is held in bonds, the Department will authorize a reduction in the escrow account.

109.07 BONDS POSTED IN LIEU OF RETAINAGES

THE FIRST PARAGRAPH IS CHANGED TO:

The Contractor may deposit negotiable bonds of the State or any of its political subdivisions, which have been approved by the Department, in an escrow account to secure release of all or a portion of the retainage withheld as specified in 109.05. Establish the account under the provisions of an escrow agreement to be entered into between the Contractor, the Department, and a bank located in the State that is an authorized depository with a trust department. Pay the charges of the bank for services rendered according to the terms and conditions of the escrow agreement.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 152 – INSURANCE

152.03.01 Owner's and Contractor's Protective Liability Insurance

A. Policy Requirements.

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better.

B. Types

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

THE ENTIRE TEXT IS CHANGED TO:

Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy.

Ensure the policy is endorsed to include per project aggregate.

152.04 MEASUREMENT AND PAYMENT

THE LAST PARAGRAPH IS CHANGED TO:

The Department will make initial payment for OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE at the lesser of the bid amount, or actual costs as documented from paid invoices. If the Bid amount is greater than the amount indicated on the documented paid invoices, the Department will make payment for any remainder, up to the Bid amount, with the final monthly Estimate.

SECTION 153 – PROGRESS SCHEDULE

153.03.03 Bar Chart Progress Schedule and Updates

A. Schedule.

THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

THE FOLLOWING IS ADDED:

If the project falls behind schedule for nonexcusable delays, so that the schedule indicates that the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

SECTION 154 – MOBILIZATION

THE HEADING AND THE ENTIRE SECTION IS CHANGED TO:

SECTION 154 – MOBILIZATION, MOBILIZATION (PREMIUM), AND MOBILIZATION (EMERGENCY)

This item is to include all necessary equipment to undertake the construction of contract items.

The Department will make payment for only one pay item, either a Mobilization or Mobilization (Premium) or Mobilization (Emergency), per each request (call out). A request can include various sites as defined in Subsection 104.01.

MOBILIZATION:

Mobilization consists of the preparatory work and operations, including moving personnel, equipment, supplies, and incidentals to the Project Limits. It also includes all other work performed and costs incurred before beginning work on various Items in the Contract.

The Department will measure and make payment as follows:

<i>Item</i>	<i>Pay Unit</i>
MOBILIZATION	UNIT

MOBILIZATION, PREMIUM:

The item MOBILIZATION, PREMIUM will be included in this contract, as directed by the RE. This item will be paid for on a per day basis, and will include the additional cost incurred for construction operations done on Saturday, Sunday and holidays.

The MOBILIZATION, PREMIUM item will be paid only for Saturday, Sunday and holiday work. The MOBILIZATION, PREMIUM rate will not be paid as an extension to the regular work day

The MOBILIZATION (PREMIUM) rate will be paid for per Request (Call-out) for constructions operations performed at night. Only one (1) MOBILIZATION, PREMIUM will be paid per Request (Call-out) for night time operations.

The Department will measure and make payment as follows:

<i>Item</i>	<i>Pay Unit</i>
MOBILIZATION, PREMIUM	DAY

EMERGENCY MOBILIZATION:

The item EMERGENCY MOBILIZATION will be included in this contract, as authorized by and as per the direction of the RE or applicable designated representative. This item will be paid for on a unit basis, and will include the additional cost incurred for construction operations performed on an emergency nature.

The EMERGENCY MOBILIZATION rate will be paid for each request (call out) that includes construction operations performed on an emergency nature. The EMERGENCY MOBILIZATION rate will be paid in lieu of the MOBILIZATION and MOBILIZATION, PREMIUM rates for each request (call out) that includes construction operations performed on an emergency nature.

The Department will measure and make payment as follows:

<i>Item</i>	<i>Pay Unit</i>
EMERGENCY MOBILIZATION	UNIT

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office

4. Communication Equipment.

a. **Telephones.** Provide 2 Landline connections with 3 cordless phones with auto-switching.

b. Fax Machine

THE FOLLOWING IS ADDED TO THIS SECTION:

Provide the following type of fax machine combined with printer and scanner:

One (1) Printers; Hp Office jet 7310 Flatbed All-in-One (Color Printer-Scanner-Fax machine or equivalent having the following at a minimum:

1. Printing Capabilities up to 30 ppm black, 20 ppm color
2. Scanning capabilities up to 2400 X 1200DPI
3. Copies up to 30cpm black, 20 cpm color
4. Faxed up to 33.6 Kbps
5. Duplexing(2- sided printing)
6. 2.5" color LCD

Provide the following additional Accessories And Supplies:

1. 2 Black Ink Cartridge
2. 2 Tricolor Ink Cartridge
3. 1 Photo Ink Cartridge
4. 1 7' USB 2.0 A/B Cables, Gold Series
5. All type of paper supplies to use this machine effectively throughout the contract duration.
- c. **Cell Phones.** Provide 3 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage, unlimited push-to-talk/ walkie-talkie usage and an anticipated monthly usage of 900 any-time minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:
 1. Push to Talk / Walkie-Talkie capable
 2. Camera with 1 megapixel picture capability
 3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
 4. Equipped with a hands-free headset
 5. Base charger and car charger
- d. **Computer System.** Provide a computer system meeting the following requirements:
 1. 1 computer configurations each meeting the following:
 1. Equipped with an Intel IV processor with Hyper Threading technology having a clock speed of 3.5 GHz or faster, 2 GB RAM, 512 MB Video RAM, 200 Gigabyte hard drive designated as drive C, one DVD (+/-) Writer Drive, one CD-R Recordable Drive. Ensure the system is USB 2.0 compatible and has at least two front USB ports Include Keyboard, optical mouse and 2 piece desktop speakers.

2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least one wired Ethernet switch.
3. High-speed broad band connection and service with a minimum speed of 3 Megabits per second (mbps) with dynamic IP address for the duration of the project.
4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.
5. 250 Megabyte or larger Zip Drive internal or external with backup software for MS-Windows and DOS, and fifteen corresponding formatted data cartridges corresponding to the tape drive size.
6. 10 Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.
7. Uninterruptible power supply (UPS).
8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.
9. 1 Computer workstation, chair, printer stand, and/or table having both appropriate surface and chair height.
10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

Ensure one computer has a 56K baud data/fax modem. If more than one computer configuration is specified, provide one network interface card for the base computer configuration and hardwire connections between computer configurations as directed by the RE.

Also provide:

- 10 USB 2 GB Flash/Jump memory drives
- 150 CD-R 700 MB (or larger) recordable CD's compatible with the CD drive and 100 recordable DVD's.
- 1 CD/DVD Holder (each holds 50)

Software as follows:

1. Microsoft Windows, latest version with future upgrades for the duration of the entire project. Ensure 1 computer has a Microsoft Windows XP 32 Bit Operating System for ACES, Extra and Groupwise.
2. Microsoft Office Professional, latest version.
3. Norton's System Works for Windows, latest version, or compatible software package with future upgrades and latest virus patches.
4. Anti-Virus software, latest version with monthly updates for the duration of the contract.
5. Visio Professional Graphics Software for Windows, latest version
6. Primavera Project Management, latest version
7. PaperPort, latest version, for Scanner

THE THIRD PARAGRAPH IS CHANGED TO:

When the computer system is no longer required by the RE, the Department will remove and destroy the hard drive, and return the computer system to the Contractor. The Department will retain other data storage media.

e. One (1) Notebook Computer such as Dell Latitude D630 including but not limited to the following:

1. Intel® Core™ 2 Duo T7100 (1.80GHz) 2M L2 Cache, 800MHz Dual Core, 200Gb Hard Drive, Fixed Internal CD-RW/DVD Combination Drive, 15" Ultra XGA TFT Display With 1600x1200 Resolution, Modular Zip Drive, 32 Mb Ati Mobility –M4 3d Video, 4x AGP, High Speed Wireless with Broadband Access, Internal 56k Capable Mini-Pci Fax Modem With Internet Capabilities And Any Software Necessary.
2. Software Package, Latest Version Installed
 1. Microsoft Windows, latest version with future upgrades for the duration of the project.
 2. Microsoft Office Professional, latest version.
 3. Anti-Virus software, latest version with monthly updates for the duration of the contract.

4. Visio Professional Graphics Software for Windows, latest version.
 5. PC Anywhere latest version with future upgrades.
 6. Norton's System Works for Windows, latest version, or compatible software package with future upgrades and latest virus patches.
 7. MS Project latest version with future upgrades.
 8. Laplink for windows with cable latest version with future upgrades.
 9. Winfax latest version with future upgrades.
 10. Absolute Software – Lo/Jack for Laptops with future upgrades.
 11. Adobe Systems Professional, latest version with future upgrades.
3. Additional Accessories And Supplies
- a. One (1) Car Adapter Cable
 - b. One (1) Custom Leather Carrying Case
 - c. One (1) 59 Work Hr Lith. Ion Battery W/Express Charge Technology
 - d. One (1) AC Mobile Adapter for each notebook
 - e. Belkin 4 port Hi-Speed USB 2.0 Pocket Hub and Travel Surge Protector Bundle
 - f. Notebook Expansion Dock w/ Stand
 - g. Creative Labs CB 2530 Digital Wireless Headphones w/ Bluetooth
 - h. CompleteCare Accidental Damage Service to 1Yr Limited Warranty
 - i. Invertor for charging camaras in the car.

THE THIRD PARAGRAPH IS CHANGED TO:

When the computer systems are no longer required by the RE, the Department will remove and destroy the hard drives, and return the computer systems to the Contractor. The Department will retain other data storage media.

6. Office Equipment.

2. 2 digital camera(s). Ensure each digital camera has auto-focus, with rechargeable batteries and charger, 1 GB memory card, USB Memory Card Reader compatible with camera and field office computer, 3 inch LCD monitor, 8 mega pixel resolution, 3 X optical zoom lens, built in flash, image stabilization, computer connections, and a carrying case
3. 2 video camcorder(s). Ensure each video camcorder is a mini DVD camcorder with 3 optical zoom, 2" LCD monitor, USB 2.0 compatible and includes USB 2.0 connections.

THE FOLLOWING IS ADDED:

Provide 2 Portable Printers.

7. Inspection Equipment.

1. 3 Calculators with trigonometric capability
2. 1 Date/ Received stamp and ink pad
3. 1 Electronic Smart level, 4 foot
4. 6 Carpenter rulers
5. 1 Steel tape, 100 feet
6. 1 Cloth tape, 100 feet
7. 4 Illuminated measuring wheel
8. 1 Plumb bob and cord
9. 1 Line level and cord
10. 1 Surface thermometer
11. 1 Concrete thermometer
12. 4 Digital infrared asphalt thermometer
13. 1 Direct Tension Indicator (DTI) Feeler Gage, 0.005 inch
14. 1 Sledge hammer, 8lb

15. 1 Self leveling laser level with range of 100 feet and an accuracy of ¼ inch per 100 feet
16. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1
17. 4 Safety garments – orange, reflectorized, 360° high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.
18. 4 Sets of rain gear with reflective sheeting
19. 4 Sets of hearing protection with a Noise Reduction Rating of 22 dB
20. 4 Sets of eye protection according to ANSI Z87.1
21. 4 Sets of fall arrest equipment according to ANSI Z359.1 standards consisting of a full body harness, lanyard and anchor
22. 2 Light meter - capable of measuring the level of luminance in foot-candles
23. 4 Lantern flashlight, 6V with monthly battery replacements
24. Digital Psychrometer
25. Chain Drag according to ASTM D4580-86
26. Testing equipment and apparatus conforming to AASHTO T23, T119, T152
27. Hard Bound Daily Diaries, 5-1/2" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.
28. Legal size hanging folders
29. Legal size manila file folders – three tab

155.03.03 Telephone Service

THIS SUBPART IS CHANGED TO:

Telephone service consists of monthly charges for telephone and cellular phones provided for the field office and materials field laboratory excluding set up charges.

155.04 MEASUREMENT AND PAYMENT

THE THIRD PARAGRAPH IS CHANGED TO:

The Department will make payment for TELEPHONE SERVICE for the actual costs of the charges as evidenced by paid bills submitted within 60 days of receipt from the service provider for telephone and cell phones.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

156.03 PROCEDURE

156.03.01 Materials Field Laboratory

Material Field Laboratory will not be required for this project.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 Construction Layout

THE SEVENTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED AFTER THE NINTH PARAGRAPH:

For each bridge and sign structure within the Project Limits, provide the RE as-built measurements of the vertical under clearance at each lane line, shoulder line, curb line and edge of pavement line under a structure to the nearest inch. For each bridge structure, provide vertical under clearance measurements at each fascia beam.

157.04 MEASUREMENT AND PAYMENT

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THE FOLLOWING IS ADDED TO THIS:

The Department will measure and make payment for the item as follows:

<i>Item</i>	<i>Pay Unit</i>
CONSTRUCTION LAYOUT	DAY

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

158.03.02 SESC Measures

19. Oil-Only Emergency Spill Kit.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Include Oil-only Emergency Spill Kit, Type 1 consisting of the following:

158.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for the item as follows:

<i>Item</i>	<i>Pay Unit</i>
CONCRETE WASHOUT SYSTEM	UNIT
BORROW EXCAVATION, SELECTED MATERIAL	CU YARD

SECTION 159 – TRAFFIC CONTROL

THE FOLLOWING IS ADDED:

No lane closures shall be permitted on the following holidays:

Easter Sunday	(including 6:00AM Saturday until Noon Monday)
Memorial Day	(See Note Below)
July 4 th	(See Note Below)
Labor Day	(See Note Below)
Election Day	(6:00 AM until 8:00 PM the day of)
Thanksgiving Day	(See Note Below)
Christmas Day	(See Note Below)
New Year's Day	(See Note Below)

Note:

<u>If Holiday falls on</u>	<u>No lane Closure Permitted</u>
Sunday or Monday	6:00 AM Friday until Noon Tuesday
Tuesday	6:00 AM Friday until Noon Wednesday
Wednesday	6:00 AM Tuesday until Noon Thursday
Thursday	6:00 AM Wednesday until Noon Monday
Friday or Saturday	6:00 AM Thursday until Noon Monday

Provide detour signing for all ramp closures.

Notify Traffic Operations, North/South and Statewide Traffic Management center at least 72 hours prior to any lane closures/alternating traffic pattern and one week prior to any ramp closures being performed.

All traffic restrictions, including lane width reductions, lane closures, and detours are subject to the approval of the RE, Traffic Signal & Safety Engineering, Regional Traffic Engineer- Work Zone and Traffic Operations, North/South. Post detours and cover detours during non closure hours. If County routes are used for detours, obtain approval from appropriate County Engineer.

Notes:

1. On a weekly basis, all planned lane and/or shoulder closures, and other traffic impacts for the seven (7) day period starting on the following Monday shall be submitted to the RE by 8 AM of each Friday on Weekly forms provided by the Department. This submittal shall include all temporary and permanent closures, staging changes, detours, and other traffic impacting changes. Permanent closures and impacts are those that will be continuously in place for at least 24 hours.
2. Each day of temporary closures and traffic impacts shall be submitted to the RE at least 24 hours in advance of the closure or traffic impact on Daily forms provided by the Department.
3. All temporary weekend closures shall be submitted to the RE by 8 am on the immediately proceeding Friday using the same forms for the daily submittals.
4. Any deviation from the lane closure schedule and traffic patterns provided in the contract documents including but not limited to: change in hours, use of lane shifts, shoulder closures, alternating traffic patterns, moving operations, and traffic slow downs, shall be submitted in writing to the RE at least eight (8) days in advance of the proposed change.

159.03.02 Traffic Control Devices

2. Construction Barrier Curb.

THE LAST PARAGRAPH IS CHANGED TO:

Provide top and side mounted flexible delineators on the construction barrier curb. For delineators located on the right side when facing in the direction of traffic, ensure that the retroreflective sheeting is white. For delineators located on the left side when facing in the direction of traffic, ensure that the retroreflective sheeting is yellow. Attach flexible delineators according to the manufacturer's recommendations.

Starting at the beginning of the construction barrier curb section mount top delineators at 100-foot intervals on tangent sections, curves of radii greater than 1,910 feet, and at 50-foot intervals on curves of radii of 1,910 feet or less.

Mount side delineators at the lead end of each barrier segment with the top of the delineator 3 inches from the top of the barrier.

6. Traffic Control Truck with Mounted Crash Cushions.

THE LAST SENTENCE IS CHANGED TO:

Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.

159.03.08 Traffic Direction

A. Flagger.

THE LAST SENTENCE IS CHANGED TO:

Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

159.04 MEASUREMENT AND PAYMENT

The Pay Units of following items are changed to:

<i>Item</i>	<i>Pay Unit</i>
FLASHING ARROW BOARD, 4' X 8'	DAY
PORTABLE VARIABLE MESSAGE SIGN	DAY
TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	DAY

THE FOLLOWING IS ADDED:

The Department will measure FLASHING ARROW BOARD, 4' X 8', PORTABLE VARIABLE MESSAGE SIGN, TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION by the number of each on a per day basis at the project site. The quantity of these traffic control devices will be the aggregate total quantity required for that specific item.

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 Fuel Price Adjustment

THROUGHOUT THIS SUBPART, TABLE 161.03.01-1 IS CHANGED TO TABLE 160.03.01-1

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE 13 TH AND 15 TH LINE IN THE TABLE 160.03.01-1 IS CHANGED TO:

SOIL AGGREGATE BASE COURSE, ____ " THICK	1 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, ____ " THICK	1 Gallon per Cubic Yard

THE 25 TH LINE IN THE TABLE 160.03.01-1 IS CHANGED TO:

HOT MIX ASPHALT ____ BASE COURSE	2.50 Gallons per Ton
----------------------------------	----------------------

THE FOLLOWING ARE ADDED TO TABLE 160.03.01-1

Items	Fuel Usage Factor
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton

160.03.02 Asphalt Price Adjustment

NOTE 1 OF THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

$$A = B \times [(MA - BA)/BA] \times C \times M \times G$$

Where:

A = Asphalt Price Adjustment

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B = Bid Price for Tack Coat/Prime Coat

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:

Use 100% for cutbacks and Tack Coat 64-22

60% for Polymer Modified Tack Coat

60% for RS or similar type emulsions

M = Percentage of Bid Price Applicable to Materials Only: Use 82%

G = Gallons of Tack Coat and Prime Coat Furnished and Applied

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

Include the cost of clearing site in the various items bid in the proposal.

SECTION 202 – EXCAVATION

202.02 MATERIALS

THE FIRST IN THE LIST IS CHANGED TO:

Coarse Aggregate (No. 57, or 67)..... 901.03

202.03.04 Excavating Regulated Material

3. Temporarily Storing.

THE FIRST PARAGRAPH IS CHANGED TO:

Temporarily store regulated or hazardous material in stockpiles within the Project Limits and as shown on the Plans. Construct stockpiles on polyethylene sheeting. Contain stockpiles with haybales or silt fence placed continuously at the perimeter of the stockpiles. For hazardous material, if a stockpile area is not available within the Project Limits, sample and analyze materials in-situ for disposal. Excavate and place the hazardous regulated material directly into trucks, and haul it directly to the approved disposal facility.

SECTION 203 – EMBANKMENT

203.02.01 Materials

THIS SUBPART IS CHANGED TO:

Provide materials as specified:

Soil Aggregate (I-7, I-9, I-10, I-11, I-13, and I-14)..... 901.11

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials

EMULSIFIED ASPHALT UNDER TACK COAT IS REVISED TO:

Emulsified Asphalt, Grade RS-1, CRS-1, SS-1, SS-1h, Grade CSS-1 or CSS-1h 902.01.03

401.02.02 Equipment

THE LAST PARAGRAPH IS CHANGED TO:

When an MTV is used, install a paver hopper insert with a minimum capacity of 14 tons in the hopper of the HMA paver.

A. Milling of HMA

Pave all Milled areas in the travel lanes prior to opening traffic, unless directed by RE.

Stage	Max. time interval allowed
Milling/ Paving	Pave all milled surfaces prior to opening to traffic, unless otherwise directed/ approved by RE

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

Sawcut at the limit of paving in driveways and at other limits requiring a neat edge between new and existing HMA.

THE FOLLOWING IS ADDED:

MICRO-MILLING

1.Description.Micro-milling consists of grinding pccp and HMA pavements to improve profile, cross slope and surface texture. This item also includes variable depth milling of portland cement concrete pavement to form keyways at run-out areas and to increase the vertical clearance under structures, or as directed. Micro-milling shall also include the planning and or profiling of hot mix asphalt pavements to remove ruts and corrugations and to improve surface texture.

2.Equipment.

A planning or milling machine shall be self-propelled with variable operating speeds and equipped with a cutting mandrel designed specifically for milling asphalt and concrete to close tolerances. The grinding and texturing mandrel shall have two wraps of flighting with blocks that bolt in, each accepting 3 or 4 teeth (carbide tipped cutting bits) on the wear side of the flight. The second wrap of flighting shall trail the first wrap by 180 degrees. Tips of the carbide teeth, on any give wrap, are to be spaced at a maximum 0.31inches axial distance between the tips of each tooth, plus or minus 0.031inches. The carbide teeth on the second wrap are to repeat the proceeding wrap at 0.31 inches.

The carbide cutting teeth and height of the tooth holder blocks are to be uniform so that the cutting radius of the mandrel shall be within plus or minus 0.031 inches.The equipment shall be such that it will not cause strain or damage to the underlying concrete surface course. The use of milling and texturing equipment that causes excessive ravel, aggregate fractures, spalls or disturbance of the transverse or longitudinal joints shall not be permitted.

3.Construction:A test strip of approximately 500 square yards shall be constructed within the proposed limits of micro-milling prior to commencement of milling operations. The forward speed of the milling or planning machine shall be determined by the RE. Forward speed of the micro-milling operation relates directly to the mandrel in the milling or planning equipment. The number of wraps of flighting, the pitch (axial distance per 360 degrees) of the flighting, RPM

and the diameter of the mandrel, all interact to give the best cutting speed for each different machine. After the forward speed has been established for the best pattern of rideability and surface texture, the milling operation shall not be halted for the loading or unloading of trucks. The micro-milling operation shall be continuous in order to produce the best overall pattern.

The micro-milling operation, including removal of the milled material, shall be carried out in a manner that prevents dust and other particulate matter from escaping into the air, in accordance with Subsection 212.07, Subpart A.

Full and partial depth patching of the pavement shall be completed and cured prior to micro-milling operations. Joint and crack resealing shall follow micro-milling operations.

Milling shall begin and end at lines perpendicular to the centerline, except for run-out areas which may require the axis of the mandrel to be parallel or skewed to the centerline. The maximum overlap between longitudinal passes shall be 2 inches. For concrete pavements, the entire surface area of the slab shall be milled and textured until the surfaces on both sides of transverse joints are in the same plane and meet the required smoothness. Except for run-out areas, the surface, after micro-milling, shall meet the surface tolerance for new pavement.

Micro-milling of roadway shoulders will not be required unless directed by the RE to improve drainage. Pavement or shoulders adjacent to micro-milled pavement areas shall be micro-milled when directed to maintain an adequate cross slope for drainage. Micro-milling of bridge decks is not permitted.

For removal of faulted concrete, micro-milling shall be performed in the direction opposite to the normal traffic flow.

Substantially all of the pavement surface shall be textured. Extra depth micro-milling of isolated low spots will not be necessary if it requires lowering of the overall profile of the pavement. The accumulated total of excluded areas shall not exceed 5 percent of the total area to be milled. In all cases, the maximum depth of concrete pavement removal shall be 1 inch. The operation shall result in a pavement that conforms to the required cross slope.

Teeth in the milling drum that become dislodged, broken, or unevenly worn shall be replaced immediately. When only changing intermittent teeth, an existing "sample" carbide tooth is to be removed from the machine and measured to determine amount of wear and/or gage height. Replacement teeth shall be matched to existing height of the "sample" carbide tooth, plus or minus 0.031 inches, to insure even micro-milling.

The surface of the milled area shall be swept clean prior to being opened to traffic. Sweepings shall be disposed of in accordance with Subsections 201.10.

A carbide tipped tooth is used to produce a pavement surface that is true to grade and cross section. This texture shall consist of a matted surface that will have a transverse pattern of 0.31 inches center to center of each strike area. The difference between the high and low of the matted surface shall not exceed 0.063 inches.

4. Measurement and Payment.

The Department will measure "MICRO-MILLING" of concrete and hot mix asphalt pavements by the SQUARE YARD.

D. Repairing HMA Pavement.

THE ENTIRE TEXT IS CHANGED TO:

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

Sawcut existing HMA pavement to a maximum depth of 10 inches, or to the full depth of bound layers, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material to a depth of at least 3 and no more than 10 inches below the level of milling within the boundary of the sawcuts to form rectangular openings with vertical sides. Shape and compact the underlying surface to produce a firm, level base. Ensure that the remaining pavement is not damaged.

Apply polymerized joint adhesive or tack coat to the vertical surfaces of the openings. Spread and grade HMA in the opening as directed by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.03.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with the adjacent pavement surface.

Reuse removed material as specified in 202.03.07.A.

401.03.02 Tack Coat and Prime Coat

TABLE 401.03.02-1 IS CHANGED TO:

Table 401.03.02-1 Tack Coat Application			
Material	Spraying Temp, °F	Gallons per Square Yard	Season
Cut-Back Asphalt:			
RC-70	120 to 190	0.05 to 0.15	Oct 15 to Apr 15
Emulsified Asphalt:			
RS-1	70 to 140	0.05 to 0.15	All year
CRS-1	125 to 185	0.05 to 0.15	All year
SS-1, SS-1h	70 to 140	0.05 to 0.15	All year
CSS-1, CSS-1h	70 to 140	0.05 to 0.15	All year

TABLE 401.03.02-2 IS CHANGED TO:

Table 401.03.02-2 Prime Coat Application			
Cut-Back Asphalt	Spraying Temp, °F	Gallons per Square Yard	Season
MC-30	85 to 150	0.1 to 0.5	Oct 15 to Apr 15
MC-70	120 to 190	0.1 to 0.5	Oct 15 to Apr 15
Emulsified Asphalt:			
CSS-1	70 to 140	0.1 to 0.50	All year

401.03.03 HMA Courses

D. Transportation and Delivery of HMA.

THE FIRST PARAGRAPH IS CHANGED TO:

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

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

E. Spreading and Grading.

THE THIRD PARAGRAPH IS CHANGED TO:

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THE THIRD PARAGRAPH IS CHANGED TO:

Use an MTV for the construction of surface course in the traveled way. However, the use of an MTV is optional for the construction of surface course if the length of continuous through travel lane construction is less than 2,500 ft or the total tonnage of the course is less than 2,000 tons.

Ensure that the MTV independently delivers HMA from the HMA trucks to the HMA paver. Operate the MTV to ensure that the axle loading does not damage structures, roadway, or other infrastructure.

H. Air Void Requirements.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH:

If areas of existing shoulders are found to be insufficient to support the proposed HMA pavement and the required compaction cannot be achieved, notify the RE immediately. The RE may either direct additional milling and paving to provide a suitable base to pave the proposed HMA or waive coring and air void requirements in such shoulder areas.

J. Ride Quality Requirements.

THE FIRST PARAGRAPH IS CHANGED TO:

The Department will evaluate the HMA surface course using the International Roughness Index (IRI) according to ASTM E 1926. The Department will use the measured IRI to compute the appropriate pay adjustment (PA). The PA may be positive for superior quality work or negative for defective work. The Department may exclude certain area as specified in the Special Provisions.

The Department will calculate the PA as specified in table 401.03.03-7(A) and will base PA on lots of 0.01 mile length for each lane tested. Lanes will only be tested if continuous lane segments are equal to or greater than 1 mile in length. The Department will provide available IRI data upon request when repair locations, which will be subject to IRI pay adjustment, are identified. The unit bid prices for specified milling and hot mix asphalt items may then be renegotiated.

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 AASHTO MP 11. The Department will not measure locations where the traffic striping includes turn lanes that cause the through traffic lane to cross over a longitudinally paved joint. Ramps and lanes such as acceleration and deceleration lanes of less than 1000' of continuous through treatment will not be measured. 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.

The Department will test the full extent of each wheel path of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. For the purposes of this specification, lanes are defined by striping.

The IRI value reported for each lot is the average of 3 runs of each wheel path, unless otherwise directed by the Department.

2. **Control Testing.** Perform control testing during material placement to ensure compliance with the ride quality requirements specified in Table 401.03.03-7(A).
3. **Preparation for IRI Testing.** Provide traffic control when the Department performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of preformed traffic marking tape perpendicular to the roadway baseline 300 feet before the beginning and after the end of each lane, shoulder, and ramp to be tested or at the direction of the Department. Submit the actual stationing for each traffic marking tape location to the RE.
4. **Acceptance.** The Department will determine acceptance and provide PA based on the following:

- a. **Pay Adjustment.** The pay equations in Table 401.03.03-7(A) express the PA in dollars per lot of 0.01 mile. The number of lots for final pay adjustment will be reduced by the number of lots representative of a length equal to the total length of the impediments that are present within the areas to be tested. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway segments. The number of lots to be excluded for each segment is shown in Table 401.03.03-7(A).

Impediments include the following:

1. Metal impediments, such as utility covers, manholes, catch basins and inlets, located in the lane and in shoulders within 5 LF of the lane. The exclusion length for metal impediments is 20 LF each.
2. Transverse joints that separate the new pavement from an existing pavement, intersections, railroad crossings, and other features in the pavement deemed by the designer to be a potential impediment to achieving a smooth ride quality. The exclusion length is the length of the feature plus 10 LF before and 10 LF after each feature.
3. Bridge decks, approach slabs and transition slabs on structures which are not overlaid.

Table 401.03.03-7(A) Roadways

Note: Table 401.03.03-7(A) will be provided when routes are identified.

- b. **Removal and Replacement.** If the final IRI is greater than the RRV, remove and replace the lot. Replacement work is subject to the same requirements as the initial work.

If less than 8 percent of paving lots exceeds the RRV, submit a plan for corrective action. If the corrective action plan is not approved by the RE, remove and replace the designated lots. If the corrective action plan is approved and the lots are reworked, the lots are subject to the requirements of section 401.03.03.J Ride Quality Requirements except the lots are not eligible for positive PA. The RE may allow the lots to remain in place and apply the pay adjustment as computed in Table 401.03.03-7(A).

401.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

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

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

Where:

BP = Bid Price

Q= Air Void Lot Quantity

PPA= air void PPA as specified in 401.03.03H.

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

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

Where:

BP = Bid Price

Q= Thickness Lot Quantity

PPA= thickness PPA as specified in 401.03.03I

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.03J.

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

<i>Item</i>	<i>Pay Unit</i>
MILLING 2" AVERAGE DEPTH(UNDER 2000 SY)	SQ YARD
MILLING 2" AVERAGE DEPTH(2001 TO 8000 SY)	SQ YARD
MILLING 2" AVERAGE DEPTH(OVER 8000 SY)	SQ YARD
SAWCUTTING	LIN FEET
PREPARATION OF ROADBED	SQ YARD
MICRO-MILLING	SQ YARD

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 602 – DRAINAGE STRUCTURES

THE FOLLOWING IS ADDED TO THIS SECTION:

RETROFIT COVER PLATES FOR INLET CURB PIECES

MATERIALS:

Provide materials as specified:

a). Retrofit steel cover plates are to be manufactured from 0.25 inch thick Cor-Ten steel plate, over 60,000 PSI high strength/low alloy weathering steel, conforming to A588 grade with chamfered edges with additional holes and/or slots cut above the gutter line opening to prevent or reduce flooding.

Mounting clamps are also to be made of Cor-Ten steel.

b). All mounting bolts are to be made of carbon steel & zinc plated.

c). All other hardware such as bolts, nuts, washers and the “medallion” are to be made of stainless steel. The stainless steel medallion is to have a blue background and the words:

“NO DUMPING DRAINS TO WATERWAY” and a symbol of a “FISH” in the center.

Mounting hardware is to be “tamper proof” so that the medallion cannot be removed.

Retrofit cover plates are to be supplied by the following NJDOT approved suppliers:

Environmental Retrofit Solutions LLC.
230 Warburton Avenue
Hawthorne, NJ 07506
Telephone: (973) 427-8055
Fax: (973) 427-1323

LMT – Mercer Group, Inc.
690 Puritan Avenue
Lawrenceville, NJ 08648
Telephone: (609) 989-0399
Fax: (609) 394-0940

KZ Environmental Group LLC.
1275 15th Street Apt # 19Q
Fort Lee, NJ 07024
Telephone: (201) 709-0507
Fax: Not available

CONSTRUCTION:

At the direction of the RE, install/attach retrofit cover plate to the existing curb piece of the inlet to reduce vertical opening to 2 inches at the gutter line.

The assembly shall include means for clamping the retrofit cover plate to the inlet curb piece and provide a firm and secure attachment.

The medallion shall be mounted so that it can be viewed by the traveling public.

Any retrofit cover plate found "loose" or missing hardware shall be corrected at no additional cost to the state, including safety.

MEASUREMENT AND PAYMENT

The Department will measure and make payment for the item as follows:

Pay Item

RETROFIT COVER PLATE FOR INLET CURB PIECE

Pay Unit

UNIT

The bid price shall include all costs associated with the installation of the retrofit cover plate to the curb piece of the inlet.

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.03.02 Concrete Sidewalks, Driveways, and Islands

H. Protection and Curing.

THE LAST SENTENCE IS CHANGED TO:

Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from 2 concrete cylinders field cured according to AASHTO T 23.

SECTION 607 – CURB

607.03.01 Concrete Barrier Curb

D. Placing Concrete.

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

To place concrete between November 1 to March 15, submit to RE for approval a plan detailing the method of protecting the concrete from salt for at least 30 days after placing.

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

D. Placing Concrete.

THE ENTIRE TEXT IS CHANGED TO:

Place concrete for vertical curb and sloping curb as specified in 607.03.01.D, except that consolidation may be achieved by hand spading or internal mechanical vibrators.

607.03.04 Concrete Vertical Curb and Concrete Sloping Curb, Dowelled

D. Placing Concrete.

THE ENTIRE TEXT IS CHANGED TO:

Place concrete for vertical and sloping curb as specified in 607.03.02.D.

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

610.03.04 Removal of RPMs

THE ENTIRE TEXT IS CHANGED TO:

Remove RPMs as directed by the RE. Dispose of RPMs as specified in 201.03.09. If directed by the RE, fill the hole with HMA patch as specified in 159.03.07 except sawcutting is not required.

610.03.06 Ground Mounted Flexible Delineators

THE FIRST PARAGRAPH IS CHANGED TO:

Use white retroreflective sheeting for delineators located on the right side when facing in the direction of traffic. Use yellow retroreflective sheeting for delineators located on the left side when facing in the direction of traffic.

610.04 MEASUREMENT AND PAYMENT

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

<i>Item</i>	<i>Pay Unit</i>
REMOVAL OF TRAFFIC STRIPES, LINES EPOXY RESIN	LIN FEET
REMOVAL OF TRAFFIC MARKINGS, LINES	LIN FEET
REMOVAL OF TRAFFIC MARKINGS, SYMBOLS THERMOPLASTIC	SQ FEET
TRAFFIC MARKINGS, LINES, THERMOPLASTIC	LIN FEET

THE FOLLOWING ITEM IS DELETED:

<i>Item</i>	<i>Pay Unit</i>
RPM, BI-DIRECTIONAL, WHITE LENS	UNIT

DIVISION 900 – MATERIALS

SECTION 901 – AGGREGATES

901.11 SOIL AGGREGATE

1. Composition of Soil Aggregate.

THE FOLLOWING IS ADDED TO THE LAST PARAGRAPH:

For Designation I-14, the Contractor may use up to 30 percent steel slag by weight of the coarse aggregate portion of the soil aggregate. Obtain steel slag from a source listed on the QPL as specified in 901.01. Use steel slag that was produced as a co-product of the steel making process. Ensure that the steel slag consists of tough, durable pieces that are uniform in density and quality. Stockpile steel slag as specified in 901.02. Ensure steel slag for blending with I-14 Soil Aggregate does not exceed 0.50 percent expansion from hydration when tested according to ASTM D 4792.

SECTION 902 – ASPHALT

902.02.02 Composition of Mixtures

TABLE 902.02.02-2 IS CHANGED TO:

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

902.03.02 Mix Design

THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will test 2 specimens to verify that the final JMF produces a mixture that has a minimum void content as specified in Table 902.03.03-1. The ME will determine percent air voids according to AASHTO T 209, and either NJDOT B-6 or AASHTO T 331.

902.03.03 Sampling and Testing

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material.

THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308 or NJDOT B-5. Perform testing for air voids according to AASHTO T 209 and either NJDOT B-6 or AASHTO T 331. Perform testing for draindown according to NJDOT B-7 or NJDOT B-8.

902.04.03 Sampling and Testing

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material. Maintain the temperature of the mix between 300 °F and 330 °F. Perform and meet requirements for quality control testing as specified in 902.02.04.C.

902.05.01 Composition of Mixture

THE FIFTH PARAGRAPH IS CHANGED TO:

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For fine aggregate, use stone sand conforming to 901.05.02. Ensure that the combined fine aggregate in the mixture conforms to the requirements in Table 902.02.02-2.

902.05.02 Mix Design

THE FIRST PARAGRAPH IS CHANGED TO:

Design the SMA to meet the requirements in Table 902.05.02-1 and Table 902.05.02-2. Prepare the JMF according to AASHTO R 46. Determine the JMF at 4 percent air voids and 75 gyrations of the Superpave gyratory compactor.

TABLE 902.05.02-2 IS CHANGED TO:

Table 902.05.02-2 SMA Mixtures Volumetrics For Design and Plant Production		
Property	Production Control Tolerances	Requirement
Air Voids	±1%	4.0%
Voids in Mineral Aggregate (VMA)	—	17.0% minimum
VCA _{mix}	—	Less than VCA _{dry}
Draindown @ production temperature	—	0.30% maximum
Asphalt Binder Content (NJDOT B-5)	±0.15%	6% minimum
Asphalt Binder Content (AASHTO T 308)	±0.40%	6% minimum
Tensile Strength Ratio (AASHTO T 283)	—	80% minimum

902.05.03 Sampling and Testing

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material.

THE SECOND PARAGRAPH IS CHANGED TO:

During production at the plant, the ME will take a sample from each 700 tons of production to verify composition and air voids. Conduct draindown, VCA_{mix}, VCA_{dry}, and VMA testing as directed by the ME. Perform tests according to AASHTO R 46.

THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308, or NJDOT B-5. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166 or AASHTO T 331. The ME will use the most current QC maximum specific gravity test result, obtained according to AASHTO T 209, in calculating the volumetric properties of the SMA. Perform testing for draindown according to AASHTO T 305.

902.06.03 Sampling and Testing

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that the mix meets the requirements as specified in 902.02.04.A, except that the temperature of the mix at discharge is required to be between 230 °F and 275 °F, otherwise the RE or ME will reject the material.

THE FOLLOWING SUBSECTIONS ARE ADDED

SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

912.03.01 Epoxy Traffic Stripes

B. Glass Beads.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

912.03.02 Thermoplastic Traffic Markings

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

912.04.01 Latex Paint

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

SECTION 914 – JOINT MATERIALS

914.04.01 Preformed Elastomeric (Compression Type)

B. Joint Sealer.

THE LAST SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

If splicing of a sealer is allowed, ensure that the sealer at the splice point has no significant misalignment at its sides or top and that misalignment at the bottom does not exceed half of the bottom wall thickness.

SECTION 1009 – HMA PLANT EQUIPMENT

1009.01 HMA PLANT

A. Requirements for HMA Mixing Plants.

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The HMA producer is required to have a quality control (QC) program plan approved annually by the ME as per Materials Approval Procedure MAP-102. The HMA producer is required to ensure that the QC plan conforms to the requirements outlined in the report entitled "Hot Mix Asphalt Quality Control Program Plan" prepared by the Department of Transportation and New Jersey Asphalt Paving Association. Failure to follow these requirements will result in rejection of HMA materials supplied by the HMA producer and removal of the HMA supplier from the QPL.

NJDOT TEST METHODS

NJDOT B-10 – OVERLAY TEST FOR DETERMINING CRACK RESISTANCE OF HMA

A. Scope. This test method is used to determine the susceptibility of HMA specimens to fatigue or reflective cracking. This test method measures the number of cycles to failure.

B. Apparatus. Use the following apparatus:

1. **Overlay Tester.** An electro-hydraulic system that applies repeated direct tension loads to specimens. The machine features two blocks, one is fixed and the other slides horizontally. The device automatically measures and records a time history of load versus displacement every 0.1 sec at a selected test temperature.

The sliding block applies tension in a cyclic triangular waveform to a constant maximum displacement of 0.06 cm (0.025 in.). This sliding block reaches the maximum displacement and then returns to its initial position in 10 sec. (one cycle).

2. **Temperature Control System.** The temperature chamber must be capable of controlling the test temperature with a range of 32 to 95 °F (0 to 35 °C).
3. **Measurement System.** Fully automated data acquisition and test control system. Load, displacement, and temperature are simultaneously recorded every 0.1 sec.
4. **Linear Variable Differential Transducer (LVDT).** Used to measure the horizontal displacement of the specimen (+/- 0.25 in.). Refer to manufacturer for equipment accuracy for LVDT.
5. **Electronic Load Cell.** Used to measure the load resulting from the displacement (5000 lb capacity). Refer to manufacturer for equipment accuracy for load cell.
6. **Specimen Mounting System.** Used two stainless steel base plates to restrict shifting of the specimen during testing. The mounting jig holds the two stainless steel base plates for specimen preparation.
7. **Cutting Template.**
8. **Two Part Epoxy.** Two part epoxy with a minimum 24 hour tensile strength of 600 psi (4.1 MPa) and 24 hour shear strength of 2,000 psi (13.8 MPa).
9. **10 lb weight (4.5 kg).** Used to place on top of specimens while being glued to specimen platens.
10. **¼ inch Width Adhesive Tape.** Placed over gap in plates to prevent the epoxy from bonding the plates together.
11. **Paint or Permanent Marker.** Used to outline specimens on platens for placement of epoxy.
12. **3/8-in. Socket Drive Handle with a 3-in. (7.6 cm) extension.**

C. Procedure. Perform the following steps:

1. Sample Preparation.

- a. **Laboratory Molded Specimens** - Use cylindrical specimens that have been compacted using the gyratory compactor (AASHTO T 312). Specimen diameter must be 6 inches (150 mm) and a specimen height must be 4.5 inches +/- 0.2 inches (115 +/- 5 mm).

Note 1 - Experience has shown that molded laboratory specimens of a known density usually result in a greater density (or lower air voids) after being trimmed. Therefore, it is recommended that the laboratory technician produce molded specimens with an air void level slightly higher than the targeted trimmed specimen. Determine the density of the final trimmed specimen in accordance with AASHTO T 166.

- b. **Core Specimens** - Specimen diameter must be 6 inches +/- 0.1 inch (150 mm +/- 2 mm). Determine the density of the final trimmed specimen in accordance with AASHTO T166.

2. Trimming of Cylindrical Specimen.

Before starting, refer to the sawing device manufacturer's instructions for cutting specimens.

- a. Place the cutting template on the top surface of the laboratory molded specimen or roadway core. Trace the location of the first two cuts by drawing lines using paint or a permanent marker along the sides of the cutting template.
 - b. Trim the specimen ends by cutting the specimen perpendicular to the top surface following the traced lines. Discard specimen ends.
 - c. Trim off the top and bottom of the specimen to produce a sample with a height of (1.5 inches +/- 0.02 inches (38 mm +/- 0.5 mm)).
 - d. Measure the density of the trimmed specimen in accordance with AASHTO T 166. If the specimen does not meet the density requirement as specified for performance testing for the mix being tested, then discard it and prepare a new specimen.
 - e. Air dry the trimmed specimen to constant mass, where constant mass is defined as the weight of the trimmed specimen not changing by more than 0.05% in a 2 hour interval.
3. **Mounting Trimmed Specimen to Base Plates (Platens).**
 - a. Mount and secure the base plates (platens) to the mounting jig. Cut a piece of adhesive tape approximately 4.0 inches (102 mm) in length. Center and place the piece of tape over the gap between the base plates.
 - b. Prepare the epoxy following manufacturer's instructions.
 - c. Cover a majority of the base plates (platens) with epoxy, including the tape. Glue the trimmed specimen to the base plates.
 - d. Place a 10 lb (4.5 kg) weight on top of the glued specimen to ensure full contact of the trimmed specimen to the base plates. Allow the epoxy to cure for the time recommended by the manufacturer. Remove the weight from the specimen after the epoxy has cured.
 - e. Turn over the glued specimen so the bottom of the base plates faces upward. Using a hacksaw, cut a notch through the epoxy which can be seen through the gap in the base plates. The notch should be cut as evenly as possible and should just begin to reach the specimen underneath the epoxy. Great care should be taken not to cut more than 1/16 inch (1.58 mm) into the specimen.
 - f. Place the test sample assembly in the Overlay Tester's environmental chamber for a minimum of 1 hour before testing.
4. **Start Testing Device.** Please refer to manufacturer's equipment manual prior to operating equipment.
 - a. Turn on the Overlay Tester. Turn on the computer and wait to ensure communication between the computer and the Overlay Tester occurs.
 - b. Turn on the hydraulic pump using the Overlay Tester's software. Allow the pump to warm up for a minimum of 20 minutes.
 - c. Turn the machine to load control mode to mount the sample assembly.
5. **Mounting Specimen Assembly to Testing Device.** Enter the required test information into the Overlay Tester software for the specimen to be tested.
 - a. Mount the specimen assembly onto the machine according to the manufacturer's instructions and the following procedural steps.
 1. Clean the bottom of the base plates and the top of the testing machine blocks before placing the specimen assembly into the blocks. If all four surfaces are not clean, damage may occur to the machine, the specimen, or the base plates when tightening the base plates.
 2. Apply 15 lb-in of torque for each screw when fastening the base plates to the machine.
6. **Testing Specimen.**
 - a. Perform testing at a constant temperature recommended by the New Jersey Department of Transportation for the mixture in question. This is typically either 59 °F (15 °C) or 77 °F (25 °C).

Note 3 – Ensure the trimmed specimen has also reached the constant temperature required.

- b. Start the test by enabling the start button on the computer control program. Perform testing until a 93% reduction or more of the maximum load measured from the first opening cycle occurs. If 93% is not reached, run the test until a minimum of 1,200 cycles.
- c. After the test is complete, remove the specimen assembly from the Overlay Tester machine blocks.

D. Report. Include the following items in the report:

- 1. Date and time molded or cored.
- 2. NJDOT mixture identification.
- 3. Trimmed specimen density.
- 4. Starting Load.
- 5. Final Load.
- 6. Percent decline (or reduction) in Load.
- 7. Number of cycles until failure.
- 8. Test Temperature

ATTACHMENTS

STATE ATTACHMENT NO. 1

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS FUNDED BY WHOLLY OR PARTIALLY STATE FUNDS

I. GENERAL

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/jobCentralNJ>;

Note: Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the NJDOT by the Department of Labor and Workforce Development.
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the NJDOT with proof of solicitation for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

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

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant 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 these requirements in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the The Division of Public Contracts Equal Employment Opportunity Compliance (hereafter "Division") may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (b) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
 - (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforceneeds, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable State and Federal court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
 - (ii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i)

above whenever vacancies occur. At the request of the Division, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

- (iii) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Division and submitted promptly to the Division upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The Contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at:

http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/NJ_StimulusReportingNotification-Contractor.pdf

Instructions on how to complete Form CC-257R are provided in the web application. Submit Form CC-257R through the web based application within 10 days following the end of the reporting month.

All employment and wage data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring that their subcontractors comply with these reporting requirements. Failure by the Contractor to submit Monthly Employment Utilization Reports may impact the contractor's prequalification rating with the Department.

- d. The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

- e. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons without regard to their age, race, color, religion, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

"It is the policy of this company that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, 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."

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

IV. DISSEMINATION OF POLICY

- A. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer or other knowledgeable company official will conduct the meetings.
 - 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
 - 3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's Procedures for locating and hiring minority and women workers.
- B. In order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - 1. Notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions will be placed

in conspicuous places readily accessible to employees, applicants for employment and potential employees.

2. The Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

V. RECRUITMENT

- A. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
- B. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. To meet this requirement, the Contractor will, through his/her EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
- C. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).
- D. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section IX Unions" of the EEO Special Provisions.

VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS

- A. The New Jersey Department of Transportation has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups" as follows:

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

COUNTY	MINORITY % PERCENTAGE	WOMEN % PERCENTAGE
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9

Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

The Division of Public Contracts Equal Employment Opportunity Compliance has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

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

- B. The State Division of Public Contracts Equal Employment Opportunity Compliance may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.
- C. When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.
- D. It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, he will have complied with his obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department of Transportation that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:
 - 1. Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
 - 2. The Contractor and its subcontractors shall comply with Section IX, Unions of these EEO Special Provisions and, in particular, with Section IX, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
 - 3. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the Division of Public Contracts Equal Employment Opportunity Compliance of the Department of

Treasury and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.

4. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the Division of Public Contracts Equal Employment Opportunity Compliance of the Department of Treasury in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Project.
5. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the project.
6. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the project.
7. In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
8. The Contractor and its subcontractors shall comply with the other requirements of these EEO Special Provisions.

VII. PERSONNEL ACTIONS

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The following procedures shall be followed:

- A. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- C. The Contractor will periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- D. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his/her avenues of appeal.

VIII. TRAINING AND PROMOTION

The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.

Consistent with the Contractor's workforce requirements and as permissible under State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

The Contractor will periodically review the training and promotion potential of minority group and women workers and will encourage eligible employees to apply for such training and promotion.

IX. UNIONS

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. Actions by the Contractor either directly or through a Contractor's association acting, as agent will include the procedures set forth below:

- A. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
- B. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- C. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
- D. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the NJDOT and shall set forth what efforts have been made to obtain such information.
- E. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the NJDOT.

X. SUBCONTRACTING

- A. The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).
- B. The Contractor will use his best efforts to ensure subcontractor compliance with their Equal Employment Opportunity obligations.

XI. RECORDS AND REPORTS

- A. The Contractor will keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - 1. The work hours of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
 - 4. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
- B. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
- C. The Contractor shall submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

XII SPECIAL CONTRACT PROVISIONS FOR INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS

The Contractor hereby agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Supplemental Specifications:

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. And Executive Order 11246, it shall take the following actions:

- 1. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
- 2. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
 - a) Investigatory activities and findings.
 - b) Dates and parties involved and activities involved in resolving the complaint.
 - c) Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
 - d) A signed copy of resolution of complaint by complainant and Contractor.

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the NJDOT all other records, including, but not limited to, interview memos and statements.)
- 3. Upon the request of the NJDOT provides to the NJDOT within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- 4. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person

working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with project's contract requirements.

5. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the project's contract requirements.
6. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
7. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
8. The Contractor also agrees that its failure to comply with the above requirements may be cause for the New Jersey Department of Transportation to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the contract or by state and/or federal law.

STATE ATTACHMENT NO. 2

PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

1. Each contractor and subcontractor shall furnish the Resident Engineer with payroll reports for each week of contract work. Such reports shall be submitted within 7 days of the date of payment covered thereby and shall contain the following information:
 - A. Each employee's full name, address, and social security number. The employee's full name, and social security number need only appear on the first payroll on which his name appears. The employee's address need only be shown on the first submitted payroll on which his name appears; unless a change of address necessitates a submittal to reflect the new address.
 - B. Each employee's specific work classification (s).
 - C. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to the employee in cash must be indicated.
 - D. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - E. Each employee's gross wage.
 - F. The itemized deductions made.
 - G. The net wages paid.
2. Each contractor or subcontractor shall furnish a statement each week to the Resident Engineer with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on New Jersey Department of Transportation Form FA-7 "Statement of Compliance," or the same certification set forth on (1) U.S. Department of Labor Form WH-348, (2) the reverse side of U. S. Department of Labor Form WH-347, or (3) any form with identical wording.

STATE ATTACHMENT NO. 3**AMERICANS WITH DISABILITIES ACT
100% STATE FUNDED CONTRACTS****Equal Opportunity For Individuals With Disabilities.**

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

STATE ATTACHMENT NO. 4

SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT 100% STATE-FUNDED CONTRACTS

I. UTILIZATION OF SMALL BUSINESS ENTERPRISE (SBE) BUSINESSES AS CONTRACTORS, MATERIAL SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation advises each contractor or subcontractor that failure to carry out the requirements set forth in this attachment shall constitute a breach of contract and, after notification to the applicable State agency, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be included in all subcontract agreements in accordance with State of New Jersey requirements.

II. POLICY

It is the policy of the New Jersey Department of Transportation that Small Business Enterprises, as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with 100% state funds.

III. CONTRACTOR'S SMALL BUSINESS OBLIGATION

The New Jersey Department of Transportation and its Contractor agree to ensure that Small Business Enterprises (SBE), as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., have maximum opportunity to participate in the performance of contracts and subcontracts financed wholly with 100% state funds. In this regard, the New Jersey Department of Transportation and all Contractors shall take all necessary and reasonable steps to ensure that Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts. The New Jersey Department of Transportation and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of State-funded contracts.

IV. COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of Small Business Participation "Form A" included in the Proposal and all forms and documents required in Sections VII and VIII of these provisions which will be made a part of the resulting contract.

V. SMALL BUSINESS GOALS FOR THIS PROJECT

NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.

- A. This project includes a goal of awarding 3 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES**.
- B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.

- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.
- D. Prospective Small Businesses whose registration applications are denied or rejected by the New Jersey Commerce and Growth Commission are ineligible for participation on the project to meet Small Business goals, regardless of any pending appeal action in progress.
- E. A directory of registered Small Businesses Enterprise firms is available upon request to the New Jersey Commerce and Growth Commission or the New Jersey Department of Transportation, Division of Civil Rights/Affirmative Action. The directory is to be used ~~as a~~ source of information only and does not relieve the Contractor of their responsibility to seek out Small Businesses Enterprises not listed.

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

- A. Each Small Business Enterprise (SBE) is subject to a registration procedure to ensure their SBE eligibility prior to the award of contract. In order to facilitate this process, it is advisable for the bidder to furnish the names of proposed SBEs to the Department before bid opening. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
- B. The Contractor may count toward its SBE goal only expenditures to SBEs that perform a commercially useful function in the work of a contract. A SBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To determine whether a SBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practice and other relevant factors.
- C. If an SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
- D. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the applicable goal.
- E. If the Contractor is a registered SBE, payments made to the Contractor for work performed by the Contractor will be applied toward the SBE goal. Payments made to the Contractor for work performed by non-SBE's will not be applied toward the goal.
- F. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goals only if the SBE's subcontractor is also a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the assigned goal.

VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS

- A. Contractors are required to submit annually on their due date, their firm's Affirmative Action Program to the Division of Civil Rights/Affirmative Action. Contractors must have an **approved** Affirmative Action Program in the Division of Civil Rights/Affirmative Action no later than seven

(7) State business days after receipt of bids. No recommendations to award will be made without an approved Affirmative Action Program on file in the Division of Civil Rights/Affirmative Action.

- B. The Annual Affirmative Action Program will include, but is not limited to the following:
 - 1. The name of the company's Liaison Officer who will administer the Small Business Enterprise Program.
 - 2. An explanation of the affirmative action methods used in seeking out and considering Small Business Enterprises as subcontractors, material suppliers or equipment lessors.
 - 3. An explanation of affirmative action methods which will be used in seeking out future Small Business Enterprises as subcontractors, material suppliers or equipment lessors after the award of the contract and for the duration of said project.
- C. The following shall be submitted either with the bid or to the Division of Civil Rights/Affirmative Action no later than seven (7) state business days after the receipt of bids.
 - 1. SBE "FORM A" - Schedule of SBE Participation. The Contractor shall list all SBEs that will participate in the contract including scope of work, actual dollar amount and percent of total contract to be performed. This form should be submitted only if the goal level established for the contract have been met or exceeded;
Note: If a change occurs to the Contractor's original Form A submission which was previously approved by the Division of Civil Rights/Affirmative Action, a Revised Form A must be submitted naming the replacement Small Business Enterprise subcontractors. A written explanation should be included with the submission of the revised Form A.
 - 2. Request for Exemption - In the event the Contractor is unable to meet the specified goal level, that Contractor must submit a written request for a partial or full exemption from the SBE goal. This request shall include the names of all SBE firms that the contractor will utilize on the contract and shall describe the specific work to be performed by each SBE together with the actual dollar amount of that work. Additionally, this request must address the Contractor's efforts to make Reasonable Outreach Efforts as enumerated in Section VIII.
 - 3. Additional Information - The Department in its sole discretion may request additional information from the Contractor prior to award of the contract in order to evaluate the Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by the department. The Contractor shall, prior to the award of the contract, submit a completed SBE "Form A", even if it has been granted an exemption from the SBE goal.

VIII. REASONABLE OUTREACH EFFORTS

If a Contractor fails to meet the goal for Small Business Enterprise participation, the Contractor shall document its reasonable outreach efforts to meet the SBE goal. Reasonable outreach shall include, but not be limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform SBE's of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and small business enterprise-focus media for at least 20 days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to SBE's that their interest in the contract is solicited;

- D. Efforts made to select portions of the work proposed to be performed by SBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with SBE's for specific sub-bids including at a minimum:
 - 1. The names, addresses and telephone numbers of SBE's that were contacted;
 - 2. A description of the information provided to SBE's regarding the plans and specifications for portions of the work to be performed; and
 - 3. A statement of why additional agreements with SBE's were not reached;
- F. Information regarding each SBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the SBE in obtaining bonding or insurance required by the Bidder or the Department.

IX. ADMINISTRATIVE RECONSIDERATION

- A. If the Division of Civil Rights/Affirmative Action determines that the apparent successful bidder has failed to make reasonable outreach efforts to meet the requirements of this section, the Department must, before awarding the contract, provide the bidder an opportunity for administrative reconsideration.
- B. As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. NJDOT will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the SBE goal or make an adequate good faith effort to do so.
- C. Within seven (7) State business days of being informed by the Division of Civil Rights/Affirmative Action that it is not a responsible bidder because it has not made or documented sufficient outreach efforts to SBEs, a bidder may make a request in writing to the Director, Division of Procurement, PO Box 605, Trenton, New Jersey, 08625-0605; Telephone (609) 530-6355. The Director, Division of Procurement, does not participate in the initial determination of whether reasonable outreach was performed by the Contractor.

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

If at any time following the award of contract, the Contractor intends to sublet any portion(s) of the work under said contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, said Contractor shall take affirmative action:

- A. To notify the Resident Engineer, in writing, of the type and approximate value of the Contractor intends to accomplish by such subcontract, purchase order or lease.
- B. To signify and affirm compliance with the provisions of this Section, the Contractor shall submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award SBE forms may be obtained from the Resident Engineer.
- C. To give small business enterprise firms equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.

XI. CONSENT BY DEPARTMENT TO SUBLETTING

- A. The Department will not approve any subcontracts proposed by the Contractor unless and until said contractor has complied with the terms of this SBE Utilization Attachment.

- B. The Contractor shall provide the Resident Engineer with a listing of firms, organizations or enterprises to be used as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs.
- C. Notification of a subcontractor's termination shall be sent to the Department by the Contractor through the Resident Engineer.

XII. CONCILIATION

In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the Division of Civil Rights/Affirmative Action, New Jersey Department of Transportation.

XIII. DOCUMENTATION

A. Records and Reports

The Contractor shall keep such records as are necessary to determine compliance with its Small Business Enterprise Utilization obligations. The records kept by the Contractor will be designed to indicate:

1. The names of the small business enterprise subcontractors, equipment lessors and material suppliers contacted for work on this project.
 2. The type of work to be done, materials to be utilized or services to be performed other than by the prime contractor on the project.
 3. The actual dollar amount of work awarded to SBE's.
 4. The progress and efforts being made in seeking out and utilizing Small Business Enterprise firms. This would include solicitations, quotes and bids regarding project work items, supplies, leases, etc.
 5. Documentation of all correspondence, contacts, telephone calls, etc, to obtain the services of Small Business Enterprise firms on this project.
- B. The contractor shall submit reports, as required by the Department, on those contracts and other business transactions executed with Small Business Enterprise firms in such form and manner as may be prescribed by the Department.
 - C. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department.

XIV. PAYMENT TO SUBCONTRACTORS

The Contractor agrees to pay its subcontractors in accordance with the Specifications.

XV. SANCTIONS

Failure of a Contractor to comply with these provisions may result in bid rejection, reduced classification, suspension, debarment, or the institution of other appropriate action by the New Jersey Department of Transportation.

STATE ATTACHMENT NO. 5

DECEMBER 2004

**EXECUTIVE ORDER 134 SPECIAL PROVISIONS
100% STATE FUNDED CONTRACTS**

A. PURPOSE OF EXECUTIVE ORDER 134

Executive Order 134 ("EO 134") was signed on September 22, 2004, in order to safeguard the integrity of State government procurement by imposing restrictions to insulate that process from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of this bid solicitation and the contract resulting from the solicitation.

B. DEFINITIONS

For the purpose of this section, the following definitions shall be applied:

- 1) Contributions mean a contribution reportable by the recipient under of "New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 173, c. 83 (C.19:44A-1 et

seq.), and implementing regulations set forth at N.J.A.C. 19-25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400.00 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

2) Business Entity - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity other than a candidate committee, election fund, or political party committee; and

(iv) if a business entity is a natural person, that person's spouse or child, residing therewith.

C. PROHIBITED CONDUCT

The DEPARTMENT will not enter into a contract for construction with any Business Entity where the value of the contract exceeds \$17,500, if the Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain time periods as specified in EO 134 and the EO 134 Certification form provided by the Department. These time periods are as follows:

(a) Within the 18 months immediately preceding the Solicitation, the Business Entity has made a contribution to:

(i) Any candidate committee and/or election fund of any candidate for

or current holder of the public
office of Governor; or

(ii) Any State or county political
party committee.

(b) During the term of office of the current
Governor, the Business Entity has made a
Contribution to:

(i) Any candidate committee and/or
election fund of the Governor; or

(ii) Any State or county political
party committee nominating such
Governor in the election preceding
the commencement of said
Governor's term.

(c) Within the 18 months immediately preceding
the last day of the term of office of the
Governor, the Business Entity has made a
Contribution to:

(i) Any candidate committee and/or
election fund of the Governor; or

(ii) Any State or County political party committee of the political party nominating such Governor in the last gubernatorial election preceding the election. In the event such a Contribution has been made, the Business Entity will be barred from receiving the award of a contract throughout the remaining term of the current Governor and the full term of the next Governor.

D. CERTIFICATION AND DISCLOSURE REQUIREMENTS

1) Pre-Award Requirements

A Contractor which submits a bid to the Department for a Department construction contract and which is named the apparent low bidder shall submit within 7 State Business Days an EO 134 Certification and an EO 134 Disclosure of Political Contributions on forms provided by the Department. Separate forms must be

submitted for each Business Entity, including but not limited to 10% owners, subsidiaries and all others, defined as a Business Entity in paragraph B.2 above.

The forms shall be signed by a duly authorized representative of the Business Entity and shall certify that the Business entity has made no contributions prohibited by EO 134 and shall report all contributions made by the Business Entity since October 15, 2004, to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A.

19:44A-3(n) and N.J.A.C. 19:25-1.7. The Department shall not award the contract unless certification and disclosure forms are received from all Business Entities. Failure to timely submit the certification and disclosure forms may be cause for rejection of the bid proposal.

- 2). Continuing Obligations of the Business Entity to Comply with EO134 after Contract Execution.

The Contractor shall on a continuing basis to disclose and report to the Department any contributions made during the term of the contract by any Business Entity on forms provided by the Department at the time it makes the contribution.

E. STATE TREASURER REVIEW

Prior to the award of the contract, the State Treasurer or his designee shall review the Disclosures submitted by the apparent low bidder, as well as any other pertinent information concerning the contributions or reports thereof. This review will also take place on a continuing basis during the term of the contract. If the State Treasurer determines that any contribution or action of the contractor presents a conflict of interest in the awarding of the contract under this solicitation or constitutes a breach of contract pursuant to these special provisions, the State Treasurer shall disqualify the business entity from award of this or any future contract.

F. BREACH OF CONTRACT

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of EO 134, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any action which would subject that entity to the restrictions of EO 134.

STATE ATTACHMENT NO. 6

IMPORTANT NOTICE

NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contract executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, ***in addition to the currently required Chapter 51 and Chapter 271 forms***, the attached Certification of Compliance with Executive Order No. 117.

You have successfully completed your Prevailing Wage Rate Determination Request.

OFFICIAL WAGE RATE DETERMINATION

Click on the following links to obtain the actual wage rates (PDF) for the counties selected:

[BERGEN](#) , [BURLINGTON](#) , [MERCER](#) , [STATE WIDE RATES](#)

After you write or print the confirmation number, you may "read" the Official Wage Determination that you requested (this will be opened with the Acrobat Reader).

Once you view the Wage Determination, you may save it to your local disk drive (using the floppy disk icon) or print it on a local printer.

[Please click here to go back and submit another application for a different project](#)

Your confirmation number is 031306.

Print

Close Window

IP ADDRESS: 160.93.56.169

Confirmation Number: 031306

DATE OF REQUEST: SEP 23 2011 10:35:09

PUBLIC BODY (OWNER) WHO WILL BE AWARDED CONTRACT:

Name: New Jersey Department of Transportation

FEIN: 000000000

Address: 1035 Parkway Avenue

City: Trenton

State: NJ

Zip Code: 08625

Project Number:

REQUESTING OFFICER:

Officer Name: Ketaki Pathak

Title: Assistant Engineer

FEIN: 000000000

Company Name: New Jersey Department of Transportation

Address: 1035 Parkway Avenue

City: Trenton

State: NJ

Zip Code: 08625

Phone Number: 609-530-4628 Ext.

Email Address:

Proposed Advertising Date: 18-AUG-11

Estimated Value of Contract: \$1

OFFICER WHO WILL RECEIVE CERTIFIED PAYROLL:

Name: Amadeo Miro

Company Name: New Jersey Department of Transportation

Address: 1035 Parkway Avenue

City: Trenton

State: NJ

Zip Code: 08625

DESCRIPTION OF WORK:

Dp 11441, Maintenance Resurfacing Contract No. 515

LOCATION:

Address: Statewide

City: Statewide

Counties: BERGEN, BURLINGTON, MERCER,

THE PARTICULAR PREVAILING WAGE SCHEDULES
INCLUDED IN THIS CONTRACT ARE NOT REPRINTED HERE
DUE TO SIZE.

NEW JERSEY DEPARTMENT OF TRANSPORTATION CODE OF ETHICS FOR VENDORS

Introduction

The New Jersey Department of Transportation considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with the NJDOT must avoid all situations where proprietary or financial interests, or the opportunity for financial gain could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the Department.

This code, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to contractors, provide general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J. S.A. 27:1A et seq., and for good cause.

This Code of Ethics shall be made part of each Request for Proposal (REP) promulgated by the Department and be attached to every contract and agreement to which the NJDOT is a party. It shall be distributed to all parties who presently do business with the Department and, to the extent feasible, to all those parties anticipating doing business with the Department.

NJDOT Code of Ethics for Vendors

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any NJDOT officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

(Continued on Page 2)

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers or employees of the NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item, which could be construed as having more than nominal value.

Note: This section would permit an NJDOT officer or employee to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example – coffee, danish, tea or soda served during a conference break).

Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Department officer or employee should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace, existing administrative orders and the current Department Code of Ethics.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with the NJDOT.

Chris Christie
Governor



James S. Simpson
Commissioner

Kim Guadagno
Lt. Governor

March 2010

NEW JERSEY DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR CONSTRUCTION OF

PAGE 1

DP NUM 11441
BIDDER 3955

GENERATED 08-18-11
REVISED

MAINTENANCE RESURFACING CONTRACT NO. 515
DP NO 11441
VARIOUS LOCATIONS STATEWIDE.

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 09-08-11
AT 10:00 A.M.

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

STATE OF New Jersey

COUNTY OF Middlesex

I Dale Schifano

(NAME)

AM President OF THE

(TITLE)

FIRM OF Schifano Construction Corp.,

THE BIDDER SUBMITTING THIS PROPOSAL.

THE BIDDER HEREBY AGREES TO CONSTRUCT AND COMPLETE THIS PROJECT IN EVERY
DETAIL AND AT THE PRICES PER UNIT OF MEASURE DELINEATED IN THE ATTACHED
EBS FILE IN THE FOLDER DESIGNATED "SCHEDULE OF ITEMS":

GENERATED 08-18-11
 REVISED

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
SECTION 0001					
ROADWAY					
0001	PERFORMANCE BOND AND PAYMENT BOND				
	151003M	LUMP SUM		18,272.00	18,272.00
0002	OWNER'S AND CONTRACTOR'S PROTECTIVE				
	LIABILITY INSURANCE				
	152003P	LUMP SUM		7,500.00	7,500.00
0003	FIELD OFFICE TYPE B SET UP				
	155006M	1.00 U		4,500.00	4,500.00
0004	FIELD OFFICE TYPE B MAINTENANCE				
	155024M	12.00 MO		1,500.00	18,000.00
0005	TELEPHONE SERVICE				
	155039M	LUMP SUM		4,000.00	4,000.00
0006	CONSTRUCTION LAYOUT				
	MMR001M	10.00 DAY		1,500.00	15,000.00
0007	MOBILIZATION, PREMIUM				
	MMR003M	25.00 DAY		3,500.00	87,500.00
0008	MOBILIZATION				
	MMR004M	50.00 U		2,000.00	100,000.00
0009	EMERGENCY MOBILIZATION				
	MMR006M	5.00 U		3,500.00	17,500.00
0010	SILT FENCE				
	158006M	1,000.00 LF		1.75	1,750.00
0011	CONCRETE WASHOUT SYSTEM				
	MMR091M	3.00 U		400.00	1,200.00
0012	OIL ONLY EMERGENCY SPILL KIT, TYPE 1				
	158072M	3.00 U		1.00	3.00
0013	BREAKAWAY BARRICADE				
	159003M	50.00 U		1.00	50.00

DP NO 11441

VARIOUS LOCATIONS STATEWIDE.

DP NUM 11441

BIDDER 3955

GENERATED 08-18-11

REVISED

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLLARS	CT	DOLLARS	CT
0014	DRUM 159006M	50.00	U	1.00		50.00	
0015	TRAFFIC CONE 159009M	100.00	U	30.00		3,000.00	
0016	CONSTRUCTION SIGNS 159012M	400.00	SF	20.00		8,000.00	
0017	FLASHING ARROW BOARD, 4' X 8' MMR060M	50.00	DAY	50.00		2,500.00	
0018	PORTABLE VARIABLE MESSAGE SIGN MMR061M	50.00	DAY	100.00		5,000.00	
0019	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION MMR062M	100.00	DAY	100.00		10,000.00	
0020	TRAFFIC DIRECTOR, FLAGGER 159141M	250.00	HOUR	75.00		18,750.00	
0021	FUEL PRICE ADJUSTMENT 160003M	LUMP SUM		19,600.00		19,600.00	
0022	ASPHALT PRICE ADJUSTMENT 160006M	LUMP SUM		89,400.00		89,400.00	
0023	EXCAVATION, UNCLASSIFIED 202009P	10,000.00	CY	25.00		250,000.00	
0024	GEOTEXTILE 203040M	2,500.00	SY	2.00		5,000.00	
0025	BORROW EXCAVATION, SELECTED MATERIAL MMB080M	500.00	CY	10.00		5,000.00	
0026	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK 302036P	2,500.00	SY	8.25		20,625.00	
0027	DENSE-GRADED AGGREGATE BASE COURSE, 8" THICK 302042P	2,500.00	SY	9.00		22,500.00	

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LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0028	DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS 302051P	2,500.00	CY	36.75	91,875.00
0029	I-5 SOIL AGGREGATE 203005P	500.00	CY	35.00	17,500.00
0030	SEALING OF CRACKS IN HOT MIX ASPHALT SURFACE COURSE 401024M	10,000.00	LF	1.50	15,000.00
0031	POLYMERIZED JOINT ADHESIVE 401027M	10,000.00	LF	0.35	3,500.00
0032	TACK COAT 401030M	3,000.00	GAL	3.50	10,500.00
0033	TACK COAT 64-22 401033M	1,000.00	GAL	1.00	1,000.00
0034	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE 401042M	9,000.00	T	76.50	688,500.00
0035	HOT MIX ASPHALT 12.5 M 76 SURFACE COURSE 401060M	9,000.00	T	85.00	765,000.00
0036	HOT MIX ASPHALT 19 M 64 INTERMEDIATE COURSE 401084M	4,500.00	T	63.50	285,750.00
0037	HOT MIX ASPHALT 25 M 64 BASE COURSE 401099M	5,000.00	T	75.00	375,000.00
0038	CORE SAMPLES, HOT MIX ASPHALT 401108M	25.00	U	100.00	2,500.00
0039	HMA PATCH 159138M	200.00	T	200.00	40,000.00
0040	MILLING 2" AVERAGE DEPTH (UNDER 2000 S.Y.) MMR008M	10,000.00	SY	5.00	50,000.00
0041	MILLING 2" AVERAGE DEPTH (2001 TO 8000 S.Y.) MMR009M	12,000.00	SY	4.00	48,000.00

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LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0042	MILLING 2" AVERAGE DEPTH (OVER 8000 S.Y.) MMR010M	35,000.00	SY	2.75	96,250.00
0043	MICROMILLING MMR087M	50,000.00	SY	1.00	50,000.00
0044	SAWCUTTING MMR088M	500.00	LF	5.00	2,500.00
0045	PREPARATION OF ROADBED MMR089M	5,000.00	SY	1.50	7,500.00
0046	15" CORRUGATED METAL PIPE 601086P	200.00	LF	50.00	10,000.00
0047	24" CORRUGATED METAL PIPE 601092P	100.00	LF	50.00	5,000.00
0048	15" REINFORCED CONCRETE PIPE 601122P	200.00	LF	90.00	18,000.00
0049	24" REINFORCED CONCRETE PIPE 601128P	100.00	LF	90.00	9,000.00
0050	15" CORRUGATED METAL END SECTION 601334M	2.00	U	300.00	600.00
0051	24" CORRUGATED METAL END SECTION 601340M	2.00	U	300.00	600.00
0052	15" REINFORCED CONCRETE END SECTION 601370M	2.00	U	450.00	900.00
0053	24" REINFORCED CONCRETE END SECTION 601376M	2.00	U	450.00	900.00
0054	UNDERDRAIN, TYPE F 601416P	100.00	LF	35.00	3,500.00
0055	16" DUCTILE IRON PIPE 601680M	200.00	LF	85.00	17,000.00
0056	INLET, TYPE A 602009M	5.00	U	1,500.00	7,500.00

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LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0057	INLET, TYPE B 602012M	5.00	U	2,500.00	12,500.00
0058	INLET, TYPE E 602018M	5.00	U	2,200.00	11,000.00
0059	MANHOLE, 5' DIAMETER 602057M	3.00	U	1,850.00	5,550.00
0060	INLET CONVERTED TO MANHOLE 602096M	10.00	U	1,400.00	14,000.00
0061	RESET EXISTING CASTING 602099M	10.00	U	350.00	3,500.00
0062	RECONSTRUCTED INLET, TYPE A, USING EXISTING CASTING 602120M	4.00	U	600.00	2,400.00
0063	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING 602123M	4.00	U	700.00	2,800.00
0064	RECONSTRUCTED INLET, TYPE E, USING EXISTING CASTING 602129M	4.00	U	700.00	2,800.00
0065	RECONSTRUCTED INLET, TYPE A, USING NEW CASTING 602150M	4.00	U	1,000.00	4,000.00
0066	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING 602153M	4.00	U	1,300.00	5,200.00
0067	RECONSTRUCTED INLET, TYPE E, USING NEW CASTING 602159M	4.00	U	1,300.00	5,200.00
0068	RECONSTRUCTED MANHOLE, USING EXISTING CASTING 602180M	3.00	U	200.00	600.00

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LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0069	RECONSTRUCTED MANHOLE, USING NEW CASTING 602183M	3.00	U	500.00	1,500.00
0070	EXTENSION FRAME FOR EXISTING INLET, TYPE A 602186M	10.00	U	270.00	2,700.00
0071	EXTENSION RING FOR EXISTING MANHOLE, 5' DIAMETER 602201M	10.00	U	215.00	2,150.00
0072	BICYCLE SAFE GRATE 602210M	10.00	U	362.00	3,620.00
0073	CURB PIECE 602213M	10.00	U	340.00	3,400.00
0074	CONCRETE SIDEWALK, 4" THICK 606012P	300.00	SY	80.00	24,000.00
0075	CONCRETE SIDEWALK, REINFORCED, 6" THICK 606024P	100.00	SY	86.00	8,600.00
0076	CONCRETE SIDEWALK, REINFORCED, 8" THICK 606027P	100.00	SY	92.00	9,200.00
0077	HOT MIX ASPHALT DRIVEWAY, 6" THICK 606039P	25.00	SY	45.00	1,125.00
0078	HOT MIX ASPHALT DRIVEWAY, VARIABLE THICKNESS 606042P	25.00	SY	45.00	1,125.00
0079	DETECTABLE WARNING SURFACE 606084P	20.00	SY	300.00	6,000.00
0080	9" X 16" CONCRETE VERTICAL CURB 607018P	1,000.00	LF	37.00	37,000.00
0081	RUMBLE STRIP 610033M	10,000.00	LF	0.75	7,500.00
0082	TEMPORARY TRAFFIC STRIPES, 4" 159126M	20,000.00	LF	0.31	6,200.00

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LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0083	TEMPORARY PAVEMENT MARKERS 159135M	500.00	U	2.00	1,000.00
0084	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" 610003M	14,000.00	LF	0.42	5,880.00
0085	TRAFFIC MARKINGS, THERMOPLASTIC 610009M	100.00	SF	6.30	630.00
0086	REMOVAL OF TRAFFIC STRIPES, LINES EPOXY RESIN MMR066M	1,000.00	LF	1.05	1,050.00
0087	REMOVAL OF TRAFFIC MARKINGS, LINES MMR067M	1,000.00	LF	1.05	1,050.00
0088	REMOVAL OF TRAFFIC MARKINGS, SYMBOLS THERMOPLASTIC MMR068M	1,000.00	SF	2.10	2,100.00
0089	TRAFFIC MARKINGS, LINES, THERMOPLASTIC MMR081M	10,000.00	LF	0.63	6,300.00
0090	RPM, MONO-DIRECTIONAL, WHITE LENS 610012M	200.00	U	31.50	6,300.00
0091	RPM, MONO-DIRECTIONAL, AMBER LENS 610018M	200.00	U	31.50	6,300.00
0092	RPM, BI-DIRECTIONAL, AMBER LENS 610021M	200.00	U	31.50	6,300.00
0093	TOPSOILING, 4" THICK 804006P	2,500.00	SY	4.00	10,000.00
0094	TURF REPAIR STRIP 805003M	500.00	LF	2.00	1,000.00
0095	FERTILIZING AND SEEDING, TYPE A 806003P	2,500.00	SY	1.00	2,500.00
0096	STRAW MULCHING 809003M	2,500.00	SY	1.00	2,500.00

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LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0097	RIP RAP STONE SLOPE PROTECTION, 12" THICK (D50=6") 603017P	100.00	SY	45.00	4,500.00
0098	RETROFIT COVER PLATE FOR INLET CURB PIECE MMD042M	10.00	U	264.00	2,640.00
TOTAL SECTION 0001 ROADWAY					3,601,795.00
TOTAL PRICE					3,601,795.00
(THIS SPACE FOR DEPARTMENT USE ONLY)					
EXTENSIONS AND ADDITIONS OF ITEMS IN THIS PROPOSAL HAVE BEEN VERIFIED. ERRORS, IF ANY, HAVE BEEN IDENTIFIED AND CORRECTED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS.					
 EXAMINER BUREAU OF CONSTRUCTION SERVICES, NJDOT					

NOTE: THE TOTAL PRICE, AS CORRECTLY DETERMINED FROM THE ESTIMATED QUANTITIES LISTED AND THE PRICES PER UNIT OF MEASURE BID RESPECTIVELY THEREFORE, WILL BE CONSIDERED TO BE THE AMOUNT BID FOR THE PROJECT, AND THE CORRECT TOTAL PRICE WILL CONTROL IN AWARDING THE CONTRACT AS PROVIDED IN SECTION 103 OF THE SPECIFICATIONS.

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

I. AFFIRMATIVE ACTION

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

I. THIS SECTION IS DELETED FOR WHOLLY STATE FUNDED PROJECTS.

III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT

BY OTHERS

THAT THIS PROPOSAL HAS BEEN EXECUTED WITH FULL AUTHORITY TO DO SO; THAT SAID BIDDER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE, COMPETITIVE BIDDING IN CONNECTION WITH THE ABOVE NAMED PROJECT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE STATE OF NEW JERSEY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDDING THE CONTRACT FOR THE SAID PROJECT.

THE BIDDER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE SUCH CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY THE BIDDER. (N.J.S.A.52:34-15)

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IV. THIS SECTION IS DELETED FOR WHOLLY STATE FUNDED PROJECTS.

V. THIS SECTION IS RESERVED.

VI. SMALL BUSINESS ENTERPRISE REGISTRATION

THAT HE SHALL MEET THE REQUIREMENTS OF THE SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT SMALL BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

VII. DEBARMENT

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY.

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGEMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

SHALL INSERT THIS CERTIFICATION IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY IN TURN BE MADE.

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

NA

NA

NA

NA

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BIDDER'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CARE FULLY EXAMINED THE ADVERTISEMENT, SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED MAINTENANCE RESURFACING CONTRACT NO. 515 D

BY SUBMITTING THIS BID, THE BIDDER CERTIFIES AND REPRESENTS THAT ITS BID, UPDATED FINANCIAL STATEMENT(S), CERTIFICATIONS AS TO PL2005, CHAP. 51, EXECUTIVE ORDER NO.117 (2008)/BUSINESS REGISTRATION/PWCR AND PROPOSAL BOND HAVE BEEN DIGITALLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER.

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STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 0 through 0 inclusive, containing information for the above referenced Project. This acknowledgement is made by the Bidder, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

Further, I understand that by selecting yes, that I have applied all amendments, if any, for the above referenced project. YES

FAILURE TO APPLY THE AMENDEMENTS OR ACKNOWLEDGE THE ADDENDA WILL RESULT IN A MATERIAL DEFECT IN THE BID AND THE BID WILL BE REJECTED.

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VIII. PUBLIC LAW 2005, CHAPTER 51

I HAVE READ THE PROVISIONS OF AND THE BIDDER, INCLUDING ALL JOINT VENTURE CONTRACTORS IF APPLICABLE, IS/ARE IN COMPLIANCE WITH PL2005, CHAP. 51 (FORMERLY EO # 134). Yes

THAT COMMENCING WITH CONTRIBUTIONS MADE ON AND AFTER OCTOBER 15, 2004, THE BIDDER HAS NOT SOLICITED OR MADE ANY CONTRIBUTION OF MONEY, PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS, AS SET FORTH BELOW THAT WOULD BAR THE AWARD OF A CONTRACT TO THE BIDDER PURSUANT TO THE TERMS OF PUBLIC LAW 2005, CHAPTER 51.

- (A) WITHIN THE 18 MONTHS IMMEDIATELY PRECEDING THE SOLICITATION, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
 - (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF CANDIDATE FOR OR CURRENT HOLDER OF THE PUBLIC OFFICE OF GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE.
- (B) DURING THE TERM OF OFFICE OF THE CURRENT GOVERNOR, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
 - (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE NOMINATING SUCH GOVERNOR IN THE ELECTION PRECEDING THE COMMENCEMENT OF SAID GOVERNOR'S TERM.
- (C) WITHIN THE 18 MONTHS IMMEDIATELY PRECEDING THE LAST DAY OF THE TERM OF OFFICE OF THE GOVERNOR, THE BIDDER HAS NOT MADE A CONTRIBUTION TO:
 - (I) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR; OR
 - (II) ANY STATE OR COUNTY POLITICAL PARTY COMMITTEE OF THE POLITICAL PARTY NOMINATING SUCH GOVERNOR IN THE LAST GUBERNATORIAL ELECTION PRECEDING THE ELECTION. IN THE EVENT SUCH A CONTRIBUTION HAS BEEN MADE, THE BIDDER WILL BE BARRED FROM RECEIVING THE AWARD OF A CONTRACT THROUGHOUT THE REMAINING TERM OF THE CURRENT GOVERNOR AND THE FULL TERM OF THE NEXT GOVERNOR.

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THE BIDDER FURTHER WARRANTS THAT IF THE BIDDER IS AWARDED A CONTRACT PURSUANT TO THE SOLICITATION FOR THIS BID PROPOSAL, THE BIDDER WILL, ON A CONTINUING BASIS, CONTINUE TO REPORT ANY CONTRIBUTIONS IT MAKES DURING THE TERM OF THE CONTRACT AND ANY EXTENSION(S) THEREOF.

"CONTRIBUTION" - MEANS A CONTRIBUTION REPORTABLE BY THE RECIPIENT UNDER THE "NEW JERSEY CAMPAIGN CONTRIBUTIONS AND EXPENDITURES REPORTING ACT," P.L. 173, C.83 (C.19:44A-1 ET SEQ.), AND IMPLEMENTING REGULATIONS SET FORTH AT N.J.A.C. 19-25-7 AND N.J.A.C. 19:25-10.1 ET SEQ. CURRENTLY, CONTRIBUTIONS IN AN AMOUNT IN EXCESS OF \$400 DURING A REPORTING PERIOD ARE DEEMED "REPORTABLE" UNDER THESE LAWS. AS OF JANUARY 1, 2005, THAT THRESHOLD WILL BE REDUCED TO CONTRIBUTIONS IN EXCESS OF \$300.

IX. NEW "PAY-TO-PLAY" RESTRICTIONS - EO 117

IMPORTANT NOTICE

NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

GOVERNOR JON S. CORZINE RECENTLY SIGNED EXECUTIVE ORDER NO. 117, WHICH IS DESIGNED TO ENHANCE NEW JERSEY'S EFFORTS TO PROTECT THE INTEGRITY OF GOVERNMENT CONTRACTUAL DECISIONS AND INCREASE THE PUBLIC'S CONFIDENCE IN GOVERNMENT. THE EXECUTIVE ORDER BUILDS ON THE PROVISIONS OF P.L. 2005, C. 51 ("CHAPTER 51"), WHICH LIMITS CONTRIBUTIONS TO CERTAIN POLITICAL CANDIDATES AND COMMITTEES BY FOR-PROFIT BUSINESS ENTITIES THAT ARE, OR SEEK TO BECOME, STATE GOVERNMENT VENDORS.

EXECUTIVE ORDER NO. 117 EXTENDS THE PROVISIONS OF CHAPTER 51 IN TWO WAYS:

1. THE DEFINITION OF "BUSINESS ENTITY" IS REVISED AND EXPANDED SO THAT CONTRIBUTIONS BY THE FOLLOWING INDIVIDUALS ALSO ARE CONSIDERED CONTRIBUTIONS ATTRIBUTABLE TO THE BUSINESS ENTITY:
 - OFFICERS OF CORPORATIONS AND PROFESSIONAL SERVICES CORPORATIONS, WITH THE TERM "OFFICER" BEING DEFINED IN THE SAME MANNER AS IN THE REGULATIONS OF THE ELECTION LAW ENFORCEMENT COMMISSION REGARDING VENDOR DISCLOSURE REQUIREMENTS (N.J.A.C. 19:25-26.1), WITH THE EXCEPTION OF OFFICERS OF NON-PROFIT ENTITIES;
 - PARTNERS OF GENERAL PARTNERSHIPS, LIMITED PARTNERSHIPS, AND LIMITED LIABILITY PARTNERSHIPS AND MEMBERS OF LIMITED LIABILITY COMPANIES (LLCS), WITH THE TERM "PARTNER" BEING DEFINED IN THE SAME MANNER AS IN THE REGULATIONS OF THE ELECTION LAW ENFORCEMENT COMMISSION REGARDING VENDOR DISCLOSURE REQUIREMENTS (N.J.A.C. 19:25-26.1); AND

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- SPOUSES, CIVIL UNION PARTNERS, AND RESIDENT CHILDREN OF OFFICERS, PARTNERS, LLC MEMBERS AND PERSONS OWNING OR CONTROLLING 10% OR MORE OF A CORPORATION'S STOCK ARE INCLUDED WITHIN THE NEW DEFINITION, EXCEPT FOR CONTRIBUTIONS BY SPOUSES, CIVIL UNION PARTNERS, OR RESIDENT CHILDREN TO A CANDIDATE FOR WHOM THE CONTRIBUTOR IS ELIGIBLE TO VOTE OR TO A POLITICAL PARTY COMMITTEE WITHIN WHOSE JURISDICTION THE CONTRIBUTOR RESIDES.
2. REPORTABLE CONTRIBUTIONS (THOSE OVER \$300.00 IN THE AGGREGATE) TO LEGISLATIVE LEADERSHIP COMMITTEES, MUNICIPAL POLITICAL PARTY COMMITTEES, AND CANDIDATE COMMITTEES OR ELECTION FUNDS FOR LIEUTENANT GOVERNOR ARE DISQUALIFYING CONTRIBUTIONS IN THE SAME MANNER AS REPORTABLE CONTRIBUTIONS TO STATE AND COUNTY POLITICAL PARTY COMMITTEES AND CANDIDATE COMMITTEES OR ELECTION FUNDS FOR GOVERNOR HAVE BEEN DISQUALIFYING CONTRIBUTIONS UNDER CHAPTER 51.

EXECUTIVE ORDER NO. 117 APPLIES ONLY TO CONTRIBUTIONS MADE ON OR AFTER NOVEMBER 15, 2008, AND TO CONTRACTS EXECUTED ON OR AFTER NOVEMBER 15, 2008.

UPDATED FORMS AND MATERIALS ARE CURRENTLY BEING DEVELOPED AND WILL BE MADE AVAILABLE ON THE WEBSITE AS SOON AS THEY ARE AVAILABLE. IN THE MEANTIME, BEGINNING NOVEMBER 15, 2008, PROSPECTIVE VENDORS WILL BE REQUIRED TO SUBMIT, IN ADDITION TO THE CURRENTLY REQUIRED CHAPTER 51 AND CHAPTER 271 FORMS, THE ATTACHED CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER NO. 117.

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CERTIFICATION ON BEHALF OF A COMPANY, JOINT VENTURE, TRYVENTURE PARTNERSHIP ORGANIZATION AS APPLICABLE AND ALL INDIVIDUALS WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO. 117 (2008)

*** YOU MUST SELECT YES IF THIS BID IS BEING SUBMITTED ON BEHALF OF A COMPANY, PARTNERSHIP, OR ORGANIZATION. Yes ***

I HEREBY CERTIFY AS FOLLOWS:

ON OR AFTER NOVEMBER 15, 2008, NEITHER THE BELOW-NAMED ENTITY NOR ANY INDIVIDUAL WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO. 117 (2008) HAS SOLICITED OR MADE ANY REPORTABLE CONTRIBUTION OF MONEY OR PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS OR COMPANY OR ORGANIZATION CONTRIBUTIONS, TO THE FOLLOWING:

- A) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR;
- B) A STATE POLITICAL PARTY COMMITTEE;
- C) A LEGISLATIVE LEADERSHIP COMMITTEE;

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- D) A COUNTY POLITICAL PARTY COMMITTEE; OR
- E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

I CERTIFY AS AN OFFICER OR AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ORGANIZATION IDENTIFIED BELOW THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FOREGOING STATEMENTS BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

TITLE: President

Yes THE COMPANY, PARTNERSHIP OR ORGANIZATION IS THE VENDOR.

No THE COMPANY, PARTNERSHIP OR ORGANIZATION IS A PRINCIPAL (MORE THAN 10% OWNERSHIP OR CONTROL) OF THE VENDOR, A SUBSIDIARY CONTROLLED BY THE VENDOR, OR A POLITICAL ORGANIZATION (E.G., PAC) CONTROLLED BY THE VENDOR.

*PLEASE NOTE THAT IF THE PERSON SIGNING THIS CERTIFICATION IS NOT SIGNING ON BEHALF OF ALL INDIVIDUALS WHOSE CONTRIBUTIONS ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO EXECUTIVE ORDER NO. 117 (2008), EACH OF THOSE INDIVIDUALS WILL BE REQUIRED TO SUBMIT A SEPARATE INDIVIDUAL CERTIFICATION, AS FOLLOWS

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INDIVIDUAL CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER NO. 117 (2008)

*** YOU MUST SELECT YES IF THIS BID IS BEING SUBMITTED ON BEHALF OF AN INDIVIDUAL. No ***

I HEREBY CERTIFY AS FOLLOWS:

ON OR AFTER NOVEMBER 15, 2008, I HAVE NOT SOLICITED OR MADE ANY REPORTABLE CONTRIBUTION OF MONEY OR PLEDGE OF CONTRIBUTION, INCLUDING IN-KIND CONTRIBUTIONS OR COMPANY OR ORGANIZATION CONTRIBUTIONS, TO THE FOLLOWING:

- A) ANY CANDIDATE COMMITTEE AND/OR ELECTION FUND OF THE GOVERNOR;
- B) A STATE POLITICAL PARTY COMMITTEE;
- C) A LEGISLATIVE LEADERSHIP COMMITTEE;
- D) A COUNTY POLITICAL PARTY COMMITTEE; OR
- E) A MUNICIPAL POLITICAL PARTY COMMITTEE.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING STATEMENTS BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

NAME: Schifano Construction Corp. by Dale Schi

PROJECT: Maintenance Resurfacing Contract No 515

DATE: 9/9/11

BID AMOUNT: 3,601,795.00

FORM "A"

SCHEDULE OF SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

NAME OF SBE CONTRACTOR	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, ETC.) & CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	PROJECTED COMMENCEMENT & COMPLETION DATE FOR WORK	ACTUAL DOLLAR AMOUNT OF SUB-CONTRACT WORK
CATEGORY 4				
Traffic Lines	5100 Asbury Road Farmingdale, NY	Line Stripping Item # 80 82-90	1-1-12 to 12-31-12	\$ 39,000.00
Construction Computing Solutions, Inc.	40 Orchard Ct. Brick, NJ 08724	Computers Item # 3		\$ 107,18.28
Garden State Asphalt	100 Billy Road Hackettstown, NJ	Tack Coat Item # 30, 31	1-1-12 to 12-31-12	\$ 104,00.00
CATEGORY 5				
Jer-Car, Inc.	41 Como Drive Somerset, NJ 08873	Hauling		\$ 11,800.00
W R Burnett Inc.	195 New Road Mannmouth Junction, NJ	Hauling		\$ 22,950.00
TCM Sweeping	511. Neck Road Burlington, NJ 08016	Sweeping		\$ 13,500.00

CATEGORIES:

CATEGORY 4: HAVING GROSS REVENUES THAT DO NOT EXCEED \$1 MILLION

CATEGORY 5: HAVING GROSS REVENUES EXCEEDING \$1 MILLION

Schifano Construction Corp.
BIDDER - PRINT NAME
Dale Schifano
LIAISON OFFICER

732-356-4140
TELEPHONE NUMBER

STATE ATTACHMENT

JANUARY 2006



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

September 28, 2011

Dale Schifano, President
Schifano Construction Corporation
1 Smalley Avenue
Middlesex, NJ 08846

**RE: Maintenance Resurfacing Contract No. 515
Various locations Statewide
DP No: 11441**

Dear Mr. Schifano:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Resurfacing Contract No. 515, Various Locations Statewide** to your firm on **September 27, 2011**. The Contract amount is **\$3,601,795.00**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is signed by the Commissioner. **A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. AN ACCEPTABLE CORPORATE RESOLUTION TEMPLATE IS ATTACHED FOR YOUR USE. USING THIS TEMPLATE WILL AVOID DELAYS ENCOUNTERED DURING CONTRACT EXECUTION.**

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Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"), and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power. Re-insurance treaties will not be accepted on Department projects.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003.**

FOR 100% STATE FUNDED PROJECTS ONLY, your firm must be in compliance with Public Law 2005, Chapter 51 Contractor Certification and Disclosure of Political Contributions (formerly Executive Order #134) and Executive Order # 117, effective November 15, 2008 prior to the Contract being executed by the Commissioner. You must complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the Department. Instructions for completing these forms are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. IGNORE THIS REQUIREMENT FOR FEDERALLY FUNDED PROJECTS.

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS OF THE DATE OF THE AWARD**. If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The attached N.J.D.O.T. Insurance Certificate must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference.**

Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference.**

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,
Re: Initial Project Workforce Report - Construction, FORM AA-201

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et.seq., N.J.A.C.17:27), please submit your **Initial Project Workforce Report - Construction, Form AA-201** directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.


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

Please complete and submit Form AA-201 as follows:

<u>FIRST (2) Copies to:</u>	<u>(3rd) Copy - (Marked Public Agency) to:</u>
New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

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

Very truly yours,


Anthony Genovese
Director
Division of Procurement

AG/eh

cc: K Abbott, A. Rossi, A. Miro, C. Brown, A. Rana, A. Balluch, Primavera, CPM,
J. Berzok, A. Genovese, K. Desai, R. May, Q. Viernes, R. Maruca, D. Shumaker,
R. Sterns, H. Bhanderi, B. Flesch, E. Myzie, V. Brown, D. Thorn, K. Pethak, A. Tunnard,
E. D. Lambert III, R. M. Shaw, C. Conrad, M. Armstrong,

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

Authorized Signature 

Print Name: Dale Schifano

Title: President

CONTRACT

THIS AGREEMENT made this 14th day of October, in the year two thousand eleven, between the Department of Transportation of the State of New Jersey, herein after referred to as the Department, and Schifano Construction Corporation with a principal office location at 1 Smalley Avenue Middlesex, NJ 08846 herein after referred to as the Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Department, hereby covenants and agrees to furnish and deliver all the materials, to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement of

Maintenance Resurfacing Contract No. 515, Various Locations Statewide, 100% State
PE No: 2621623, CE No: 2621624 DP No: 11441

in strict and entire conformity with the plans on file at the office of the Department in Trenton and with the specifications of the New Jersey Department of Transportation as amended by the Supplementary Specifications applying to this particular work, which were duly approved by the State Commissioner of Transportation under the power and authority vested in the Department under Chapter 301, Laws of 1966, approved December 12, 1966 (27:1A-1, et seq.), and which said plans and specifications are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the covenants contained herein the Department hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of three million, six hundred one thousand, seven hundred ninety-five dollars and zero cents (\$3,601,795.00).

OVER

Schifano Construction Corporation
Maintenance Resurfacing Contract No. 515
Various Locations Statewide
DP No: 11441

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

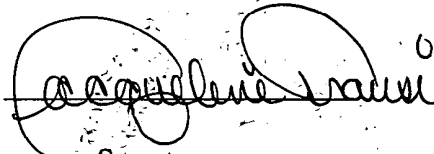
Department of Transportation
of the State of New Jersey

Eli D. Farhat

State Transportation Engineer

Date: 10/14/11

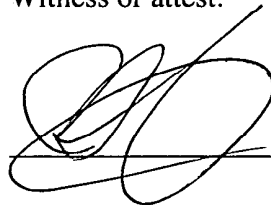
Witness, Attest, Affix Seal:

by 
Secretary

New Jersey Department of Transportation

Date: October 14, 2011

Witness or attest:

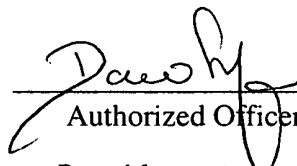


Secretary

Philip S. Schifano, Secretary

(Also print or type name)

Schifano Construction Corporation

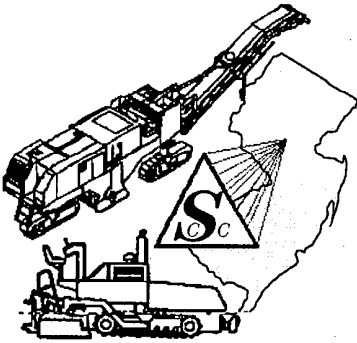

Authorized Officer
President

Title of Officer

Dale Schifano

(Also print or type name)

AFFIX SEAL IF A CORPORATION



SCHIFANO CONSTRUCTION CORP.

One Smalley Avenue ▲ P.O. Box 288
Middlesex, New Jersey 08846
732-356-4140 ▲ Fax 732-752-3473

CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that Dale Schifano – President, John Schifano – Vice President, Paul Schifano – Treasurer, Philip S. Schifano – Secretary of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by the New Jersey Department of Transportation, specifically Maintenance Resurfacing Contract No 515, Various Locations, Statewide DP No. 11441

I, Philip S. Schifano, Secretary of a Corporation of New Jersey CERTIFY that this a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on 9/29/11, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATE: 9/29/11

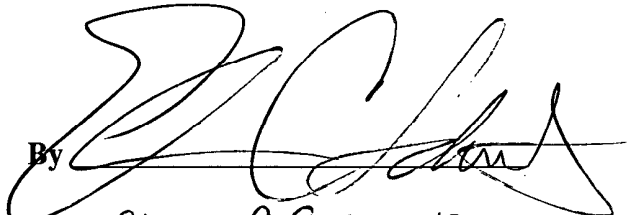
Philip S. Schifano – Secretary

Maintenance Resurfacing Contract No. 515,
Various Locations, Statewide
DP Number: 11441

OFFICE OF THE ATTORNEY GENERAL

The foregoing contract and bonds has been reviewed and approved as to form.

Paula T. Dow
Attorney General of New Jersey

By 
Name: Elaine C Schwartz

Deputy Attorney General

Date 10/13/11