



**New Jersey Department of Transportation**

16-Mar-2013

**Contract: 11404**

Page 1 of 3

**Change Order: 004**

Approved

DC-173

**Contract Details**

|                                 |                               |                        |                 |
|---------------------------------|-------------------------------|------------------------|-----------------|
| <b>Route:</b>                   | <b>Contractor:</b>            | <b>Funding:</b>        | 100% State      |
| <b>Section:</b>                 | IEW CONSTR GP, INC            | <b>Fed Project#:</b>   | 100 % STATE     |
| <b>Region:</b> HQ               | 75 SCULPTORS WAY P O 8008     | <b>State Project#:</b> | 2621583         |
|                                 | TRENTON, NJ 08619             |                        |                 |
| <b>Project:</b> 11404           |                               |                        |                 |
| <b>Description:</b>             |                               | <b>Road</b>            | <b>Bridge</b>   |
| MAINT. TIMBER/UNDERWATER        | <b>Original Contract Amt:</b> | \$0.00                 | \$5,323,383.92  |
| STRUCTURAL REPAIR CONT.         | <b>Current Contract Amt:</b>  | \$0.00                 | \$25,323,383.92 |
| DP NO.: 11404. VARIOUS SITES IN |                               |                        | <b>Total</b>    |
| REGION NORTH.                   |                               |                        | \$5,323,383.92  |
|                                 |                               |                        | \$25,323,383.92 |

**Change Order Summary**

|                    |             |                 |                 |   |          |
|--------------------|-------------|-----------------|-----------------|---|----------|
|                    | <b>Road</b> | <b>Bridge</b>   | <b>Total</b>    | <b>Extensions This Change Order:</b>                  | 0        |
| <b>Extra Work:</b> | \$0.00      | \$10,500,000.00 | \$10,500,000.00 | <b>Original Completion Date:</b>                      | 12/31/12 |
| <b>Increases:</b>  | \$0.00      | \$0.00          | \$0.00          | <b>Approved Extensions (All Change Orders):</b>       | 151      |
| <b>Decreases:</b>  | \$0.00      | \$0.00          | \$0.00          | <b>Approved Adjusted Compl Date:</b>                  | 5/31/13  |
|                    |             |                 |                 | <b>Extensions Not Yet Approved This Change Order:</b> | 0        |

**Change Order Approvals**

| Approval Level | Approval Group                  | Designee         | Date Approved |
|----------------|---------------------------------|------------------|---------------|
| 1              | Contractor Proxy                | Abbott, Mark     | 11/14/2012    |
| 2              | Resident Engineer               | Abbott, Mark     | 11/14/2012    |
| 3              | Field Manager                   | Greene, Madaline | 11/14/2012    |
| 4              | Regional Cst Eng/Maint. Manager | Ghorbani, Ahmad  | 11/15/2012    |

|                              |                             |                                     |
|------------------------------|-----------------------------|-------------------------------------|
| <b>ACCEPTED:</b>             | <b>RESERVED FOR F.H.W.A</b> | <b>APPROVED:</b>                    |
| CONTR'S AUTHORIZED SIGNATURE |                             | REGIONAL CONSTRUCTION ENGINEER DATE |
| NAME: _____                  |                             | ALTERNATE PROCEDURES PROJEC _____   |
| TITLE: _____                 |                             | FULL _____ PARTIAL _____            |
| PROTESTED BY LETTER _____    |                             | FEDERAL PARTICIPATION               |
|                              |                             | 100% STATE _____                    |

|                        |                               |
|------------------------|-------------------------------|
| <b>REVIEWED:</b> _____ | <b>FUNDS CERTIFIED:</b> _____ |
| CONTRACTS PAYABLE DATE | DIRECTOR OF ACCOUNTING DATE   |



**New Jersey Department of Transportation**

**Contract: 11404**  
**Change Order: 004**      **Approved**

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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. Since there are no items in the Contract to pay for this work, it is proposed to establish the following items and estimated Force Account budget:

|  |                          |
|--|--------------------------|
| Item No. 9002 Force Account, Sandy FHWA Emergency Repair | \$1,500,000.00           |
| Item No. 9003 Force Account, Sandy FHWA Permanent Repair | \$3,500,000.00           |
|  | SUBTOTAL: \$5,000,000.00 |
| Item No. 9001 Force Account, Sandy FEMA Debris Removal   | \$5,500,000.00           |
|  | TOTAL: \$10,500,000.00   |

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

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Contract: 11404

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Change Order: 004

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Extra Work

Category: 0001 - Bridge

| Line# | Item#/Description                                     | Qty          | Unit | Unit Price        | Amount          |
|-------|---|--------------|------|-------------------|-----------------|
| 9001  | MMB091M - FORCE ACCOUNT LABOR,<br>EQUIPMENT & MATERIA | 5,500,000.00 | DOLL | \$1.00            | \$5,500,000.00  |
| 9002  | MMB091M - FORCE ACCOUNT LABOR,<br>EQUIPMENT & MATERIA | 1,500,000.00 | DOLL | \$1.00            | \$1,500,000.00  |
| 9003  | MMB091M - FORCE ACCOUNT LABOR,<br>EQUIPMENT & MATERIA | 3,500,000.00 | DOLL | \$1.00            | \$3,500,000.00  |
|       |   |              |      | <b>Sub-total:</b> | \$10,500,000.00 |

**Change Order Total:** \$10,500,000.00



New Jersey Department of Transportation

15-Dec-2012

Contract: 11404

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Change Order: 005

Approved

DC-173

SANDY

copy

Contract Details

|            |                           |                           |
|------------|---------------------------|---------------------------|
| Route:     | Contractor:               | Funding:                  |
| Section:   | IEW CONSTR GP, INC        | 100% State                |
| Region: HQ | 75 SCULPTORS WAY P O 8008 | Fed Project#: 100 % STATE |
|            | TRENTON, NJ 08619         | State Project#: 2621583   |

|                                 |                        |        |                 |
|---------------------------------|------------------------|--------|-----------------|
| Project: 11404                  | Road                   | Bridge | Total           |
| Description:                    | Original Contract Amt: | \$0.00 | \$5,323,383.92  |
| MAINT. TIMBER/UNDERWATER        | Current Contract Amt:  | \$0.00 | \$21,823,383.92 |
| STRUCTURAL REPAIR CONT.         |                        |        |                 |
| DP NO.: 11404. VARIOUS SITES IN |                        |        |                 |
| REGION NORTH.                   |                        |        |                 |

Change Order Summary

|             | Road   | Bridge         | Total          |  |
|-------------|--------|----------------|----------------|--|
| Extra Work: | \$0.00 | \$2,500,000.00 | \$2,500,000.00 | Extensions This Change Order: 59                 |
| 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): 59      |
|             |        |                |                | Approved Adjusted Compl Date: 2/28/13            |
|             |        |                |                | Extensions Not Yet Approved This Change Order: 0 |

Change Order Approvals

| Approval Level | Approval Group                  | Designee         | Date Approved |
|----------------|---------------------------------|------------------|---------------|
| 1              | Contractor Proxy                | Abbott, Mark     | 12/12/2012    |
| 2              | Resident Engineer               | Abbott, Mark     | 12/12/2012    |
| 3              | Field Manager                   | Greene, Madaline | 12/14/2012    |
| 4              | Regional Cst Eng/Maint. Manager | Ghorbani, Ahmad  | 12/15/2012    |

|  |                      |   |
|--|----------------------|---|
| ACCEPTED:<br><br>CONTR'S AUTHORIZED SIGNATURE<br>NAME: <u>Robert Tambellini</u><br>TITLE: <u>VP</u><br>PROTESTED BY LETTER _____ | RESERVED FOR F.H.W.A | APPROVED:<br><br>REGIONAL CONSTRUCTION ENGINEER _____ DATE<br>ALTERNATE PROCEDURES PROJEC. _____<br>FULL _____ PARTIAL _____<br>FEDERAL PARTICIPATION<br><br>100% STATE _____ |
|--|----------------------|---|

|   |   |
|---|---|
| REVIEWED: _____<br>CONTRACTS PAYABLE DATE | FUNDS CERTIFIED: _____<br>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 RELATED WORK  
Location of Proposed Order: Route 37 Eastbound and Westbound Bridges over Barnegat Bay Str# 1508-150, 1508-154  
Nature and Reason of Change:

As directed by NJDOT Movable Bridge Engineering, HNTB and ECM Engineers performed an emergency underwater inspection on the Route 37 Eastbound and Westbound Bridges over Barnegat Bay following Hurricane Sandy. HNTB alerted NJDOT to some critical findings from their inspection requiring repair on an Emergency basis.

Parsons Brinckerhoff (PB) prepared an Emergency Design to have the scour deficiencies addressed. This Change Order is to fund these emergency scour repairs on the Route 37 Eastbound(MATHIS BRIDGE, STR#1508-150) & Westbound( STR# 1508-154) over Barnegat Bay.

It is proposed to establish the following items and estimated Force Account budgets in order to accurately track expenditures for hurricane related work.

Job No. 2205546, (FHWA) - NJ13(001)

- Item No. 9004-Diving Crew, Timber (MMB020M) \$405,267.84
  - Item No. 9005-Diving Crew (WD), Timber (MMB021M) \$27,639.36
  - Item No. 9006-Force Account Labor, Equipment & Material \$2,018,084.00
  - Item No. 9007-Repair Category "D", Timber (MMB010M) \$40,560.80
  - Item No. 9008-Repair Category "D"(WD), Timber (MMB010M) \$8,448.00
- Total: \$2,500,000.00

**Time Adjustments:**

THE PURPOSE OF THIS CHANGE ORDER IS TO PROVIDE FOR AN EXTENSION OF CONTRACT TIME FOR A PERIOD OF TWO (2) MONTHS, EXTENDING THE TIME OF COMPLETIONS TO FEBRUARY 12, 2013. AN EXTENSION OF TIME IS NECESSARY TO PERFORM AND TO COMPLETE EMERGENCY REPAIRS CAUSED BY HURRICANE SANDY.

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



New Jersey Department of Transportation

Contract: 11404

Change Order: 005

Approved

15-Dec-2012

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Extra Work

Category: 0001 - Bridge

| Line# | Item#/Description                                  | Qty          | Unit | Unit Price        | Amount                |
|-------|--|--------------|------|-------------------|-----------------------|
| 9006  | MMB091M - FORCE ACCOUNT LABOR, EQUIPMENT & MATERIA | 2,018,084.00 | DOLL | \$1.00            | \$2,018,084.00        |
| 9007  | MMB010M - REPAIR CATEGORY "D", TIMBER              | 140.00       | HOUR | \$289.72          | \$40,560.80           |
| 9004  | MMB020M - DIVING CREW, TIMBER                      | 864.00       | HOUR | \$469.06          | \$405,267.84          |
| 9005  | MMB021M - DIVING CREW (WD), TIMBER                 | 144.00       | HOUR | \$191.94          | \$27,639.36           |
| 9008  | MMB011M - REPAIR CATEGORY "D" (WD), TIMBER         | 32.00        | HOUR | \$264.00          | \$8,448.00            |
|       |  |              |      | <b>Sub-total:</b> | <b>\$2,500,000.00</b> |

Change Order Total: \$2,500,000.00

# CONTRACT AND BOND

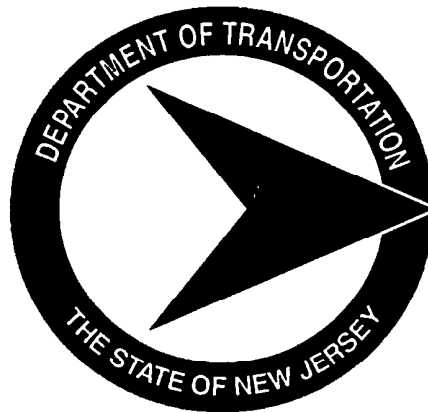
**CONTRACTOR: IEW CONSTRUCTION GROUP, INC.**

**PROJECT: Maintenance Timber/Underwater Structural Repair and Inspection Contract, North 2012, Various Locations –North Region, Bergen, Essex Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris Passaic, Somerset, Sussex, Union & Warren**

**CONTRACT NUMBER: North 2012**

**FEDERAL PROJECT NUMBER: 100% STATE**

**DP NUMBER: 11404**



## NEW JERSEY DEPARTMENT OF TRANSPORTATION

Mailing  
PO Box 600  
Trenton, NJ 08625-0600

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

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**Maintenance Timber/Underwater Structural Repair and Inspection  
Contract, North 2012, Various Locations –North Region, Bergen, Essex  
Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris  
Passaic, Somerset, Sussex, Union & Warren  
DP No: 11404**

Certificate of Award

Pages 1 to 45 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 Provisions 100% State Funded contracts, pages 1 to 8, dated December 2004.

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

Prevailing Wage Rates for Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren 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/lssc/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 7

Addendum No. 1 through 1 Inclusive with Acknowledgement

Public Law 2005, Chapter 51



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Award Letter with Acknowledgement

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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 Timber/Underwater Structural Repair and Inspection Contract, North 2012, Various Locations – North Region, Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union and Warren Counties; 100% State, PE No: 2621578, CE No: 2621583, DP No: 11404

**(A) DESIGNATION AND DESCRIPTION OF PROJECT**

**Maintenance Timber/Underwater Structural Repair and Inspection Contract, North 2012, Various Locations – North Region, Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, MonMouth, Morris, Passaic, Somerset, Sussex, Union and Warren Counties; 100% State, PE No: 2621578, CE No: 2621583, DP No: 11404**

**(B) CERTIFICATION AS TO PUBLICATION AND NOTICE**

In accordance with action taken on July 28, 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 01, 2011

|                                  |                                  |
|----------------------------------|----------------------------------|
| <u>Trenton Times</u>             | <u>8/11/11, 8/18/11, 8/25/11</u> |
| <u>The Record (Bergen)</u>       | <u>8/11/11, 8/18/11, 8/25/11</u> |
| <u>The MontclairTimes</u>        | <u>8/11/11, 8/18/11, 8/25/11</u> |
| <u>Hunterdon County Democrat</u> | <u>8/11/11, 8/18/11, 8/25/11</u> |
| <u>Observer-Tribune</u>          | <u>8/11/11, 8/18/11, 8/25/11</u> |

**(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 01, 2011  
After receipt, all bids were examined for acceptability and accuracy. All bids were corrected when required and ranked as follows:

| <b>CONTRACTOR</b>                       | <b>BID AMOUNT</b> |
|---|-------------------|
| (1)IEW CONSTRUCTION GROUP, INC. (I2943) | \$5,323,383.92    |
| TREVCON CONSTRUCTION CO., INC. (T7364)  | IRREGULAR         |

Examiner, Bureau of Construction Services:

Quintin Viernes  
Print Name

Senior Engineer  
Title

[Signature]  
Signature

**CERTIFICATE OF AWARD**

MEO

Project: Maintenance Timber/Underwater Structural Repair and Inspection Contract, North 2012, Various Locations – North Region, Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union and Warren Counties; 100% State, PE No: 2621578, CE No: 2621583, DP No: 11404

**(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.

Harish Bhandari 9/16/11  
Harish Bhandari, Manager  
Bureau of Maintenance Engineering & Operations

Andrew Tannard 9/23/2011  
Andrew Tannard – 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 Ross  
**ACTING** Anna Ross - 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 IEW CONSTRUCTION GROUP, INC. the lowest responsible bidder.

**Deputy** Eli D. Lambert, III 9/20/11  
Eli D. Lambert, III P.E., State Transportation Engineer Date  
K. PATEL

Richard M. Shaw 9/20/11  
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 20, 2011.  
Date

Jacqueline Trausi  
Jacqueline Trausi - Secretary, Department of Transportation

NJDOT  
Bureau of Construction Services 2/08/06  
Procurement Division

AFFIX SEAL

## SPECIAL PROVISIONS

### Maintenance Timber/Underwater Structural Repair and Inspection Contract, North 2012

**Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth,  
Morris, Passaic, Somerset, Sussex, Union & Warren Counties**

**DP No: 11404**

### 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 45 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](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 after Division 1000:

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 100% State Funded Contracts.
6. Executive Order 117 - New "Pay to Play" Restrictions to take effect November 15, 2008.

The Contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

## **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. **Sub-base:** 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.**

Mr. A. Ghorbani, Section Chief  
Bureau of Maintenance Engineering and Operations  
1035 Parkway Avenue, Trenton, New Jersey 08625  
Telephone: 609.530.3708

### **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.

### **102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**

THE FOLLOWING IS ADDED:

Due to the nature of this Contract, there are no plans only Special Provisions. All references within the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction and/or these Special Provisions to any site records, plans, sketches, drawings, conditions, utilities, lists of structures, etc., will not be provided for the Contractor's information. Any agreements shall be made by the Contractor on a site by site basis as required. Payment for agreements shall be made under Subsection 104.03.08 as designated herein.

## **SECTION 104 - SCOPE OF WORK**

### **104.01 INTENT.**

THE FOLLOWING IS ADDED:

Due to the nature of the Contract, no specific type or minimum amount of Work is guaranteed. The Work may be located at but not limited to the following locations within the State:

- Any bridge or other structure incorporated into the State Highway System.
- Any bridge or other structure not incorporated into the State Highway System.
- Any public or Department owned facility.

The Work may be of an emergency nature and therefore, the Contractor shall maintain and have available on four (4) hours notice, 24 hours a day during any day of the year, until the Contract reaches completion as set forth in Subsection 108.10 of these Special Provisions, the labor, tools, materials and equipment necessary to perform such Work as designated in these Special Provisions including all related work as required. The ability to begin Work on the emergency job site within four (4) hours notice is a material part of this Contract. For each hour the labor, tools, materials and equipment necessary to perform such Work are not provided the Department will assess damages in the amount of \$1000 per hour.

It is understood and agreed that all work is complete and any work necessary to construct an "Item" or such works that are incorporated in the "Construction" subsections within this Contract; the payments for those works are included in the Item for which the payment is being made. All items are complete and therefore, no specific payment will be made for any cost associated with maintaining the Contractor owned material, consumables, labor, tools, and equipment at a ready

**MAINTENANCE TIMBER/UNDERWATER STRUCTURAL  
REPAIR AND INSPECTION CONTRACT, NORTH - 2012**

status for the cost shall be deemed included in the prices bid for the various scheduled Pay Items. The Department will not pay for any Contractor owned material that is not used. The Contractor shall provide all necessary material other than those provided by the Department and shall provide required access and handling equipment to perform the work in a safe and workmanlike manner

If the Contractor does not own the equipment necessary to perform the emergency work or as required in the pay items of this Contract, the equipment must be available to the Contractor 24 hours a day during any day of the year by lease, etc. Documentation of availability for equipments not owned by the Contractor shall be provided to the Resident Engineer prior to the start of this Contract

In the event of an emergency call out, the minimum call out time will be eight (8) hours for all repair categories as directed or approved by the Resident Engineer. The mobilization at the Contractor's facility and travel time to the job site will be considered as part of the minimum eight (8) hour call out for only the first day or first eight (8) hours of an emergency call out. If an additional eight (8) hours (or shift) is required, or if the duration of the work is around the clock for more than one (1) day, then the Contractor will be paid for each specific repair category as designated elsewhere in these Special Provisions.

**Emergency Repairs:** The minimum call out time will be four (4) hours for an emergency call out. Payment will be made for a maximum of two (2) hours of travel time to the job site and will be considered as part of the minimum four (4) hour call out for the initial response day only. The Department will pay for each hour worked on-site if the emergency call-out requires less than eight (8) hours.

**Priority Repairs:** Site work time requirement for priority repairs is a minimum of eight (8) hours and no minimum call out time. The Contract covers a large area and the distance to each work site will vary greatly on a daily basis. No payment will be made for travel to and from job sites. On projects that require less than eight (8) hours on any consecutive day, the Department can move the Contractor's crew(s) to another site.

**In the event that the Contractor has insufficient materials or equipment available for the Work or any other reason not approved by the Resident Engineer, the Department reserves the right to cancel the Work and the Contractor will be paid the actual hours worked for each applicable Repair Category.**

The Resident Engineer has the authority to cancel the Work for the next days' Work due to anticipated inclement weather. The Resident Engineer prior to the close of business will provide verbal notification of cancellation on the day before the cancellation. **In the event that the Resident Engineer cancels the Work in the morning or the start of the Work at the job site due to inclement weather, the Contractor will be paid a minimum of two (2) hours show up time for each applicable Work category. In the event the Contractor Works over two (2) hours and the Resident Engineer cancels the Work due to inclement weather, the Contractor will be paid the actual number of hours worked for each applicable Repair category.**

The Resident Engineer has the authority to cancel or suspend operations for any equipment breakdowns that may delay the progress of the Work. If the work is cancelled or suspended, the Contractor will only be paid for the hours the

equipment remained operational for that day. The Contractor understands and agrees that any cancellations or suspensions by the Resident Engineer for equipment breakdowns shall not be the basis for any claim arising out of this Contract.

If the Contractor estimates a repair for a structure or structures and the estimate of said repair exceeds 50% of the bid price for this Contract, the Department may issue a separate Contract for said repairs, which will not reduce the total bid amount for this Contract.

The Department reserves the right to perform any Work within the limits of this Contract whenever the Department determines that doing so is in the public interest and/or is appropriate for safety reasons. The Contractor may be required to perform repair Work in conjunction with Department Forces and/or another Contractor. The authority to direct the Work to be performed and inspection of the on-site features of this Contract will be assigned to the Resident Engineer.

When working on movable structures, the Contractor's crewmembers shall report to the bridge tender in charge at the beginning of the day's work and must inform the bridge tender when they leave the site. A test opening if deemed necessary by the bridge tender shall be performed to ensure safe operation of the bridge before the Contractor leaves the site.

The Contractor shall provide a utility truck to the foreman of each category of work where indicated, which is to be brought to the designated work sites on daily basis and shall be equipped with all common tools of the trade and all required material needed for the assigned job. The cost of providing this truck with necessary tools and materials shall be included in the prices bid for the various pay items. The cost of all consumable materials required such as but not limited to rags, cleaning solvents, wipes, gloves, drill bits, welding rods, work boots; protective clothing, etc. shall be included in the prices bid for the various pay items.

The Contractor shall consider the distance of various work sites from his/her shop to calculate the anticipated travel time for the crew to report to the designated work site. This is important as the distance between the shop and each work site will vary greatly on a daily basis. If the Contractor's crew is required by the Contractor to assemble at their shop daily to pick up their utility truck or to take the utility truck to their residences so that they can report to the work site directly, then the Contractor shall compensate this crew for their travel time to the designated site to meet the eight (8) hours minimum site work time requirement with no additional payment by the Department.

#### **104.03 CHANGES TO THE CONTRACT**

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

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

**THIS ENTIRE SUBPART IS CHANGED TO:**

The estimated quantities set out in the Proposal form are presented solely for the purpose of obtaining a representative bid price, and are not intended to indicate the Department's anticipation as to the actual quantities. The Department has



the right to increase or decrease quantities as needed during the period of this Contract. All bid prices shall remain as bid and shall not be subject to increase.

**104.03.04 Contractual Notice**

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

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.

**104.03.08 Force Account**

THIS SUBPART IS CHANGED TO:

The intent of this item is to provide a means to pay for manpower of any skill, materials and/or equipment not covered under other items of this Contract. The Contractor shall notify the Engineer of the necessity to utilize this item as soon as the need is recognized and shall not be used without the approval of the Engineer.

When forces other than the Contractor's organization perform work that is paid on a Force Account basis, the Contractor shall reach an agreement with such other forces as to the distribution of payments made by the Department for such Work. Therefore, additional payment will not be made by reason of the performance of the Work by a subcontractor or other forces.

It is understood that Force Account payments pursuant to the terms of the Contract are Contractual in nature only and are not to be used for any other purpose. More specifically, but not by way of limitation, the Force Account provisions of this Contract are not to be used to prove damages in a court of law in an action for breach of Contract pursuant to the provisions of the New Jersey Contractual Liability Act.

Payment made for the work, materials, and/or labor directed to be performed under the item of Force Account represents full payment for the work. For work directed to be paid under the Force Account item and approved by the RE, the Department will make payment as follows:

1. **Labor.** For all necessary labor and foremen in direct charge of the specific operations, whether the employer is the Contractor, subcontractor, or another forces, the Contractor shall receive the rate of wage (or scale) actually paid as shown in its certified payrolls for each and every hour that said labor and foremen are actually engaged in such Work.

For specific extraordinary operations the Department may allow supervising or other special type employees to be considered direct labor, but only that time in direct labor or direct charge to complete the specific construction operations.

The Contractor shall receive the actual costs paid to, or on behalf of, Workers by reason of health and welfare benefits or other benefits, when such amounts are required by collective bargaining agreements or other employment Contracts generally applicable to the classes of labor employed on the Work.

2. **Insurance and Tax.** For property damage, liability, and workers compensation insurance premiums; unemployment insurance contributions; and social security taxes on the Force Account work, the Contractor shall receive the actual incremental cost thereof, necessarily and directly resulting from the Force Account work. For payment, the Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax. No profit will be paid.
3. **Materials.** The Department reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. The cost of such materials shall be the cost to the purchaser, whether Contractor, subcontractor, or other forces from the supplier thereto, together with transportation charges actually paid by it, except as follows:

- a. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the Department notwithstanding the fact that such discount may not have been taken.
- b. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be the price paid to the actual supplier as determined by the Engineer, plus the actual costs, if any, incurred in the handling of such materials.
- c. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Pay Items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
- d. If the cost of such materials is, in the opinion of the Engineer, excessive, then the cost of such materials shall be the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less any discounts as provided in Item "a" above.

The cost of transportation, handling and delivery of materials that have been delivered directly from a supplier, manufacturer or distributor will be paid for under this item. Payment will be based on the actual cost as evidenced by paid receipts. No profit will be paid on the cost of transportation, handling and delivery of materials, as described above.

All the materials shall conform to the appropriate Subsection of Division 900 of the Standard Specifications, as modified by these Special Provisions. The Engineer will approve all materials prior to their procurement by the Contractor.

The Department will not reimburse the Contractor for any State sales tax incurred for the purchase of materials for this Contract.

Any additional materials that are purchased for use will be delivered to the sites or to other locations as directed by the Engineer. Any excess material shall become the property of the Department. Direct shipment from the supplier or distributor to the job site, shall only be performed with prior approval from the Engineer.

All materials purchased, and all materials salvaged or removed at the Work site, will become property of the Department. At the option of the Engineer, these materials and/or remainders of these materials may be abandoned to the Contractor for removal and disposal. Payment for disposal of materials will be paid in accordance with the applicable prices bid in the Proposal.

#### **4. Equipment and Plant.**

**a. Contractor Owned Equipment and Plant.** The hourly rates for Contractor owned equipment and plant will be determined from the applicable volume of the Rental Rate Blue Book (referred to hereafter as the "Blue Book"), published by Equipment Watch, as follows:

1. The hourly rate will be determined by dividing the monthly rate by 220. The weekly, hourly, and daily rates will not be used.
2. The number of hours to be paid for will be the number of hours that the equipment or plant is actually used on a specific Force Account activity.
3. The current revisions will be used in establishing rates. The current revision applicable to specific Force Account Work is as of the first day of Work performed on that Force Account Work and that rate applies throughout the period the Force Account Work is being performed.
4. Area adjustment will not be made. Equipment life adjustment will be made according to the rate adjustment tables.
  5. Overtime shall be charged at the same rate indicated in Item (1) above.
  6. The estimated operating costs per hour will be used for each hour that the equipment or plant is in operation on the Force Account Work. Such costs do not apply to idle time regardless of the cause of the idleness.

7. Idle time for equipment will not be paid for, except where the equipment has been held on the Project site on a standby basis at the request of the Engineer and, but for this request, would have left the Project site. Such payment will be made at one-half the rate established in Item (1) above.

8. The rates established above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, all costs (including labor and equipment) of moving equipment or plant to, on, and away from the site, and all incidentals.

All equipment shall, in the opinion of the Engineer, be in good operating condition. The equipment shall conform to the appropriate Subsection of Division 1000 of the Standard Specifications, as modified by these Special Provisions. The Engineer will approve all materials prior to their procurement by the Contractor.

Equipment used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the Work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the Work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be made a part of the record for Force Account Work. The Resident Engineer will determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will be that for the suitable equipment.

If a rate is not established in the Blue Book for a particular piece of equipment or plant, the Engineer will establish a rate for that piece of equipment or plant that is consistent with its cost and use in the industry. The above provisions apply to the equipment and plant owned directly by the Contractor or by entities which are divisions, affiliates, subsidiaries, or in any other way related to the Contractor or its parent company.

**b. Rented Equipment and Plant.** In the event that the Contractor does not own a specific type of equipment or plant and must obtain it by rental, the Contractor shall inform the Resident Engineer of the need to rent the equipment and of the rental rate for that equipment before using it on the Work. The Contractor will be paid the actual rental for the equipment for the time that the equipment is actually used to accomplish the Work, provided that rate is reasonable, plus the cost of moving the equipment to, on, and away from the Project site. The Contractor shall provide a copy of the paid receipt or canceled check for the rental expense incurred.

Rented equipment and plant, which includes operators and/or all operating costs, payment will be made at the actual cost as evidenced by paid receipts. At the time of rental, all labor cost shall be included and no additional payment will be made for reason of prevailing wages. The Contractor must consider prevailing wage in the cost of rental with operator and will incur that cost if not agreed upon prior to rental. If rented equipment and plant does not include operators and/or all operating costs, payment will

also be made at the actual cost as evidenced by paid receipts. The operators shall be paid under the applicable repair category as bid in the Proposal. The hourly operating costs for this equipment will be determined from the applicable volume of the Blue Book

5. **Profit.** Profit shall be computed at ten percent (10%) of the following:
  - a. Total material cost (bare cost F.O.B.).
  - b. Total direct labor cost (actual hours Worked multiplied by the regular hourly rate) including fringe benefits.
  - c. Total Contractor owned equipment and plant costs including operating expense.
  - d. Total Rented equipment and Plant costs.
  - e. Profit shall be computed at zero percent (0%) in the event that additional labor in the form of safety personnel such as railroad flaggers, local police, etc., need to be hired to complete the Work.
6. **Overhead.** Overhead will be computed at zero percent (0%) on labor, material and contractor owned or rented equipment.
7. **Subcontractors.** The Department will make payment for work performed by subcontractors in the same manner as for the Contractor as specified in 104.03.08. The Department will make payment for markup on subcontracted work at the rate of five percent (5%) applied to the total amount of all costs for subcontracted force account work.

## **SECTION 105 – CONTROL OF WORK**

### **105.01 AUTHORITY OF THE DEPARTMENT**

#### **105.01.01 RE**

THE FOLLOWING IS ADDED:

Subsequent to execution of the Contract any Work to be performed under this Contract is inspected and found damaged or severely deteriorated; or a determination is made by the Resident Engineer to construct, modify or upgrade existing elements, the Resident Engineer will:

- 1.) Notify the Contractor by telephone or other means of the following as applicable:
  - a. Site location.
  - b. Required response time and/or planned Work schedule and hours of operations.
  - c. Type of repair Work needed.
  - d. Approximate estimate of quantities.
  - e. The estimate of personnel and equipment not covered by Pay Items but to be included under estimated force account work, if required.

- f. Work force, category, and equipment as described in these Special Provisions that is required to be mobilized to the site location and elsewhere.
- 2.) Coordinate traffic operations, Department support forces (if any), and other Contractors (if any).
- 3.) Notify any other parties as necessary (i.e. State police, coast guard, etc.).
- 4.) Provide sketches of the required Work, if necessary, to the Contractor at the site of an emergency or critical site, during mobilization; or at least two (2) days prior to the required start of the Work in non-emergency situations. When the work situation allows and/or requires, the Resident Engineer will provide detailed Plans of the proposed Work and an estimate of quantities. However, it is anticipated that Plans will not usually be provided for this Contract.
- 5.) Set the hours of operation for all shop and on site activities, which will include start time, hours of work per day or shift, weekend and/or holiday work and number of days to be worked per week. The Resident Engineer has the authority to schedule the Work in any manner deemed necessary. The Contractor understands and agrees that any work schedule set by the Resident Engineer for shop or site activities shall not be the basis for any claim arising out of this Contract.

#### **105.02 RESPONSIBILITIES OF THE CONTRACTOR.**

##### **THE FOLLOWING IS ADDED:**

The Contractor shall:

1. Arrange to send a skilled representative from the Contractor's organization to make preliminary site inspections to the various proposed Project locations with the Resident Engineer prior to the actual repair work to evaluate field conditions as well as to determine if any specific equipment, riggings, scaffolding, tools, etc., which may be necessary to complete the project as expeditiously as possible.

The skilled representative shall be known as the Crew Coordinator and upon notification shall be required to make these inspections either with or without the Resident Engineer or the Inspector. All findings and recommendations shall be communicated to the Resident Engineer for approval prior to the scheduling of the Work. The qualifications of the Crew Coordinator are as described in Subsection 510.03 of these Special Provisions.

2. Provide sketches, shop drawings, certifications, procedure Specifications and cost estimates, if requested by the Resident Engineer. When requested by the Resident Engineer, the Contractor shall prepare and submit a written cost estimate for the Work to be performed.

The cost estimate shall be based on information given to the Contractor by the Resident Engineer, field visits, and the judgment of the Contractor from his/her experience on similar Work. The cost estimate shall include

quantities for the specific Pay Items, material cost, and any estimated force account items that were not included in the specific Pay Items that the Contractor intends to utilize. The cost estimate shall be submitted within three (3) Working days after the Resident Engineer's request. The Contractor proposed estimate is not a guaranteed payment, and is subject to revision by the Resident Engineer.

3. Furnish all labor, equipment and materials for the layout and construction of the Work. **The Contractor shall not scheduled Work to start on any Project until all materials have been ordered and received unless otherwise notified by the Resident Engineer.**
4. Begin Work on the proposed Project within three (3) Working days after notification from the Resident Engineer. However, on Projects that are considered by the Resident Engineer to be of an emergency nature the Contractor shall mobilize the required work force and equipment within four (4) hours. This time begins immediately following verbal notification from the Resident Engineer. The four (4) hours call-out response is an essential and material part of this Contract. Compensation for emergencies shall be based solely upon the actual hours worked.
5. Maintain, at the Work site, records detailing the Work performed and the Contract items utilized. The Contractor shall furnish to the Resident Engineer work reports for each day's Work no later than the following day. These work reports shall classify each activity performed by Contract item. **The Crew Coordinator shall meet with the Inspector to verify all repair information regarding each day's Work.** The Acceptance of these reports by the Resident Engineer shall not preclude subsequent adjustment based on later audit by the Department.
6. Provide transportation and any safety equipment during the Work for the Resident Engineer or the Inspector over land and water throughout the Work site. This transportation may be provided by accommodation aboard the Contractor's working boats, trucks, and other equipment.
7. Not interfere with the normal and scheduled operation of the Bridge. The Contractor shall be familiar with the Coast Guard regulations that govern the operation of the Bridge and shall at no time violate these regulations.
8. Dispose of all waste material in accordance with DEP and EPA regulations and guidelines.

The Contractor shall have available work crews for removing, repairing, fabricating and erecting timber components and underwater inspection and repair. The crew personnel must be qualified, experienced and available for work on short notice in the event of an emergency. Workers expected to work on these bridges must be experienced in bridgework, capable of climbing and working at any location and height on all the structure (s) incorporated in the State Highway System.

The Diving crew shall be skilled personnel and shall bear sole and full responsibility for the safety of their operation regardless of any other provision of this Contract and regardless of any direction given them. The diving crew shall be selected and furnished by the Contractor. It shall be the responsibility of the Contractor to advise the Department as to

the safety of all proposed operations at the earliest possible time. All diving crew members shall each be trained and experienced in the use of all equipment mentioned within these Special Provisions and in the use of that equipment which is common to the trade.

#### **105.05 WORKING DRAWINGS**

THE FIRST AND SECOND PARAGRAPHS ARE CHANGED TO:

If working drawings are required, submit methods of construction, material designations, design calculations, catalogue cuts, illustrations, schedules, performance charts, brochures, and other information necessary to construct the work as specified in the Contract. Do not submit working drawings that are repetitious or duplicative of Items specified or detailed within the Contract or that change the Plans or Specifications.

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. Ensure that working drawings are signed and sealed by a Professional Engineer. After Award, the Department will provide additional formatting information, the number of copies required, and the designated design unit to which the Contractor shall submit working drawings.

#### **105.07.01 WORKING in the Vicinity of Utilities**

THE FOLLOWING IS ADDED:

The Contractor is advised that the design for this contract did not identify any anticipated utility conflicts. However, this contract may require the contractor to perform underground excavation and/or the driving of guide rail posts.

THE FOLLOWING IS ADDED TO THE SIXTH PARAGRAPH:

Access within railroad right-of-way is restricted. Contractor must comply with the Permit Requirements of the Railroad, for working within their railroad right-of-way and coordinate the work with the railroad's access and safety restrictions.

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

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

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

The Contractor shall have in stock, or be able to obtain in the response time required, various timber, steel or underwater materials which could be required for temporary timber structure repair and underwater repair or emergency repairs until such time as permanent repair materials are obtained and supplied to the Project. The Contractor will be reimbursed as described herein for the materials furnished and said materials shall become the property of the Department.



## SECTION 107 – LEGAL RELATIONS

### 107.11 RISKS ASSUMED BY THE CONTRACTOR

#### 1. Damage Caused by the Contractor.

THE FOLLOWING IS ADDED:

For any damages by the Contractor to the fiber optic network along any of the above mentioned routes, The Contractor shall 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.

## 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.

#### 2. Limits and Restrictions.

THE FOLLOWING IS ADDED:

5. The Contractor may only Subcontract to Companies with a minimum of 5 years experience and a NJDOT Rating (4, 4B or 5) regarding work performed on similar items. Subcontractors must have RE's approval prior to the start of work.

**108.02 COMMENCEMENT OF WORK.**

THE FIFTH PARAGRAPH IS CHANGED TO:

The Contract start date is **January 1, 2012**. If the Contract is **not executed within 25 days of January 1, 2012**, then the Contract start date will be the **25th day after execution of the Contract**.

**108.05 SANITARY AND SAFETY PROVISIONS**

**108.05.01 Sanitary**

THE FOLLOWING IS ADDED:

The location of the field sanitary facility(s) will be as directed by the RE. The cost will be included in the various Items scheduled in the proposal.

**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.

**108.10 CONTRACT TIME**

THE FOLLOWING IS ADDED:

The Contractor shall complete all work assignments required for Completion within the time set for the assignment by the RE. Time is of the essence as to all time frames stated in the Contract Documents and set by the RE; therefore, all time frames shall be strictly enforced.

- A. Complete all work required for Substantial Completion and to achieve Completion on or before **December 31, 2012**.

**108.11.01 Extensions to Contract Time**

THE FOLLOWING IS ADDED:

The Work of this Contract may include Work of an emergency nature; therefore, the RE may reduce or extend the Contract Time. If an extension of time is granted due to an emergency work, the Contractor shall perform the Work as described herein. Refusal to perform said Work shall be considered a default by the Contractor.

**108.13 SUSPENSION OF WORK**

THE FOLLOWING IS ADDED:

The Work of this Contract is known to be intermittent and often is of an emergency nature. The Contractor shall consider this in the preparation of his bid. Therefore, if the performance of all or any part of the Work is for any period suspended, delayed, or interrupted by an act of the Resident Engineer in the administration of this Contract, or by a failure of the Resident Engineer to act within a reasonable time, compensation to the Contractor on account of

suspension, delay, or interruption will be limited to the payment of bid prices for those Pay Items ordered by the Resident Engineer and delivered by the Contractor

**108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

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

**108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- A. For each Calendar Day that the Contractor fails to complete a work assignment within this Contract, the Contractor shall pay liquidated damages consisting of Road User Costs and Construction Engineering Costs to the Department in the amount of **\$1,000.00**.

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**

**109.03 PAYMENT FOR FORCE ACCOUNT**

THE FOLLOWING IS ADDED:

The Department will make payment as follows:

| <i>ITEM</i>                                    | <i>PAY UNIT</i> |
|--|-----------------|
| FORCE ACCOUNT, LABOR, EQUIPMENT, AND MATERIALS | DOLLAR          |

The amount provided in the proposal is an estimated amount and will be adjusted on the basis of paid bills.

## DIVISION 150 – CONTRACT REQUIREMENTS

### SECTION 152 – INSURANCE

#### 152.03 PROCEDURE

##### 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

###### 1. Comprehensive General Liability Insurance.

THE FOLLOWING IS ADDED:

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

###### 2. Comprehensive Automobile Liability Insurance.

THE FOLLOWING IS ADDED:

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

###### 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.

###### 5. Excess Liability Insurance.

THE FOLLOWING IS ADDED:

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

###### 6. Marine Liability Insurance.

SUBPART 8 IS ADDED:

###### 8. Per project aggregate.

THE FOLLOWING IS ADDED:

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

##### 152.03.02 Railroad Protective Liability Insurance

THE FOLLOWING IS ADDED:

**MAINTENANCE TIMBER/UNDERWATER STRUCTURAL  
REPAIR AND INSPECTION CONTRACT, NORTH - 2012**

Due to the nature of this Contract, the Contractor will not be required to provide this insurance unless the Work dictates the necessity. The Resident Engineer will advise the Contractor of the need for this insurance. Payment for the insurances will be made under the item Force Account.

**152.03.03 Pollution Liability Insurance**

THE FOLLOWING IS ADDED:

Due to the nature of this Contract, the Contractor will not be required to provide this insurance unless the Work dictates the necessity. The Engineer will advise the Contractor of the need for this insurance. Payment for the insurances will be made under the item Force Account.

**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, RAILROAD PROTECTIVE LIABILITY INSURANCE, and POLLUTION 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**

THE FOLLOWING IS ADDED:

Due to the nature of this Contract, progress schedules will not be required unless otherwise requested by the Resident Engineer. When requested, progress schedule may be a bar chart or similar type acceptable to the Resident Engineer as to form and substance.

**A. Schedule.**

THE FOLLOWING IS ADDED:

If the project falls behind schedule for non-excusable 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.

THE LAST PARAGRAPH IS CHANGED TO:

The Contractor shall provide the requested progress schedule within seven (7) days. Within fourteen (14) days, the RE will review the schedule and approve or reject the submission. If rejected, revise and resubmit the schedule, within

seven (7) days, to the RE for review and approval. The RE will review the revised schedule submission and approve or reject the resubmission within seven (7) days. In the event of an emergency project, the amount of time for review will be as directed by the RE.

#### **153.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

All costs for furnishing and updating the progress schedule shall be included in the prices bid for the various Pay Items scheduled in the Proposal.

### **SECTION 154 – MOBILIZATION**

THE ENTIRE SECTION IS CHANGED TO:

Mobilization shall consist of the preparatory work necessary for the movement of personnel, equipment, supplies, and incidentals to and from the job site, and other work performed or costs incurred prior to beginning work. No separate payment will be made for all necessary labor and equipment costs associated with the transportation of workers and tools to and from the job site in order to respond to a call out. The work location will change on daily basis requiring frequent mobilization.

The cost incurred by the Contractor for mobilization shall be included under the various items bid in this Contract.

### **SECTION 155 – CONSTRUCTION FIELD OFFICE**

#### **155.03.01 Field Office**

THIS SUBPART IS CHANGED TO:

A field office will not be required for this Project. The Contractor shall provide the following minimum office and field equipment for the exclusive use of the Resident Engineer. The Contractor shall repair or replace any damaged or lost equipment throughout the duration of the Contract within 48 hours of notification. All equipment shall be approved by the Resident Engineer prior to purchase and/or installation. Insurance against malfunction, damage or lost equipment shall be provided by the Contractor and the cost shall be deemed included in the various bid items.

#### **1. Computer System & Printers**

- a. One (1) base microcomputer system compatible with the Department's "ACES" system with the following minimum:
  1. Pentium i7 Quad Core Processor, Intel processor with 4 GB RAM, 512 MB Video RAM, mouse, mouse pad, up to 1 TB hard drive, one DVD (+/-) Writer, one 3 1/2-inch, floppy drive and multi-media card reader. System must be USB 2.0 compatible 56K baud data/fax modem. (e.g., 3Com U.S. Robotics 56K Fax V. Everything/V.34 – 56K ITU / x2 Technology, or Hayes Accura 56K).
  2. One Wireless IEEE 802.11b/g/n Wireless LAN Card for each base computer system specified, when more than one base computer is specified.

3. One wireless Ethernet Hub Switch (minimum IEEE 802.11 b/g/n Wireless Gigabit (10/100/1000M) Router w/ USB input) with appropriate number of ports and cables (e.g., Linksys) and a print server.
4. One dedicated telephone line per computer to be used in conjunction with each of the microcomputer modem.
5. One high-speed broadband connection with a minimum speed of 3 Megabytes per second (mbps) with dynamic IP address per field office (DSL, Cable, etc.) for the duration of the project.
6. Minimum two (2) widescreen 19-inch (518.4 mm) viewable area, Native 1920 x 1200 2 60 Hz resolution, DisplayPort (e.g., Dell Ultrasharp).
7. Minimum 1.5 TB external hard drive @ 7200RPM (e.g., Seagate, Western Digital or Samsung) with backup software for MS-Windows and DOS.
8. Ten (10) USB 16 GB Flash Memory Drives (e.g., SanDisk Cruzer 16 GB).
9. Uninterruptible power supply (UPS) - OMNI 1000 or approved equal (e.g., APC-1000 - American Power Corporation).
10. Surge protector for the entire computer workstation to be used in conjunction with the UPS (e.g., Zero Surge Power, Inc. - Point of Use - 2R-15 amp/120 volts).
11. Computer workstation, printer stand, and/or table having both appropriate surface and chair height.
12. 100 CD-R 700 MB (or larger) and 150 DVD-R and paper sleeves for discs.
13. Four (4) cans of compressed air and two (2) packs of anti-static cleaning wipes.
14. One base printer having at minimum:
  1. Color laser printer having HP PCL 5 emulation, with a minimum of 192 Megabytes of expanded memory, appropriate printer cable, and legal size paper tray (e.g., HP Color LaserJet CP2020 Printer series).
  2. One set of appropriate printer toner cartridges every other month for the duration of the construction project.
  3. One ten-ream carton of 8½" X 11" size paper (500 sheets per ream, weight: 2.2 ounces per square yard, color: white, grain: long, for laser printers and copiers) every two months for the duration of the construction project.
  4. One ten-ream carton of legal size paper (500 sheets per ream, weight: 2.2 ounces per square yard, color: white, grain: long, for laser printers and copiers) every three months for the duration of the construction project.
15. One software package, on CD-ROM with documentation, including:
  1. Microsoft Windows XP Professional for ACES, and upgrades for the duration of the project.
  2. Microsoft Office Professional latest version. Software package should contain the following: word processor, spreadsheet, and database.
  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 entire project (e.g., Norton Anti-Virus, AVG Anti-Virus Pro, or Avast Pro Anti-Virus).
  5. Visio Professional Graphics Software for Windows, latest version.
  6. PC Anywhere latest version with future upgrades.
  7. Norton System Works latest version with future upgrades.
  8. Fastback Plus latest version with future upgrades.
  9. MS Project latest version with future upgrades.
  10. Laplink for windows with cable latest version with future upgrades.
  11. Winfax latest version with future upgrades.
  12. One additional word processing program (Engineer's choice).
  13. One additional spreadsheet program (Engineer's choice).

14. One additional data base program (Engineer's choice).

**Three (3) Notebook Computers** such as Dell Latitude E4300 including but not limited to the following:

**Processor:** Intel® Core™ 2 Duo SP9400 (2.40GHz) w/Latitude ON ready and with Free-Fall Sensor.

**Operating System:** Genuine Windows® 7, Windows® Vista or XP Professional,

**Memory:** 4.0GB, SDRAM, 2 DIMMS

**Hard Drives:** 250GB Hard Drive

**Optical Drive:** Minimum 8X DVD+/-RW with DVD software (e.g. Roxio and Cyberlink PowerDVD™)

**Wireless LAN (802.11 a/b/g/n):** Internal Wireless Card

**Battery:** 6 Cell Primary Battery

**Graphics:** Mobile Intel® Integrated Graphics Media Accelerator 4500MHD

**Software package for each notebook, on CD-ROM with documentation, including:**

- Microsoft Windows 7 Professional or latest version with future upgrades.
- Microsoft Office Professional, latest version.
- Anti-Virus software, latest version with updates
- Visio Professional Graphics Software for Windows, latest version.
- Absolute Software – Lo/Jack for Laptops with future upgrades
- Adobe Systems- Photoshop Elements 4.0 for Windows.
- Adobe Acrobat Professional, latest version with future upgrades.
- Corel Paint Shop™ Pro® X - Professional photo editing tools
- Laplink PCmover Essentials: migrates applications, includes transfer cable
- Norton 360 3.0 - Complete Package with upgrades

**ADDITIONAL ACCESSORIES AND SUPPLIES:**

One (1) Mobile Desk for each notebook

One (1) Car Adapter Cable for each notebook

One (1) Notebook Carry Case for each notebook

One (1) Lithium Ion Battery Pack for each notebook

One (1) AC Mobile Adapter for each notebook

One (1) Microsoft BlueTrack Wireless Mini Mouse

CompleteCare Accidental Damage Service to 1Yr Lim Warranty

**Provide three (3) Printer/Fax/Copier/Scanner** including, all software and accessories, which are necessary for their operation.

The Contractor shall provide the following consumables for the exclusive use of the Resident Engineer.

**No specific payment will be made for the cost of providing these consumables, hardware and software. All costs shall be deemed included in the various unit prices bid in the proposal.**

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For Computer(s) approximately:

|                            |   |
|----------------------------|---|
| 8 Each, 2 per computer     | CD Storage Case                                     |
| 400 Each, 100 per computer | Multi-speed, 700 (or larger) MB CDR-RW W/Thin Cases |
| 16 Each, 4 per computer    | 1 MB USB 2.0 Jump Drives                            |

For Printer(s) approximately:

|                             |   |
|-----------------------------|---|
| 40 Each, 10 per printer     | Black/White Replacement Cartridges                |
| 40 Each, 10 per printer     | Color Replacement Cartridges                      |
| 400 Sheets, 100 per printer | Premium Photo Paper or approved equal, 8 1/2 x 11 |

All software and all disks shall be new. The Contractor shall ensure that the system is operational and all software listed above shall be installed. All manuals, instructions and literature received with the listed equipment shall be given to the Resident Engineer.

**CAMERAS:**

Three (3) Digital Cameras, such as Olympus Stylus Digital or approved equal, all weather, rechargeable Lithium Ion batteries and charger, 10.0 Mega pixel minimum, with software and accessories, such as but not limited to adapters, USB cables and battery charging module.

**Additional accessories and supplies for each camera:**

- Three (3) 2GB XD or Compatible memory Card with Adapter
- Three (3) Camera carrying case with shoulder strap
- Three (3) Rechargeable batteries with AC Adapter

**PAPER SHREDDER:**

- One (1) Commercial Crosscut Paper Shredder

**TELEPHONE SERVICE**

No telephone service will be needed for this project.

**E-Z PASS**

The Contractor shall provide two (2) E-Z PASS Toll Tags. Payment will be made for actual charges as evidenced by paid bills, submitted within 60 days of receipt. The Lump Sum amount provided in the Proposal is an estimated amount and will be adjusted based on paid bills.

Payment will be made under:

*Pay Item*

E-Z PASS

*Pay Unit*

DOLLAR

The Contractor shall install the equipment where directed by the Engineer and ensure that all equipment is operational and meeting all requirements. All cost for the above listed equipment shall be deemed included in the various unit prices

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bid for the items in the Contract. All equipment will be removed and retained by the Contractor when no longer required, unless purchased by the Department. The Department will remove and destroy the computer system hard drive and will retain all data storage media.

## **SECTION 159 – TRAFFIC CONTROL**

### **159.03 PROCEDURE**

**THE FOLLOWING IS ADDED:**

As a standard on routes under the jurisdiction of NJDOT, the reduction of the number of lanes available for traffic or constriction of existing widths of traveled way will not be permitted between the hours of 6:00 am and 9:00 am or between the hours of 4:00 pm and 7:00 pm. In addition, two (2) lanes available for traffic in one direction shall not be closed between the hours of 6:00 am and 7:00 pm.

Lane closures during restricted hours for emergency repairs will be as per direction of the Resident Engineer.

The Resident Engineer will provide allowable hours for lane closures on a site by-site basis.

For all construction affecting traffic on local roadways, the Contractor shall obtain approval of the proposed traffic control procedures from all local agencies and police having jurisdiction, prior to the start of any Work.

The Contractor shall make every effort to arrange his operations such that access and Work may be accomplished from the underside of the bridge, where possible.

#### **159.03.02 Traffic Control Devices**

**THE FOLLOWING IS ADDED:**

The Contractor shall be required, when deemed applicable, to provide all necessary labor, material and equipment to transport to and from the Project site the required traffic control devices. This Contract will require as a minimum, sufficient traffic control devices to set up and maintain one (1) double lane closing on a 65 mile per hour posted roadway as indicated in the NJDOT Standard Traffic Control Plans as referenced in Subsection 105.03.

On the approval of the Engineer, if additional traffic control devices not included in or exceeding the standard minimum is required, the additional equipment, labor or material will be paid under Subsection 109.03.

Traffic Control Devices shall not be brought to the job site in an inoperable or unserviceable condition.

### **159.04 MEASUREMENT AND PAYMENT**

**THE SUBSECTION IS CHANGED TO THE FOLLOWING**

The Method of Measurement and Basis of Payment shall conform to Subsection 510.04 of these Special Provisions.

## DIVISION 200 – EARTHWORK

### SECTION 201 – CLEARING SITE

#### 201.03.02 Clearing Site, Bridge and Clearing Site, Structure

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH.

Only the following equipment is permitted for the work:

1. **Pneumatic or Electric Equivalent Hand Operated Hammers.**
  - a. When demolishing concrete not closer than 6 inches to structural members: hammers weighing no more than 90 lbs (exclusive of bit), equipped only with chisel point bits.
  - b. When demolishing concrete within 6 inches of structural members: hammers weighing no more than 30 lbs (exclusive of bit).
2. **Saw Cutters.**
  - a. When cutting concrete within 6 inches of structural members: concrete cutters and concrete saws. While using water in the cutting operation, provide shielding beneath the cutting operation to prevent water leakage. Continuously collect slurry and dispose of as specified in 201.03.09. Ensure that the slurry does not enter the structure or highway drainage system.
3. **Hydraulic Breakers.** Ram-hoe type breakers, hydraulic breakers, and demolition shears may be used with the following restrictions:
  - a. Submit required data to the RE for Department's analysis of stresses induced to the girders.
  - b. Delineate the centerline and limits of the top flange of girders before the equipment operation.
  - c. Do not use equipment within 6 inches of the delineated flanges.
  - d. Do not pull or twist the reinforcement steel.
4. **Hydraulic Splitters.** Hydraulic splitters.
5. **Other Equipment.** Obtain RE approval before use.

THE FOLLOWING IS ADDED:

The procedure is described below:

1. **Prestressed Concrete Stringers and Concrete Diaphragms.** Repair damage to prestressed concrete stringers and concrete diaphragms using nonshrink grout conforming to Subsection 903.08 before deck placement.
2. **Steel Stringers, Floorbeams, Cross Frames, and Diaphragms.**
  - a. Repair procedures to tensile components in conformance with ASTM A 6/A 6M and the following:
    - 1 Repair gouges up to 1/8 inch by grinding flush in the direction of principal stress.
    - 2 Repair gouges deeper than 1/8 inch by first grinding; then, depositing weld metal and grinding flush with the surface of the metal in the direction of principal stress. Weld using low hydrogen electrodes conforming to current AWS Specifications A5.1 and A5.5.
    - 3 Repair kinks and deformations by flame straightening or a combination of flame straightening and jacking. Ensure flame straightening is performed by personnel having a minimum of three years of documented experience. Submit the names of the personnel to the RE for review and approval prior to performing the work.
  - b. Repair procedures to compression components for kinks and deformations as outlined in 2.a (3) above. Where more than five percent of the cross-sectional area of the member is damaged, submit a repair procedure to the RE for review and approval.

Clean and paint exposed existing top flanges of beams with prime coat as specified in Subsection 554.03.

#### **201.03.09 Disposal of Materials and Debris**

THIS FOLLOWING IS ADDED:

##### **a. Non-hazardous materials and debris**

The Contractor shall be required to bring an appropriately sized disposal container and place it at the job site. The minimum capacity of the container shall be twenty (20) cubic yards. All costs thereof shall be included in the various repair category Pay Items scheduled in the Proposal.

##### **b. Hazardous materials and debris**

If during the performance of the Contract the disposal of materials and debris changes to hazardous, an adjustment for disposal will be made in accordance with Sections 104 and 109.

#### **201.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS CHANGED TO:

Disposal of non-hazardous solid waste materials and debris will not be measured. All costs associated with the disposal of non-hazardous solid waste materials and debris shall be included in the various repair category Pay Items scheduled in the Proposal.

## **DIVISION 500 – BRIDGES AND STRUCTURES**

### **SECTION 502 - LOAD BEARING PILES**

#### **502.01 DESCRIPTION.**

THE FOLLOWING IS ADDED:

Timber piling shall be treated with preservative unless otherwise directed by the Engineer. Each such direction to forego a preservative shall apply only to one specific location. Section 510 and Section 511 and related references shall apply to incidental Work whenever applicable.

The repair, restoration, and/or removal of timber piles shall include, but not be limited to, the treatment of cuts and abrasions, the removal and replacement of broken or split piles, redriving of existing piles, and all Work incidental and necessary thereto; as shown on the Plans and as directed by the Engineer.

#### **502.02 MATERIALS**

##### **502.02.01 Materials**

THE FOLLOWING IS ADDED:

The Department reserves the option of supplying the Contractor with materials directly when deemed in the best interest of the Department.

#### **502.03 CONSTRUCTION**

##### **502.03.03 Driving Piles**

THE FOLLOWING IS ADDED:

The Contractor shall have available, at the job site, for immediate use, the following tools and equipment:

##### **Field Fabrication Equipment**

1. Two (2) each, Float Staging (4' x 16' dimensions)
2. All tools and supplies as listed within Section 510 of these Special Provisions.

No separate payment will be made for Field Fabrication Equipment. All costs are deemed included in the various repair category pay items bid.

**Safety And Navigation Equipment**

The Contractor shall supply, install and maintain safety and navigation equipment/devices as required by the United States Coast Guard (USCG) when working on or adjacent to waterways which are under its jurisdiction, including but not limited to the following:

- Radio-telephone for floating equipment
- Anchor buoys (lighted) for barge anchor lines
- Red flashing lights and other navigation lighting that may be required.

**Contractor must be familiar with United States Coast Guard (USCG) Regulations pertaining to use of waterways under USCG control.**

Such safety and navigation equipment may also be required for public safety when directed by the Engineer, even if not required by USCG jurisdiction. No separate payment will be made for the safety and navigation equipment as specified herein. All costs are deemed included in the various repair category pay items bid.

**502.04 MEASUREMENT AND PAYMENT.**

THIS SUBSECTION IS CHANGED TO:

Measurement and Payment shall conform to the Subsection 510.04 of these Special Provisions.

## **SECTION 510 – TIMBER STRUCTURES**

### **510.01 DESCRIPTION.**

#### **THE FOLLOWING IS ADDED:**

This Work shall generally consist of, but is not limited to the repair and/or replacement of structural and non-structural timber components and decking components of bridges, dams, and other classes of structures.

The Work may also consist of, but is not limited to the repair and/or replacement of timber bearing piles, timber bulkheads, steel bulkheads, timber fender systems, dolphins, and other Work incidental thereto; field repair of other timber items in the field, hole drilling, bolting, jacking, cutting, sawing, straightening, painting, and coating of repair areas. Work not covered in this section shall be performed in accordance to the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.

### **510.02 MATERIALS.**

#### **THE FOLLOWING IS ADDED:**

The Department reserves the option of supplying the Contractor with material or replacing the Contractor's materials with materials purchased through the Department Vendors and/or providing materials directly where possible and when deemed in the best interest of the Department. The Contractor shall have no claim for the cost and mark-up on material that has been supplied directly by the Department.

### **510.03 CONSTRUCTION**

#### **THE FOLLOWING IS ADDED:**

Construction shall be performed in accordance with these specifications and care shall be taken not to damage existing piles, timber structures, whalers, decking, or sheeting designated for reuse or which is adjacent to but not included in the designated Work. In the event that such is damaged, it shall be repaired or replaced in kind by the Contractor at no cost to the Department.

All cuts and abrasions in existing timber piles, existing timber structures, whalers, decking or sheeting, after having been carefully trimmed shall be either:

- 1). Covered with two (2) applications of a mixture of sixty (60) percent creosote oil and forty (40) percent roofing pitch; or
- 2). Brush coated with at least two (2) applications of hot creosote oil and covered with hot roofing pitch, to the satisfaction and approval of the Resident Engineer. Whenever forms or temporary braces are attached to treated timber with nails or spikes, with the approval of the Resident Engineer, the holes left by such attachments shall be treated with preservative and filled by driving nails or spikes flush with the surface; or,

by filling these holes with preservative and then plugging these holes with similarly treated plugs. All plugging procedures must be approved by the Resident Engineer before the holes are closed.

Galvanized or zinc plated steel flat plate washers shall be used under all bolt heads which are to be countersunk on the channel face of the fenders. Ogee washers shall be used at all other locations. All bolts shall be effectively checked after the nuts have been finally tightened. Recesses formed for countersinking shall be painted with hot creosote oil before use, and, after the bolt is in place, shall be filled with hot pitch as approved by the Resident Engineer.

Before driving bolts, the bolt holes shall be treated with creosote oil by means of an approved pressure bolt hole treatment. All unfilled holes, after being treated with creosote oil, shall be plugged with creosote plugs after being approved by the Resident Engineer.

The heads of timber piles shall be protected during driving by caps of approved design for the objective of reducing, as much as possible, the tendency to split or shatter the pile. Collars or bands to protect piles against splitting and brooming shall be provided where necessary.

Pile tips shall be used on all timber piles, which are to be driven. Pile tips for timber piles shall be steel boots as shown on the Plans or of a design approved by the Engineer. The boots shall have a minimum thickness of 3/16 inches and a minimum cup depth of three (3) inches.

Timber pile heads shall be protected after driving by either of the methods specified in the current AASHTO Standard Specifications for Highway Bridges, or as approved by the Engineer.

New 7/8-inch diameter hot-dipped galvanized wire rope conforming to the requirements of AASHTO designation M30 Class A shall be used for wrapping around fender piles at locations shown on the Plans.

After the piles in dolphins have been driven, they shall be drawn together at the top and banded with a minimum of seven (7) wraps of the above-specified wire rope, as directed by the Engineer. Each turn of the rope shall be fastened to each alternate pile with one (1) inch by five (5) inch galvanized steel staples. The piles shall have been notched on the channel face to recess the cables. In addition, one (1) inch diameter galvanized steel bolts shall be installed through the dolphins as directed by the Engineer. The bolts shall be countersunk two (2) inches, and creosote timber blocking, twelve (12) inches long, shall be used between piles to provide a solid path for the bolts.

All equipment supplied by the Contractor shall be suitable for the particular purpose of fulfilling the intent of this Contract and its construction requirements at the lowest reasonable total cost to the Department. All equipment shall be portable and include a means of powering that is independent of connections outside the work site.



The Contractor shall provide a utility truck to be brought out on a daily basis to the designated work sites. The utility truck shall be equipped with the common tools of the trade as well as any special tools required for the assigned job. The cost of providing this truck with the necessary tools and the cost of all consumable materials required to perform the Work including but not limited to rags, gloves, drill bits, work boots, protective clothing etc., shall be included in the various repair categories bid. No payment will be made for any travel time or operator, as this cost will be deemed included in the prices bid for the various repair categories. The Contractor is advised of the importance of including this cost in the various pay items as the distance between the Contractor's shop and each work site may vary greatly on a daily basis.

The Contractor agrees to furnish all small tools and equipment common to the trade and necessary to adequately perform the Work in this Contract. These will include, but not limited to, vibrators, chutes, jackhammers, all-purpose circular saws, gas-powered chain saws, pumps, generators, light stands with lights, etc.

**There will be no specific payment for any labor, material and equipment while performing any of the following functions, which may be required to respond to a specific call-out. These related costs are to be incorporated into the various repair category Pay Items as scheduled in the Proposal.**

1. All applicable costs for insurance, fuel, oil, mooring, etc. for each particular repair category.
2. All costs associated with the transportation of any equipment or material to and from the job site, with the exception of the following equipment:
  - a. Working Barge
  - b. Land-based Pile Driving
  - c. Barge-based Pile Driving

Payment will be made under the Pay Item, "Force Account" as specified in Subpart 104.03.08 and will be based on the actual cost necessary to move any of this equipment to and from the job site, shall include the cost of the fuel, liability insurance and operators.

3. All costs associated with providing small tools and equipment common to the trade, to include all consumables required during their operation and the transportation of said tools and equipment to and from the job site
4. All costs associated with the preparing and loading of equipment and materials at the Contractor's facilities in order to respond to a call-out.
5. All costs associated with the preparing and loading of equipment and materials at the Contractor's facilities in order to respond to a call-out the only exception will be for emergency call-out as described in Subsection 104.01 of these Special Provisions.
6. All costs associated with the transportation of all Workers to and from the job site.

7. All costs associated with the use of and/or idle time of any equipment while at the job site which was used for the transportation of Workers, materials, equipment and tools of the trade from the Contractor's facilities or elsewhere to and from the job site.
8. All labor costs to operate all equipment while on site. The equipment operator (s) shall be the manpower listed in the applicable repair category. Payment for any additional operator required shall be made under Repair Category "E".
9. All common access equipment to allow the crew to access the Work area in a safe and efficient manner, including but not limited to all safety related devices.
10. All miscellaneous rigging equipment including but not limited to wire rope slings, chokers, spreaders, clevises, shackles, picks and hooks, timber matting shall be included when required to reach the Work site.
11. Any special tools purchased for and paid for by this Contract shall become the property of the Department. These purchases shall be only under the specific direction of the Resident Engineer.

When the Work requires maintenance and protection of traffic, the Contractor shall provide a traffic coordinator who is qualified in accordance with Subpart 159.03.01 of these Contract Documents. The primary function of this individual is to insure the proper installation, placement, operation and removal of all traffic control devices during any lane or shoulder closing operation.

The Pay Items for providing labor and equipment for this Contract are specified as repair categories. Each repair category is composed of various combinations and quantities of labor and/or equipment as indicated in this Subsection. The unit price for each repair category shall be the amount necessary for providing all labor and/or equipment as indicated.

The Contractor shall consider that the Work in this Contract may require at a minimum two (2) full & separate crews or more of the same type that could be in operation simultaneously.

**LABOR TERMS:** The following terms shall be used for the purpose of defining labor when a specific repair category is called for during the administration of this Contract.

**Bridge Repair Worker, Type "A"** shall be an individual meeting any of the following journeyman skill levels up to and including foreman for a carpenter, ironworker, teamster, dock builder, or laborer. This Worker shall be able to perform Work in any environment deemed related to the intent of this Contract. If the repair requires more than the number of Bridge Repair Worker, Type "A" included in the repair category, with the approval of the Engineer, the additional Bridge Repair Workers will be paid under the respective category and will be prorated

**Bridge Repair Worker, Type "B"** shall be defined as an individual meeting any one of the following journeyman skill levels up to and including foreman for a laborer. This Worker shall be able to perform Work in any environment deemed related to the intent of this Contract. . If the repair requires more than the number of Bridge Repair Worker, Type "B" included in the repair category, with the approval of the Engineer, the additional Bridge Repair Workers will be paid under the respective category and will be prorated

**Operating Engineer** shall be an individual qualified to operate any type of equipment necessary to fulfill the construction requirements of this Contract and all equipment listed in these Special Provisions. If the repair requires more than the number of operating Engineers included in the repair category, with the approval of the Engineer, additional operating Engineers will be paid under Repair Category "E". The Contractor will not be paid for additional operators under the Force Account Item.

**Boat Operator** shall be licensed and experienced in the operation of the work access boat as necessary to fulfill the construction requirements of this Contract. Under Repair Categories "A, B, and C, one Bridge Repair Worker shall be the boat operator when operation of the access work boat is required.

**Crew Coordinator** shall be a skilled individual from the Contractor's organization with a minimum of three (3) years of experience working on a similar type of Contract. The Crew Coordinator shall have the ability to make preliminary site inspections prior to the actual repair, evaluate field conditions and determine if any specific equipment, riggings, scaffolding, tools, etc., which may be necessary to complete the project as expeditiously as possible. It shall be necessary for the Crew Coordinator to coordinate the scheduling of the Work with the Resident Engineer and ensure that daily reports are accurate and complete.

**Payment will be made for the Crew Coordinator under Repair Category "D" and shall include all cost associated with this function. When the Crew Coordinator works as a part of any other Repair Category crew, the category will be prorated to include the Crew Coordinator and payment will be made under the respective Repair Category.**

**EQUIPMENT TERMS:** The following terms shall be used for the purpose of defining equipment when a specific repair category is called for during the administration of this Contract. **Rental cost will not be paid for any equipment listed in the various repair categories unless approved by the Resident Engineer. All cost for Contractor owned or rented equipment included in the category shall be deemed included in the bid price in the Proposal.**

**Access Work boat** shall be a minimum length of 16 feet, open deck type, powered by an outboard motor of 25 or greater horse power. It shall be capable of accommodating three Workmen (operator inclusive) while they are using the tools of the dock builder trade, registered in the State of New Jersey, equipped with all required navigational and safety equipment meeting all USCG requirements for a boat of this type. When requested by the Engineer, the Contractor shall transport the Engineer, inspector, or other designated representative to areas of the Work as directed by the Engineer.

**Air compressor (150 - 225 CFM)** - including mechanical cleaners, impact wrenches, and other air tools of the trade, such as, but not limited to saws, drills, grinders, etc. It will not be used to power a pile driving hammer or other piece of equipment for which payment is otherwise made.

**Articulated Loader** shall be a loader of the Cat 914 type minimum bucket capacity of 2 ½ cubic yards.

**Combination loader/backhoe** shall be a loader/backhoe of the Case 580 Type with a minimum capacity of 1.0 cubic yard.

**Crane and Impact Pile Hammer Air or Diesel** shall be a crane and impact pile driver capable of driving up to 60-foot length timber piles or steel sheeting full depth or to a bearing capacity of at least 40 tons as determined by the Empirical Pile Formula (ENR). This equipment may be called upon to perform lifts and other crane work within its capabilities without invoking an additional Pay Item including all leads.

**Barge-based Crane and Impact Pile Hammer Air or Diesel** shall be a crane and impact pile driver capable of driving up to 60-foot piles or steel sheeting full depth or a lifting capability of 70 tons. This equipment must be capable of resisting the strongest flow, tide, and wave conditions, which may be found near any structure, located within the State of New Jersey. This equipment may be called upon to perform lifts and other crane Work within its capabilities without invoking an additional Pay Item including all leads.

**Grout Pump** shall be a pump able to pump grout as hereafter described at a horizontal distance of 500 feet through delivery hose furnished by the Contractor. It shall be able to pump 1:2 grout of 2-inch slump. The capacity shall be a minimum of 20 cubic yards of material within one hour. It shall propel material by mechanical means; the use of compressed air as a propellant is expressly prohibited. The grout pump shall include 300 feet of flexible delivery hose with anchors and shall include a powered mixer when material is mixed at the Work site.

**Rough Terrain Crane (RTC) 70 tons** fully operated, including miscellaneous rigging equipment (wire rope slings, hooks, etc.). Capable of lifting the rated load capacity of the crane, also, if required, any matting necessary to reach the Work site.

**Scaffolding, Rigging and Staging Equipment** shall be the minimum necessary to provide one complete set of equipment to perform the Work in accordance with the intent of this Contract, current OSHA regulations, these Special Provisions, and be sufficient to reach a height of 25 feet.

**Traffic Control Devices** shall be of sufficient quantity to set up and maintain up to one (1) double lane closing or two (2) separate single lane closings on a 65 mile per hour posted roadway as indicated in the Typical Traffic Control Details. All traffic control devices shall conform to Subpart 159.03.02 of the Contract Documents and Department standards. Up to an additional seventy five (75) barrels and one (1) variable message board may be requested as part of this item. The Contractor is advised that some Projects may not require all or any traffic control devices as noted above.

**Working Barge Self-Propelled** shall be a minimum of 30 feet long by 10 feet wide, meeting all USCG requirements for barges of this type. It shall be of suitable size, type and capacity to perform the necessary Work. The drive mechanism shall be of sufficient size and type to maneuver under normal conditions (e.g. Current, wind, etc.).

## **REPAIR CATEGORIES**

**MAINTENANCE TIMBER/UNDERWATER STRUCTURAL  
REPAIR AND INSPECTION CONTRACT, NORTH - 2012**

The Resident Engineer will direct all Work and reserves the right to specify any repair category or combination of categories and/or make any adjustments to crew size or composition, which may be needed to complete a specific Project. The Contractor shall not adjust any repair category without the approval of the Resident Engineer. Adjustments may be reductions in crew size or changes to the composition depended on type of repair. When reductions are made to the crew size, payment will be prorated based on listed crew size for the affected repair category. Labor additions will be made using the appropriate repair category and payment will be made at the price bid in the Proposal.

**Repair Category "A"**

The following shall be provided when the Resident Engineer specifies this Pay Item unless otherwise directed:

**LABOR**

| <b>Item</b>                   | <b>Quantity</b> |
|-------------------------------|-----------------|
| Bridge Repair Worker Type "A" | Four (4) each   |
| Operating Engineer            | One (1) each    |

**EQUIPMENT**

| <b>Item</b>                             | <b>Quantity</b>             |
|---|-----------------------------|
| Access Work boat                        | One (1) each, when required |
| Air compressor                          | One (1) each                |
| Grout Pump                              | One (1) each, when required |
| Scaffolding, rigging and staging equip. | One (1) each                |
| Working barge self propelled            | One (1) each                |
| Combination loader/backhoe              | One (1) each                |

**Repair Category "B".**

The following shall be provided when the Resident Engineer specifies this Pay Item unless otherwise directed:

**LABOR**

| <b>Item</b>                   | <b>Quantity</b> |
|-------------------------------|-----------------|
| Bridge Repair Worker Type "A" | Five (5) each   |
| Operating Engineer            | Two (2) each    |

**EQUIPMENT**

| <b>Item</b>                                 | <b>Quantity</b> |
|---|-----------------|
| Access Work boat                            | One (1) each    |
| Air compressor                              | One (1) each    |
| Working barge self propelled                | One (1) each    |
| Rough Terrain Crane                         | One (1) each    |
| Crane and Impact Pile Hammer, Air or Diesel | One (1) each    |

**Repair Category "C"**

The following shall be provided when the Resident Engineer specifies this Pay Item unless otherwise directed:

**LABOR**

| <b>Item</b>                   | <b>Quantity</b> |
|-------------------------------|-----------------|
| Bridge Repair Worker Type "A" | Five (5) each   |
| Operating Engineer            | Two (2) each    |

**EQUIPMENT**

| <b>Item</b>   | <b>Quantity</b> |
|---|-----------------|
| Access Work boat  | One (1) each    |
| Air compressor  | One (1) each    |
| Working barge self propelled                            | One (1) each    |
| Rough Terrain Crane                                     | One (1) each    |
| Barge-based Crane and Impact Pile Hammer, Air or Diesel | One (1) each    |

**Repair Category "D."**

The following shall be provided when the Resident Engineer specifies this Pay Item unless otherwise directed:

**LABOR**

| <b>Item</b>      | <b>Quantity</b> |
|------------------|-----------------|
| Crew Coordinator | One (1) each    |

**EQUIPMENT**

| <b>Item</b>   | <b>Quantity</b> |
|---------------|-----------------|
| Pick Up Truck | One (1) each    |

**Repair Category "E".**

The Resident Engineer may simultaneously specify the following Repair Category Pay Item as many times as needed in order to complete the Work and/or supplement other repair categories. The following shall be provided when the Resident Engineer specifies this Pay Item:

**LABOR**

| <b>Item</b>        | <b>Quantity</b> |
|--------------------|-----------------|
| Operating Engineer | One (1) each    |

**Repair Category "F".**

This Pay Item shall be provided when the Work requires maintenance and protection of traffic. All traffic control devices for this repair category shall be in accordance with Section 159 of the Standard Specifications and these Special Provisions. Traffic control devices as listed under the equipment terms in these Special Provisions shall be considered as one (1) unit. The following shall be provided when the Resident Engineer specifies this Pay Item and no payment for the rental of any required traffic control devices will be made as the cost for providing all required traffic control devices shall be deemed included in this Pay Item unless otherwise directed by the Resident Engineer. Any additional or specialized equipment required and not covered under this item shall be approved by the Resident Engineer and will be paid under Subpart 104.01.08 of these Special Provisions:

**LABOR**

| <b>Item</b>         | <b>Quantity</b> |
|---------------------|-----------------|
| TRAFFIC COORDINATOR | ONE (1) each    |

**EQUIPMENT**

| <b>Item</b>             | <b>Quantity</b> |
|-------------------------|-----------------|
| Pick Up Truck           | One (1) each    |
| Traffic Control Devices | One (1) unit    |

**Work Differential.** The Work Differential (WD) is a method for providing extra compensation for Work on weekends and State holidays. In addition, it is to provide compensation for work shifts, which are greater than eight (8) hours on weekdays. Weekend Work is defined as site time beginning 12:01 am Saturday through to 12:01 am Monday. State Holiday Work is defined as site time beginning 12:01 am of the State holiday until 12:01 am of the following day. The Work Differential unit shall be that unit amount **above** the eight (8) hour weekday Work. The Work Differential will be paid in addition to the appropriate repair category, when the situation arises. The following are offered as typical examples of how payment shall be made using the Work differential (WD):

**Example 1: Additional Compensation During Weekday:**

The Contractor Works 10 hours on site on a weekday while providing the Pay Item "Repair Category "A". Payment will be as follows:

|                          |          |
|--------------------------|----------|
| Repair Category "A"      | 10 hours |
| Repair Category "A" (WD) | 2 hours  |

**Example 2: Additional Compensation During Weekend:**

The Contractor Works 12 hours on site on a weekend while providing the Pay Item "Repair Category "A". Payment will be as follows:

|                          |          |
|--------------------------|----------|
| Repair Category "A"      | 12 hours |
| Repair Category "A" (WD) | 12 hours |

**Example 3: Additional Compensation Before Holiday/Weekend:**

The Contractor Works 10 hours on site and begins Work at 8:00 pm on the day before a holiday or weekend while providing the Pay Item "Repair Category "A". Payment will be as follows:

|                          |          |
|--------------------------|----------|
| Repair Category "A"      | 12 hours |
| Repair Category "A" (WD) | 6 hours  |

**Example 4: Additional Compensation Before Weekday:**

The Contractor Works 8 hours on site and begins Work at 10:00 pm on Sunday night while providing the Pay Item "Repair Category "A". Payment will be as follows:

|                          |         |
|--------------------------|---------|
| Repair Category "A"      | 8 hours |
| Repair Category "A" (WD) | 2 hours |



**Shop Fabrication.** Shop Fabrication shall be the actual man-hours necessary to do the following:

1. Perform the fabrication and/or repair of welded and non-welded elements of bridges and structures as designated by the Resident Engineer.
2. Pick up prefabricated elements and/or supplies, for use on this specific Contract, and deliver to the Contractor's facilities as per the direction of the Engineer. The Resident Engineer reserves the right to use this item in order to deliver prefabricated elements directly to the job site, if necessary.

The Contractor shall have available vehicles meeting the following minimum standards as part of this item:

Stake body truck, shall have a capacity of 4500 pounds.

Van (Utility Truck), with enclosed storage compartment and fully operated, capable of carrying 7000 pounds, 20,000 GVWR, and 18 feet in length.

No payment will be made when either of the above noted vehicles are required as part of this pay item. All associated operating costs are to be included in the unit price bid for the item "Shop Fabrication." The transportation of large or special items, which require the use of a tractor-trailer, gooseneck trailer, etc., will not be paid under this pay item. Payment for the equipment costs will be paid in accordance with the subpart 104.03.08 of these Special Provisions.

#### **510.04 MEASUREMENT AND PAYMENT**

**THIS SUBSECTION IS CHANGED TO:**

All repair categories shall be measured at eight (8) hours minimum per day unless the Work is suspended or canceled by the Resident Engineer in accordance with Subsection 104.01 of these Special Provisions. When the Contractor is directed to Work beyond the eight (8) hour minimum per day by the Resident Engineer, measurement will be the actual hours required by each repair category utilized on site.

All repair Category Work Differentials (WD)\* will be measured by only one of the following:

- \* All hours Worked above eight (8) hours on a weekday
- \* All hours worked on weekends
- \* All hours worked on State holidays

**PAYMENT WILL BE MADE UNDER**

| <b>Pay Item</b>          | <b>Pay Unit</b> |
|--------------------------|-----------------|
| Shop Fabrication         | Man-Hour        |
| Repair Category "A"      | Hour            |
| Repair Category "A" (WD) | Hour            |
| Repair Category "B"      | Hour            |
| Repair Category "B" (WD) | Hour            |
| Repair Category "C"      | Hour            |
| Repair Category "C" (WD) | Hour            |
| Repair Category "D"      | Hour            |
| Repair Category "D" (WD) | Hour            |

**SECTION 511 - BULKHEADS, FENDER SYSTEMS AND DOLPHINS**

**511.01 DESCRIPTION.**

THIS SUBSECTION IS CHANGED TO:

This Work shall consist of the reconstruction and repair of timber bulkheads, fender systems and dolphins.

**511.02.01 Materials**

THE FOLLOWING IS ADDED:

All timber shall be treated in accordance with Section 918 of this Special Provision. The Department reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for cost and mark-up on such materials.

**THE FOLLOWING SECTION IS ADDED TO THE END OF DIVISION 500 - BRIDGES AND STRUCTURES**

## **SECTION 515 – UNDERWATER INSPECTION AND REPAIR**

### **515.01 DESCRIPTION**

The Work to be performed under this part of this Contract shall generally consist of, but is not limited to providing labor, material, and equipment to perform marine inspection, replacement and/or repair of piers, bridges, structures, dams and other classes of structures, as well as all other work, incidental thereto. This Work may be required above the water surface and to a depth of approximately 60 feet below the water surface, either inland or ocean environment. Some or all of this Work may be performed underwater in an inland or ocean environment; some Work may be performed at any Department facility, or at the Contractor's, Subcontractor's, or Fabricator's facility. The Contractor shall provide all necessary materials other than those provided by the Department, and access and handling equipment to perform the Work safely and efficiently.

Prior to the start of any operation, the Resident Engineer will designate the applicable repair category. However, in the event of underwater Work, the Contractor shall survey prospective Work site and counsel the Department as to possible conditions and required repair.

Basic underwater inspection shall include a visual inspection supplemented by photographs and the use of additional instrumentation for inspection may be required. Videotapes shall be made and supplied when requested. A written report of the observations made, including descriptions, measurements, sketches, pictures, and videotapes, when requested, shall be submitted for each inspection performed.

Inspection may include, but is not limited to, the use of ultrasonic inspection equipment, seabed survey equipment, and video inspection equipment. However, it is anticipated that most inspection will be visual and tactile.

Repair may include, but is not limited to, cutting of various materials, scaling repair, concrete pumping, epoxy injection, pile splicing, jacketing, abrasive blasting, sealing, coating, scour repair, installation of protection against scouring, and general bridge repair construction.

The Engineer will direct all work, personnel, and equipment. The Contractor independently of other work forces may perform repair work at various work sites or, the Contractor of this Contract may be required to supplement Department forces or other Contractors employed by the Department.

### **515.02 MATERIALS**

The Department reserves the option of supplying the Contractor with material or replacing the Contractor's materials with materials purchased through the Department Vendors and/or providing materials directly where possible and when deemed in the best interest of the Department. The Contractor shall have no claim for the cost and mark-up on material

that has been supplied directly by the Department. In the event that tools or equipment are purchased and are paid by the Department, those tools and equipment so purchased will become property of the Department.

### **515.03 CONSTRUCTION**

The continuous two-way voice communication shall be provided between all divers, additional divers and the surface crew at all times, and the Department's Inspector shall be made a two-way party to this communication. Divers shall make detailed observations and measurements and communicate their observations and measurements to the surface in clear technical English.

Written reports that document all inspection findings shall be prepared and submitted to the Engineer. Reports shall contain:

1. Sketches indicating the areas of deterioration, voids, damage, etc. discovered during the inspection.
2. Photographs documenting the typical conditions encountered and areas of distress.

When the Work is of an emergency in nature, these reports shall be submitted to the Resident Engineer within four (4) hours. When the inspection is not of an emergency nature, these reports shall be submitted within three (3) Working days after the inspection has been completed. There shall be no separate payment for reports; all costs are deemed included in the various items bid.

If so ordered by the Engineer, an Engineer-Diver shall perform inspection. The Engineer-Diver shall be a registered Professional Engineer in the State of New Jersey. The written report shall be signed and sealed by the Engineer-Diver and include the following:

1. An evaluation of conditions encountered,
2. Rating of the bridge structure to determine its load carrying capacity, along with recommendations for load restrictions,
3. Recommendations for short term and long term repairs, and
4. Cost estimates for implementation of these repair recommendations.

The Engineer-Diver shall make the underwater inspection and shall not use the observations and findings of other persons in place of his personal observations and findings; however, attributed observations of other persons may be used in the historical material of his report.

Payment for all costs associated with the preparation of the Engineer-Diver report, with the exception of site time, shall be made under Subpart 104.03.08 of these Special Provisions. Site time for the Engineer-Diver shall be paid under the Diving Crew item.

### **Diving Crew**

The diving crew shall consist of a two divers and one tender as the minimum crew size as per ADC, OSHA and USCG Guidelines. Each dive team member shall have the experience or training necessary to perform assigned tasks in a safe and healthful manner. Each dive team member shall have experience or training in the use of tools, equipment and systems relevant to assigned tasks; techniques of the assigned diving mode: and diving operations and emergency

procedures. All dive team members shall be trained in cardiopulmonary resuscitation and first aid (American Red Cross standard course or equivalent). Dive team members who are exposed to or control the exposure of others to hyperbaric conditions shall be trained in diving-related physics and physiology.

**Work Differential.** The Work Differential (WD) is a method for providing extra compensation for Work on weekends and State holidays. In addition, it is to provide compensation for work shifts, which are greater than eight (8) hours on weekdays. Weekend Work is defined as site time beginning 12:01 am Saturday through to 12:01 am Monday. State Holiday Work is defined as site time beginning 12:01 am of the State holiday until 12:01 am of the following day. The WD unit shall be that unit amount above the eight (8) hour weekday work. The WD will be paid in addition to the appropriate repair category, when the situation arises. Examples of how payment will be made using the WD can be found in Subsection 510.03

### **EQUIPMENT**

The following equipment and any that are standard to the diving trade shall be present at the work site for the use and support of the diving crew at all times when a diving crew is present at the work site. There will not be any additional cost for supplying any tools of the trade for this item. All costs associated with transportation of tools shall be included in the Diving Crew Pay Item.

| <b>Quantity</b> | <b>Description</b> |
|-----------------|--------------------|
|-----------------|--------------------|

- |   |   |
|---|---|
| 1 | Support vehicle capable of carrying all shallow air diving equipment, the diving crew, the inspector, the underwater ultrasonic inspection equipment, and the underwater video inspection equipment between Work sites.   |
| 1 | Complete equipment to support two divers at a depth of 60 feet for eight (8) hours  |
| 2 | Sets of dry suits and insulating underwear sufficient to indefinitely protect two divers from the effect of freezing water  |
| 2 | Sets of diving umbilical of various lengths having pneumatic line, communication line, OSHA approved air delivery hose, and safety line extending their full length, except that the safety line may be omitted parallel to a communication line which is rated to withstand 2000 pound tension. Two of these umbilical shall be 200 feet long. |
| 1 | Pneumofathometer for measurement of depths to an accuracy of 1 inch.  |
| 1 | 2000-watt generator for surface lighting and underwater lighting.   |
| 1 | Underwater hand-held light  |
| 1 | Lights on stands for surface staging, 1500 watt total.  |
| 2 | Come-a-longs of Three (3) Ton rating.   |
| 1 | Set of small tools, hand tools, and other miscellaneous equipment standard to the trade. These tools shall include means for sampling and coring wood.  |
| 1 | Underwater 35 mm camera with flash. Film (100 - 400 ASA as required) 12 exposures, three rolls per 8 hour day including developing, "clear water" box to allow photographs to be taken in turbid water.   |
| 2 | Tapes for measurements (50 feet/100 feet) with weights for soundings.   |

- 1 Entrance ladder or staging, adaptable to use on boats and on piers.
- 1 Cassette recorder for recording diver communication.
- 1 ½ inch rope, 500 feet long.
- 2 ½ inch ropes, 50 feet long.
- 2 Chains, 20 feet long, 3 ton Working load, fitted with a grab hook at each end.
- 1 Hydraulically operated reinforcement bar cutter, 1-1/8 inch capacity
- 2 Magnetic fasteners, 600 pound rating.
- 1 OSHA approved safety manual and corporate operations manual.
- 1 Access work boat minimum length of 16 feet, open deck type, powered by an outboard motor of 25 or greater horse power, capable of accommodating three workmen (operator inclusive), registered in the State of New Jersey, equipped with all required navigational and safety equipment meeting all USCG requirements for a boat of this type.

All costs of furnishing this equipment is deemed included in the Pay Item, "Diving Crew".

**INSPECTION EQUIPMENT**

The inspection and/or repair equipment listed below may be required for use by the diving crew as part of this Contract. If required by the Resident Engineer, the composition of the diving crew shall be such as to be thoroughly familiar with the operation and/or use of said equipment. There will be no separate payment for providing this equipment and all costs associated with the transportation to and from the job site and use at the job site of this equipment shall be included in the Pay Item, "Diving Crew".

- 1. **Underwater Video Inspection Equipment** shall be all equipment useful and required to view and record underwater scenes as clear pictures of 360 lines of resolution with true color rendition. The camera shall have 10-lux sensitivity. This sensitivity shall be electronically adjustable. A "clear water" box compatible with this video equipment shall be used in turbid water. The video picture shall be transmitted to the surface and viewed in real time on a color monitor; a color video recorder in the VHS format shall simultaneously tape it. Date, location, depth, and other pertinent information shall be electrically superimposed into the picture or recorded with narration on an integral sound track. Two copies of the videotape of all video inspections shall be submitted with the written report. All tapes shall be clearly marked on the tape casing and on the sleeve.
- 2. **Recording Fathometer** shall continuously record on paper the depth beneath the vehicle in that it is carried. This record shall be readable and accurate to 1% of the reading and shall be marked in feet and interpretable to 1/10 foot. The data shall be located within 5 feet by a method of horizontal control and orientation. All structures shall be located relative to the data. This equipment shall be calibrated on site prior to use. A licensed surveyor or an experienced hydrographer shall be in responsible charge.

This equipment shall be water borne in a vehicle provided by the Contractor. It shall operate in water as shallow as one (1) foot; except, that if ocean waves are present, it shall operate in water as shallow as one (1) foot. These minimum-operating depths may both be doubled in the presence of a rocky bottom. The beam

width of the transducer shall not exceed 15 degrees. Readings taken by water borne equipment shall be supplemented by plumbing at the sides of structures.

The products of the use of this equipment shall be a rough, free hand sketch and one or more detailed seabed charts with profile lines using scales that will be directed after the sketch has been considered.

3. **Underwater Ultrasonic Inspection Equipment** shall be all equipment useful and necessary to perform inspections that meet the requirements of the FHWA Report Number FHWA/MD-87/08 Safety and Soundness of Submerged Timber Bridge Piling, perform ultrasonic inspection of welds according to the standards of the American Welding Society, and to measure the thickness of metals. The operator of this equipment shall be certified at level II according to standard SNT-TC-1A of the American Society for Nondestructive Testing, except that this certification need not be through the Contractor.

This equipment shall have a digital readout and/or a cathode ray tube visual display as may be required. The transmitter, receiver, and transducer shall each be provided with cables totaling 300 feet in length. Also included shall be any literature specific to this equipment that provides assistance in the interpretation of the collected data.

4. **Underwater Cutting Equipment** shall be all equipment useful and necessary to sever metal both underwater and above water by melting and burning. It shall include a 200-Ampere DC cutting machine, with all accessories. All welding rods and oxygen will be paid under Subsection 109.03 of these Special Provisions.

The major accessories included are:

| Quantity | Description  |
|----------|--|
| 1        | Ultra-thermic oxygen-arc cutting system and spare parts kit.   |
| 2        | 300 foot long cutting leads with quick disconnects, c-clamp, connectors, and friction connectors.                                    |
| 1        | 300 foot long oxygen delivery hose. (3/8" minimum inner diameter)  |
| 1        | 200 AMP rated insulated knife switch or other positive disconnect for power lines.   |
| 2        | Storage cylinders holding 300 cubic feet of oxygen (99.5% purity), or the equivalent of liquid oxygen, with regulators and gasifies. |
| 1        | Spider system for oxygen delivery, using stainless steel hoses.  |

5. **Underwater Hydraulic System** shall be a source of hydraulic power and all power tools that may be operated from it. The hydraulic pump and the power tools shall be rated at 8 GPM oil flow and 2000 PSI. The major tools included as part of the underwater hydraulic system are: impact wrenches and sockets, hammer drill with bits to drill holes in concrete up to two (2) inch diameter and two (2) feet deep, breaker in the 80 # class, backfill tamper, drill and bits, core drill, grinder and wheels, chain saw and chain, concrete saw and blades, hacksaw and blades, and miscellaneous equipment and spare parts. Two (2) inch inner diameter connecting hose shall be supplied to operate these tools at a 300 feet distance from the pump.

6. **Underwater Pneumatic System** shall be a source of pneumatic power and all power tools that may be operated from it. The pneumatic power source shall deliver 150 cubic feet of air per minute at a pressure of 120 pounds per inch. The major tools included as part of the underwater pneumatic system are: drill motor and bits, core drill, chain saw and chain, hacksaw and blades, concrete saw and blades, grinder and wheels, impact wrenches and sockets, torque wrench, and miscellaneous equipment and spare parts. One (1) inch inner diameter connecting hose shall be supplied to operate these tools at a 300 foot distance from the compressor.
  
7. **Underwater Water Blasting System** shall be a water blasting system capable of cleaning rusted, barnacle-coated steel to the white metal Department Standard SA-21/2 promulgated by the Structural Steel Painting Council. It shall be rated at 20 gallons per minute at 10,000 PSI. Its operating pressure shall be released when a hand control on the lance is released. There shall be means to introduce abrasive into the blast. Lengths of ½ inch inner diameter high pressure connecting hose to make up lengths between 50 and 300 feet shall be provided.
  
8. **Jet Pump** shall be all equipment useful and necessary to excavate and clean by means of jetting. It may be operated either from the surface or from underwater. It shall pump 10,000 gal/hr at nozzle pressure of 100 PSI. It shall include suction hose 20 feet long, outlet hose 300 feet long, lance, and both standard and reaction nozzles.

**515.04 MEASUREMENT AND PAYMENT**

Diving Crew shall be measured at eight (8) hours minimum per day unless the Work is suspended or canceled by the Resident Engineer in accordance with Subsection 104.01 of these Special Provisions. If the Resident Engineer directs the Contractor to work beyond eight (8) hours, measurement shall be at the actual hours the specific Work category is utilized at the job site.

Diving Crew (WD) shall be measured by any one of the following only:

- All hours Worked above eight (8) hours on a weekday
- All hours worked on weekends
- All hours worked on State holidays

Payment will be made under:

| <i>Pay Item</i>   | <i>Pay Unit</i> |
|-------------------|-----------------|
| Diving Crew       | Hour            |
| Diving Crew, (WD) | Hour            |



## 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 workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable 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](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, martial 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, martial 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**

| <b>COUNTY</b> | <b>MINORITY %<br/>PERCENTAGE</b> | <b>WOMEN %<br/>PERCENTAGE</b> |
|---------------|----------------------------------|-------------------------------|
| 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 0 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES** in amounts as follows:
1. 0 % to businesses registered in the category of gross revenues that do not exceed \$1 million; and
  2. 0 % to businesses registered in the category of having gross revenues exceeding \$1 million consistent with the applicable annual revenue standards established at 13 C.F.R. 121.201; and
  3. 0 % to businesses in either category
- 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. SBE "FORM B" - Affidavit of Small Business Enterprise. Each proposed SBE not listed in the NJ Commerce and Economic Growth Commission Directory must submit "Form B" attesting to its validity as an SBE. (All firms must be registered by the Commission prior to award of the contract.)
  4. 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.

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.

# 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 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.

## REQUEST FOR DETERMINATION PUBLIC BODY

**NAME AND ADDRESS OF PUBLIC BODY (OWNER) WHO WILL BE AWARDING CONTRACT**

|  |  |
|--|--|
| <b>Name</b><br>Mark Abbott               | <b>PUBLIC BODY FEIN:</b> 000000000<br>(Federal Employer Identification Number) |
| <b>Street</b> 1035 Parkway Avenue        | <b>City</b> Trenton  |
| <b>State</b> New Jersey <b>Zip</b> 08625 | <b>Project Number</b> DP 11404   |

**NAME AND ADDRESS OF REQUESTING OFFICER**

|   |   |  |
|---|---|--|
| <b>First Name</b> Kenrick <b>Last Name</b> Layne <b>MI</b>      |   |  |
| <b>TITLE</b> Assistant Engineer                                 | <b>Phone Number:</b><br>(609 ) 530 - 2647 <b>Ext.</b>   |  |
| <b>Federal Employer Identification Number:</b><br>000000000     | <b>Company Name</b> NJ DOT                              |  |
| <b>Street</b> 1035 Parkway Avenue                               | <b>City</b> TRENTON                                     |  |
| <b>State</b> New Jersey <b>Zip</b> 08625                        | <b>e-mail address:</b><br>Kenrick.Layne@dot.state.nj.us |  |
| <b>Proposed Advertising Date</b><br>(mm/dd/yyyy)<br>Aug 11 2011 | <b>Estimated Value of Contract</b><br>\$ 5,323,383.92   | <b>Date of Determination</b><br>(local system time)<br><b>Friday, September 23, 2011</b><br>3:13:21 PM |

**NAME AND ADDRESS OF OFFICER WHO WILL RECEIVE CONTRACTORS/SUBCONTRACTORS PAYROLLS**

|  |                     |
|--|---------------------|
| <b>First Name</b> MARK <b>Last Name</b> ABBOTT <b>MI</b> |                     |
| <b>Company Name</b> NJDOT                                |                     |
| <b>Street</b> 1035 Parkway Avenue                        | <b>City</b> TRENTON |
| <b>State</b> New Jersey                                  | <b>Zip</b> 08625    |

**DESCRIPTION OF WORK (Please limit the length to 200 characters.)**

|  |
|--|
| Maintenance Timber/Underwater Structural Repair and Inspection Contract North 2012 |
|--|

**LOCATION WHERE WORK WILL BE PERFORMED**

|                                     |                    |               |  |
|-------------------------------------|--------------------|---------------|--|
| <b>Street</b>   1035 Parkway Avenue | <b>City</b> Newark | <b>County</b> | <a href="#">Click to select Counties</a> |
|-------------------------------------|--------------------|---------------|--|

**NOTE: If Submitted, do not Fax or Mail duplicate**

|  |                                      |
|--|--------------------------------------|
| <input type="button" value="Submit Info"/> | <input type="button" value="Clear"/> |
|--|--------------------------------------|

**New Jersey Department of Labor - Division of Wage and Hour Compliance**

## 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](#) , [ESSEX](#) , [HUDSON](#) , [HUNTERDON](#) , [MERCER](#) , [MIDDLESEX](#) , [MONMOUTH](#) , [MORRIS](#) , [PASSAIC](#) , [SOMERSET](#) , [SUSSEX](#) , [UNION](#) , [WARREN](#) , [STATE WIDE RATES](#)

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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](#)

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Your confirmation number is 031315.

Print

Close Window

IP ADDRESS: 160.93.213.180

Confirmation Number: 031315  
DATE OF REQUEST: SEP 23 2011 15:14:04

PUBLIC BODY (OWNER) WHO WILL BE AWARDING CONTRACT:

Name: Mark Abbott  
FEIN: 000000000  
Address: 1035 Parkway Avenue  
City: Trenton  
State: NJ  
Zip Code: 08625  
Project Number: DP 11404

REQUESTING OFFICER:

Officer Name: Kenrick Layne  
Title: Assistant Engineer  
FEIN: 000000000  
Company Name: NJ DOT  
Address: 1035 Parkway Avenue  
City: TRENTON  
State: NJ  
Zip Code: 08625  
Phone Number: 609-530-2647 Ext.  
Email Address: Kenrick.Layne@dot.state.nj.us

Proposed Advertising Date: 11-AUG-11  
Estimated Value of Contract: \$5323383.92

OFFICER WHO WILL RECEIVE CERTIFIED PAYROLL:

Name: MARK ABBOTT

Company Name: NJDOT

Address: 1035 Parkway Avenue

City: TRENTON

State: NJ

Zip Code: 08625

DESCRIPTION OF WORK:

Maintenance Timber/Underwater Structural Repair and Inspection Contract North 2012

LOCATION:

Address: 1035 Parkway Avenue

City: Newark

Counties: BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, MORRIS,  
PASSAIC, SOMERSET, SUSSEX, UNION, WARREN,

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



# CONTRACT AND BOND

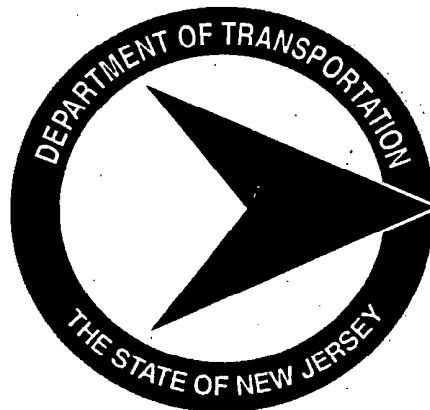
**CONTRACTOR: IEW CONSTRUCTION GROUP, INC.**

**PROJECT: Maintenance Timber/Underwater Structural Repair and Inspection Contract, North 2012, Various Locations –North Region, Bergen, Essex Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris Passaic, Somerset, Sussex, Union & Warren**

**CONTRACT NUMBER: North 2012**

**FEDERAL PROJECT NUMBER: 100% STATE**

**DP NUMBER: 11404**



**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 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.

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**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 11404  
BIDDER 3955

GENERATED 08-10-11  
REVISED

MAINTENANCE TIMBER/UNDERWATER STRUCTURAL REPAIR & INSPECTION  
CONTRACT NORTH 2012  
VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
MIDDLESEX, MONMOUTH, MORRIS, PASSAIC, SOMERSET, SUSSEX,  
UNION & WARREN COUNTIES.  
DP # 11404

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 09-01-11  
AT 10:00 A.M.

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

STATE OF New Jersey

COUNTY OF Mercer

I Harry W. Coleman, Jr

(NAME)

I AM Executive Vice President OF THE  
(TITLE)

FIRM OF IEW Construction Group, Inc,

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 08-10-11  
 REVISED

| LINE | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|------|------------------|----------|------|--------------|--------------|
|      |                  |          |      | DOLLARS   CT | DOLLARS   CT |

SECTION 0001  
 BRIDGE

|      |   |          |      |          |              |
|------|---|----------|------|----------|--------------|
| 0001 | E-Z PASS<br>MMG009M   | 1.00     | DOLL | 150.00   | 150.00       |
| 0002 | PERFORMANCE BOND AND PAYMENT BOND<br>151003M                          | LUMP     | SUM  | 0.01     | 0.01         |
| 0003 | OWNER'S AND CONTRACTOR'S PROTECTIVE<br>LIABILITY INSURANCE<br>152003P | LUMP     | SUM  | 0.01     | 0.01         |
| 0004 | SHOP FABRICATION<br>MMB059M   | 150.00   | MH   | 0.01     | 1.50         |
| 0005 | DIVING CREW, TIMBER<br>MMB020M  | 1,500.00 | HOUR | 469.06   | 703,590.00   |
| 0006 | DIVING CREW (WD), TIMBER<br>MMB021M                                   | 160.00   | HOUR | 191.94   | 30,710.40    |
| 0007 | REPAIR CATEGORY "A", TIMBER<br>MMB004M                                | 5,000.00 | HOUR | 349.02   | 1,745,100.00 |
| 0008 | REPAIR CATEGORY "A" (WD), TIMBER<br>MMB005M                           | 600.00   | HOUR | 0.01     | 6.00         |
| 0009 | REPAIR CATEGORY "B", TIMBER<br>MMB006M                                | 150.00   | HOUR | 1,069.75 | 160,462.50   |
| 0010 | REPAIR CATEGORY "B" (WD), TIMBER<br>MMB007M                           | 150.00   | HOUR | 0.01     | 1.50         |
| 0011 | REPAIR CATEGORY "C", TIMBER<br>MMB008M                                | 500.00   | HOUR | 1,013.08 | 506,540.00   |
| 0012 | REPAIR CATEGORY "C" (WD), TIMBER<br>MMB009M                           | 200.00   | HOUR | 0.01     | 2.00         |
| 0013 | REPAIR CATEGORY "D", TIMBER<br>MMB010M                                | 1,500.00 | HOUR | 289.72   | 434,580.00   |

| LINE  | ITEM DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---|---|----------|------|--------------|--------------|
|   |   |          |      | DOLLARS   CT | DOLLARS   CT |
| 0014  | REPAIR CATEGORY "D" (WD), TIMBER<br>MMB011M                 | 160.00   | HOUR | 264.00       | 42,240.00    |
| 0015  | FORCE ACCOUNT, LABOR, EQUIPMENT AND<br>MATERIALS<br>MMB091M | 1.00     | DOLL | 1,700,000.00 | 1,700,000.00 |
| TOTAL<br>SECTION 0001<br>BRIDGE   |   |          |      |              | 5,323,383.92 |
| TOTAL PRICE   |   |          |      |              | 5,323,383.92 |
| (THIS SPACE FOR DEPARTMENT USE ONLY)  |   |          |      |              |              |
| EXTENSIONS AND ADDITIONS OF ITEMS IN THIS PROPOSAL HAVE BEEN VERIFIED.<br>ERRORS, IF ANY, HAVE BEEN IDENTIFIED AND CORRECTED IN ACCORDANCE WITH<br>DEPARTMENT SPECIFICATIONS. |   |          |      |              |              |
| <br>EXAMINER<br>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.

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 AWARDING 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)

GENERATED 08-10-11  
REVISED

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.



CONTRACT NORTH 2012

VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
MIDDLESEX, MONMOUTH, MORRIS, PASSAIC, SOMERSET, SUSSEX,  
UNION & WARREN COUNTIES.

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

MAINTENANCE TIMBER/UNDERWATER STRUCTURAL REPAIR & INSPECTION  
CONTRACT NORTH 2012  
VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
MIDDLESEX, MONMOUTH, MORRIS, PASSAIC, SOMERSET, SUSSEX,  
UNION & WARREN COUNTIES.

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REVISED

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 Maint Timber/Underwater Structural Repair

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.

-----  
Check: 5AA811F5      Amendment Count: 0

**MAINTENANCE TIMBER/UNDERWATER STRUCTURAL REPAIR AND  
INSPECTION CONTRACT, NORTH 2012**

**Various Sites in Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth,  
Morris, Passaic, Somerset, Sussex, Union & Warren Counties**

**DP# 11404**

**100% STATE**

Bid Date: 09/01/2011

**ADDENDUM NO. 1**

**Page No. 1 of 1**

**The following CHANGES are made to the SPECIAL PROVISIONS:**

**All references to Category "E" and Category "F" are deleted.**

**Below is the response to the question received from a planholder:**

**The following questions were received from Trevcon Construction Co.**

**Question:** "Items "E" and "F" are not part of the Bid Proposal but are shown and described on Pg. 36/45. Are these items NOT part of the proposal? If they are, how does the contractor get paid?"

**Response to Question:** Items "E" and "F" were removed from the Proposal but not the Special Provision. Please refer to the changes in this addendum.

MAINTENANCE TIMBER/UNDERWATER STRUCTURAL REPAIR & INSPECTION  
CONTRACT NORTH 2012  
VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
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STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 1 through 1 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.

---

Check: 5AA811F5

Amendment Count: 0

CONTRACT NORTH 2012

VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
MIDDLESEX, MONMOUTH, MORRIS, PASSAIC, SOMERSET, SUSSEX,  
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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.

CONTRACT NORTH 2012

VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
MIDDLESEX, MONMOUTH, MORRIS, PASSAIC, SOMERSET, SUSSEX,  
UNION & WARREN COUNTIES.DP NUM 11404  
BIDDER 3955GENERATED 08-10-11  
REVISED

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

CONTRACT NORTH 2012

VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
MIDDLESEX, MONMOUTH, MORRIS, PASSAIC, SOMERSET, SUSSEX,  
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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.

=====

CERTIFICATION ON BEHALF OF A COMPANY, JOINT VENTURE, TRYVENTURE PARTNERSHI 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;

CONTRACT NORTH 2012

VARIOUS SITES IN BERGEN, ESSEX, HUDSON, HUNTERDON, MERCER,  
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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: Executive Vice 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

=====

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. Yes \*\*\*

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: Harry W. Coleman, Jr

-----

Check: 5AA811F5 Amendment Count: 0





## 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 22, 2011

Vaughan S. Grundy III, President  
IEW Construction Group Inc.  
75 Sculptors Way  
Trenton, NJ 08619

**RE: Maintenance Timber/Underwater Structural Repair and Inspection  
Contract North 2012, Various Locations – North Region  
DP Number: 11404**

Dear Mr. Grundy:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Timber/Underwater Structural Repair and Inspection Contract North 2012, Various Locations** to your firm on **September 20, 2011**. The Contract amount is **\$5,323,383.92**. 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.**

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.

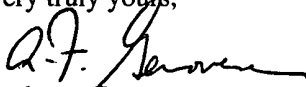
Form AA-201 can also be found on the Department of the Treasury's website at [http://www.state.nj.us/treasury/contract\\_compliance/ccmail.shtml](http://www.state.nj.us/treasury/contract_compliance/ccmail.shtml)

Please complete and submit Form AA-201 as follows:

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

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

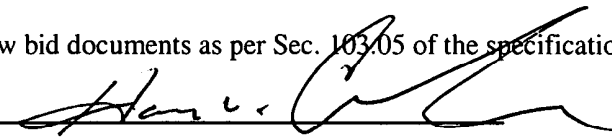
Very truly yours,

  
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, A. Tunnard, E. Lambert, K. Patel, R. Shaw, A. Ghorbani, C. Conrad, T. Leach, M. Abbott, L. Bartleson,

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

Authorized Signature 

Print Name: HARRY W. COLEMAN JR.  
EXEC. VICE PRESIDENT

Title: \_\_\_\_\_

## CONTRACT

THIS AGREEMENT Made this 21st 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 IEW Construction Group, Inc. with a principal office location at 75 Sculptors Way, Trenton, NJ 08619 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 Timber/Underwater Structural Repair and Inspection Contract, North 2012, Various Locations - North Region, Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union and Warren Counties; 100% State, PE No: 2621578, CE No: 2621583, DP No: 11404.

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.

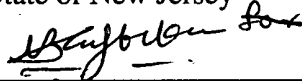
In consideration of the covenants contained herein the Department hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of five million, three hundred twenty-three thousand, three hundred eighty-three dollars and ninety-two cents (\$5,323,383.92).

-OVER-

**IEW Construction Group, Inc.**  
**Maintenance Timber/Underwater Structural Repair and Inspection**  
**Contract North 2012, Various Locations - North Region**  
**DP Number: 11404**

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

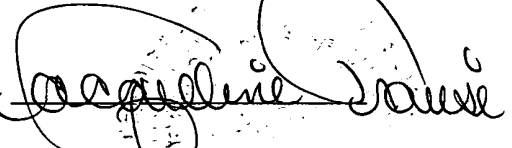
  
\_\_\_\_\_  
(N. B. Kasbekan)

State Transportation Engineer

Deputy

Date: 10/21/11

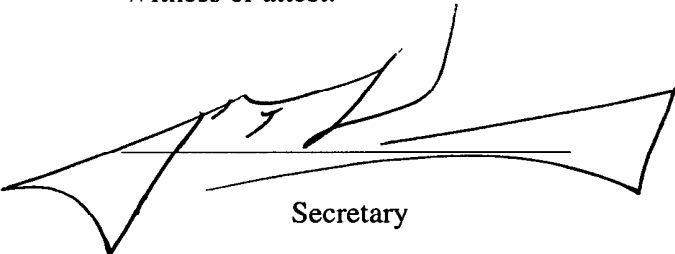
Witness, Attest, Affix Seal:

by   
\_\_\_\_\_  
Secretary

New Jersey Department of Transportation

Date: October 21, 2011

Witness or attest:

  
\_\_\_\_\_  
Secretary

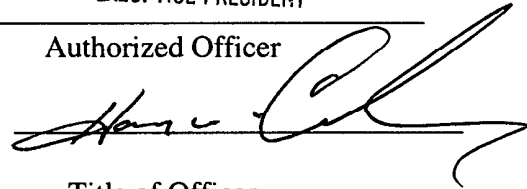
JOHN F. DEMPSEY

(Also print or type name)

**IEW Construction Group, Inc.**

HARRY W. COLEMAN JR.  
EXEC. VICE PRESIDENT

Authorized Officer



Title of Officer

(Also print or type name) HARRY W. COLEMAN JR.  
EXEC. VICE PRESIDENT

**AFFIX SEAL IF A CORPORATION**

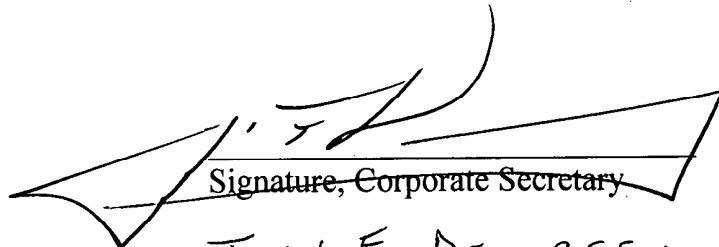


CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that Vaughan S. Grundy, III, President, Harry W. Coleman, Jr., Executive Vice President, Robert N. Tampellini, Vice President, and Darrell Harms, Vice President, 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 Timber/Underwater Structural Repair and Inspection Contract, North 2012, Various Locations – North Region, DP No: 11404.

I, John F. Dempsey, Secretary of a Corporation of New Jersey, CERTIFY that this is 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 AUGUST 23, 2011, 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.

DATED: 10/3/11

A handwritten signature in black ink, appearing to read "J. F. Dempsey", is written over a horizontal line. The signature is enclosed within a hand-drawn, irregular rectangular box.

Signature, Corporate Secretary

JOHN F. DEMPSEY  
Print Name, Corp. Secretary

AFFIX CORPORATE SEAL

**IEW CONSTRUCTION GROUP**

Corporate Headquarters 75 Sculptors Way Trenton, NJ 08619 | Mailing Address P.O. Box 8008 Trenton, NJ 08650  
P 609.586.5005 | F 609.586.0356 | [www.iewconstructiongroup.com](http://www.iewconstructiongroup.com)

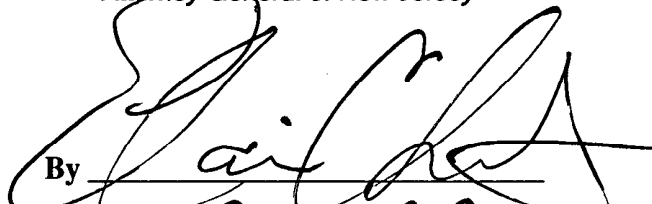
*An Equal Opportunity Employer*

**Maintenance Timber/Underwater Structural Repair and Inspection Contract, North 2012,  
Various Locations –North Region, Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex,  
Monmouth, Morris, Passaic, Somerset, Sussex, Union and Warren  
DP No: 11404**

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 10/20/11