



Sandy

New Jersey Department of Transportation

Contract: 11412
Change Order: 005 Approved

03-Dec-2012

Page 1 of 2

DC-173

Contract Details

Route: Section: Region: HQ	Contractor: MOUNT CONSTRUCTION CO., INC. 427 S. WHITE HORSE PIKE BERLIN, NJ 08009	Funding: 100% State Fed Project#: 100% STATE State Project#: 2621586												
Project: 11412 Description: MAINTENANCE DRAINAGE CLEANING, VIDEO & REPAIR DP NO.: 11412. VARIOUS LOCATIONS IN REGION CENTRAL	<table border="1"> <thead> <tr> <th></th> <th>Road</th> <th>Bridge</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Original Contract Amt:</td> <td>\$950,008.16</td> <td>\$0.00</td> <td>\$950,008.16</td> </tr> <tr> <td>Current Contract Amt:</td> <td>\$8,300,008.16</td> <td>\$0.00</td> <td>\$8,300,008.16</td> </tr> </tbody> </table>			Road	Bridge	Total	Original Contract Amt:	\$950,008.16	\$0.00	\$950,008.16	Current Contract Amt:	\$8,300,008.16	\$0.00	\$8,300,008.16
	Road	Bridge	Total											
Original Contract Amt:	\$950,008.16	\$0.00	\$950,008.16											
Current Contract Amt:	\$8,300,008.16	\$0.00	\$8,300,008.16											

Change Order Summary

	Road	Bridge	Total	
Extra Work:	\$2,100,000.00	\$0.00	\$2,100,000.00	Extensions This Change Order: 0
Increases:	\$0.00	\$0.00	\$0.00	Original Completion Date: 12/31/12
Decreases:	\$0.00	\$0.00	\$0.00	Approved Extensions (All Change Orders): 0
				Approved Adjusted Compl Date: 12/31/12
				Extensions Not Yet Approved This Change Order: 0

Change Order Approvals

Approval Level	Approval Group	Designee	Date Approved
1	Contractor Proxy	Diehl, Dennis, A	12/3/2012
2	Resident Engineer	Diehl, Dennis, A	12/3/2012
3	Field Manager	Desai, Alkesh	12/3/2012
4	Regional Cst Eng/Maint. Manager	Bhandari, Harish	12/3/2012

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



New Jersey Department of Transportation

Contract: 11412
Change Order: 005 Approved

03-Dec-2012

Page 2 of 2

DC-173

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: Route 35

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:

Table with 2 columns: Item No. and Amount. Row 1: Item No. 9001 Force Account, Sandy FEMA Emergency Repair \$ 400,000.00. Row 2: Item No. 9002 Force Account, Sandy FHWA Emergency Repair \$1,700,000.00

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:

Table titled 'Extra Work' with columns: Line#, Item#/Description, Qty, Unit, Unit Price, Amount. Includes sub-total and Change Order Total of \$2,100,000.00.



New Jersey Department of Transportation

Contract/DP File: 11412

Change Order : #005

Job Number: 2205547

SANDY

DC-174

PARTICIPATION BREAKDOWN THIS CHANGE ORDER

Federal Project No. OR Participating Agency		EXTRA	INCREASES	DECREASES
100% State	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
100% State <small>Pending FEMA Reimbursement (FEMA) - DR-4086-NJ Item No: 9001</small>	ROAD	\$ 400,000.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	ROAD	\$ 400,000.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL	\$ 400,000.00	\$ 0.00	\$ 0.00

Net Total Road	\$ 400,000.00
Net Total Bridge	\$ 0.00
Net Total for CO	\$ 400,000.00



New Jersey Department of Transportation

Contract/DP File: 11412

Change Order : #005

Job Number: 2205546

SANDY

DC-174

PARTICIPATION BREAKDOWN THIS CHANGE ORDER

Federal Project No. OR Participating Agency		EXTRA	INCREASES	DECREASES
100% State	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
(FHWA) - NJ13(001) Item No: 9002	ROAD	\$ 1,700,000.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	ROAD	\$ 0.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	ROAD	\$ 1,700,000.00	\$ 0.00	\$ 0.00
	BRIDGE	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL	\$ 1,700,000.00	\$ 0.00	\$ 0.00

Net Total Road	\$ 1,700,000.00
Net Total Bridge	\$ 0.00
Net Total for CO	\$ 1,700,000.00

CONTRACT AND BOND

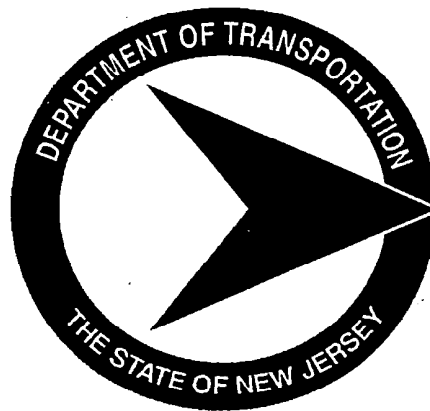
CONTRACTOR: Mount Construction Co., Inc.

**PROJECT: Maintenance Drainage Cleaning, Video and
Repair, Contract, Central-2012
Various Locations in the Central Region**

CONTRACT NUMBER: Central - 2012

FEDERAL PROJECT NUMBER: 100% STATE

DP NUMBER: 11412



NEW JERSEY DEPARTMENT OF TRANSPORTATION

Mailing
PO Box 600
Trenton, NJ 08625-0600

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



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

February 22, 2012

NOTICE TO PROCEED

Mr. David S. Smith, President
Mount Construction Co., Inc.
427 South White Horse Pike
Berlin, NJ 08009

RE: Maintenance Drainage Cleaning, Video and Repair Contract, Central-2012;
Various Locations in Central Region, 100% State
DP No: 11412

Dear: Mr. Smith:

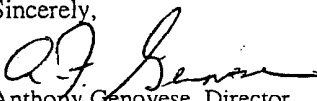
Attached is a conformed copy of the Contract and Bond on the above-indicated project. On **February 17, 2012**, the Commissioner of Transportation executed the contract.

This constitutes your Notice to Proceed with the work of this contract in accordance with the provisions of Subsection 108.02 of the Specifications. As per Section 109.05 of the Specifications, estimate certificates for this project shall be dated the **30th** of each month with the first estimated date of **March 30, 2012**. Enclosed is your proposal bond, which was submitted with your bid.

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

Mr. Alkesh Desai
Bureau of Maintenance Engineering and Operations
1st Floor, E&O Bldg.
1035 Parkway Avenue
Trenton, NJ 08625
Telephone: 609-530-2974

Sincerely,


Anthony Genovese, Director
Division of Procurement


AG: jj

cc: J. Sigle, B. Fleisch, V. A. Brown, H. Bhanderi, A. Tunnard, M. Davis, M. Moran, J. Miller, D. Thorn, A. Desai, S. Eskander, K. Pathak, A. Genovese, K. Desai, Q. Viernes,

NEW JERSEY DEPARTMENT OF TRANSPORTATION

MEMORANDUM

TO: Judy Sigle
Director of Accounting & Auditing

FROM: Anthony Genovesi  Director
Division of Procurement

DATE: February 22, 2012

PHONE: 5-2103

SUBJECT Maintenance Drainage Cleaning, Video and Repair Contract, Central-2012;
Various locations in Central Region, Counties of Hunterdon, Mercer, Middlesex,
Monmouth, Ocean, Somerset, and Warren- South of Route 57; 100% State,
DP No: 11412.

Attached is a conformed copy of the contract with Mount Construction Co., Inc. the low bidder on the above-identified project.

Attachment

RECEIVED
FEB 23 2012
DIRECTOR'S OFFICE
ACCOUNTING & AUDITING

TABLE OF CONTENTS

Maintenance Drainage Cleaning, Video and Repair Contract Central-2012
Various Locations in the Central Region, 100% State
DP No: 11412.

Verification of Authorized Name

Certificate of Award

Pages 1 to 51 inclusive for General, Road, and Bridge Provisions.

The following Wholly State funded project Attachments is 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.

Prevailing Wage Rate for Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset, 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 11

Addenda Nos. 1 through 2 inclusive with acknowledgement

Public Law 2005, Chapter 51

Award Letter with Acknowledgement

Table of Contents (continued)

Contract DC-81

Payment Bond

Performance Bond

Corporate Resolution

Proof of Valid Business Registration with the Division of Revenue

Certificate of Public Works Contractor Registration

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

Chapter 51 Approval

Approval as to Form

Mount Construction Co., Inc.

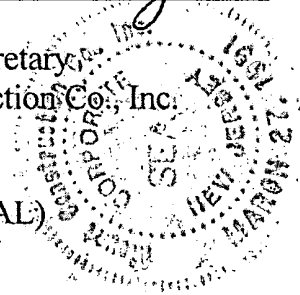
Let this serve as notice that David Smith and David S. Smith of this corporation are one and the same person.

I, Janet Finnigan, Asst. Corp. Secretary of a Corporation of New Jersey CERTIFY that this is a true statement.

DATED: 1-26-12

Janet Finnigan
Janet Finnigan
Asst. Corp. Secretary,
Mount Construction Co., Inc.

(SEAL)



This document was acknowledged before

me on 26th Jan. 2012 [Date] by

Janet Finnigan
[name of principal].

[Notary Seal]



Julie A. Barrett

(Signature of Notarial Officer)

Notary Public for the Commonwealth of New Jersey

My commission expires: 11-12-2014

CERTIFICATE OF AWARD MEO

PROJECT: Maintenance Drainage Cleaning, Video and Repair Contract, Central-2012; Various locations in Central Region, Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset, and Warren- South of Route 57; 100% State, PE No: 2621588, CE No: 2621586, DP No: 11412

(A) DESIGNATION AND DESCRIPTION OF PROJECT

Maintenance Drainage Cleaning, Video and Repair Contract, Central-2012; Various locations in Central Region, Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset, and Warren- South of Route 57; 100% State, PE No: 2621588, CE No: 2621586, DP No: 11412

(B) CERTIFICATION AS TO PUBLICATION AND NOTICE

In accordance with action taken on October 18, 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 December 08, 2011.

<u>Trenton Times</u>	on <u>11/03/11, 11/10/11, 11/17/11</u>
<u>Hunterdon County Democrat</u>	<u>11/03/11, 11/10/11, 11/17/11</u>
<u>HNTLEGALS@gannett.com</u>	<u>11/03/11, 11/10/11, 11/17/11</u>
<u>Asbury Park Press</u>	<u>11/03/11, 11/10/11, 11/17/11</u>
<u>The Bernardsville News</u>	<u>11/03/11, 11/10/11, 11/17/11</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 December 08, 2011. After receipt, all bids were examined for acceptability and accuracy. All bids were corrected when required and ranked as follows:

CONTRACTOR	BID AMOUNT
(1)Mount Construction Co., Inc. (M6816)	\$950,008.16
(2)Total Center Maintenance, Inc. (T6778)	\$997,106.90
(3)IEW Construction Group, Inc. (I2943)	\$1,076,098.68
(4)Lucas Construction Group, Inc. (L9025)	\$1,121,962.00

Examiner, Bureau of Construction Services:

Dunstan Viernes
Print Name

Senior Engineer
Title

[Signature]
Signature

CERTIFICATE OF AWARD MEO

PROJECT: Maintenance Drainage Cleaning, Video and Repair Contract, Central-2012; Various locations in Central Region, Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset, and Warren- South of Route 57; 100% State, PE No: 2621588, CE No: 2621586, DP No: 11412

(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 his price bid.

Andrew J. Tunnard 1/3/2012
Andrew J. Tunnard, Director, 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 _____.

Karen Abbott, Supervisor Federal Aid Section

(F) STATUS OF FUNDS

Approved as to funds.

Judith Sigle
~~Judith Sigle~~ - Director, Division of Accounting & Auditing
ACTING

(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 Mount Construction Co., Inc. the lowest responsible bidder.

Eli D. Lambert, III 1/4/12
Eli D. Lambert, III, P.E., State Transportation Engineer Date

Richard M. Shaw 1/4/12
Richard M. Shaw, Assistant Commissioner, 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 _____

January 04, 2012
Date

Jacqueline Trausi
Jacqueline Trausi - Secretary,
New Jersey Department of Transportation

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

AFFIX SEAL

REVISED

SPECIAL PROVISIONS

Maintenance Drainage Cleaning, Video and Repair Contract, CENTRAL - 2012

DP 11412

Various locations in the Central Region.
Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset and
Warren-South of Route 57.

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 51 inclusive.

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

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

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

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

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

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

101.04 INQUIRIES REGARDING THE PROJECT

1. **before Award of Contract.**

THE FIRST PARAGRAPH IS CHANGED TO:

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

2. **after Award of Contract.**

Mr. Alkesh Desai,
Bureau of Maintenance Engineering and Operations
1035, Parkway avenue
Trenton, NJ 08625
Telephone: 609-530-2974

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

102.03 REVISIONS BEFORE SUBMITTING A BID

THE SECOND PARAGRAPH IS CHANGED TO:

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

SECTION 104 – SCOPE OF WORK

104.01 INTENT

THE FOLLOWING IS ADDED:

The intent of this contract is to provide the Department with

1. Cleaning, video inspection and complete inventory of the existing highway drainage facilities within jurisdiction of the New Jersey Department of Transportation.
2. Repairing, replacing, grading, re-shaping, removing and constructing new facilities such as ditches, channels, pipes, structures, basins, chambers etc. within the jurisdiction of the New Jersey Department of Transportation.
3. Provide one crew each with appropriate equipment for **Drainage Cleaning and Video Inspection work** and **Drainage Repair Work**. Drainage Cleaning and video inspection crew shall consist of minimum three persons.

❖ WORK SITES:

Work sites will be locations in Central Region as identified by the RE.

The Department has the right to perform any cleaning, video inspection, repair and inventory of existing highway drainage facilities within the limits of this contract itself or by any other contractor whenever the Department determines that such work is in the public's interest and safety.

NOTE:

- **If night work is required by the RE there will be no adjustment in the various pay items. The Contractor may elect to work at night. However, the RE must be notified 2 weeks before the first night of Work and approve of the action. All nighttime operations shall conform to Section 108.06.**

THE FOLLOWING IS ADDED:

Work in this Contract may not be limited to any specific location. No adjustments in cost will be considered for work performed at various locations provided. Work locations will be limited to the counties specified in the description of this project. The Department makes no estimate as to the number of existing storm drainage features (pipe, structures, ditches etc.) to be addressed at any location. The work locations will be determined by RE on the "If and Where" directed basis for this contract. The work locations for Drainage Repair and Drainage Cleaning/Inspection will be determined by RE and may not be adjacent to each other. During the course of this contract, specific locations and quantities of the various items to be performed will be determined by the Department.

NOTE:

- Additional locations may be added or priorities may be changed as the Department deems necessary during the term of this Contract.
- The Contractor shall not receive additional compensation of any pay item due to changes in work locations, adjustments in work sites priorities and/or being directed to address a drainage problem, which may mean the suspending of Work at the current location and returning after the problem site is addressed.

THE FOLLOWING IS ADDED:

Work must be performed in order to restore facilities to their original or directed hydraulic capacity and function. The Work will include tasks as the removal of sediment, debris, roots and/or vegetation in pipelines, drainage structures, storm water intakes & outfalls, repair/ replacement of drainage structures and pipes and the stabilization of areas subject to erosion. Any excavated surface shall be restored to its original shape and size as per standard specifications.

Revised

Maintenance Drainage Cleaning, Video and Repair Contract, Central – 2012

All work will be performed in accordance with the “New Jersey Department of Transportation Soil Erosion and Sediment Control Standards” and will be undertaken within the jurisdiction of the Department.

The Department will or will not specify the equipment or methodology employed for cleaning and repairing of the drainage systems. However, specific guidelines are established which will ensure that all solids and liquids generated will be handled and disposed of as specified in Waste Management Plan.

Contractor shall work at one location until such location is completed and shall employ one crew only, unless otherwise directed by the R.E.

❖ **IN CASE OF EMERGENCY SITUATION:**

- The cleaning, video inspection, repairing, rehabilitating and dewatering work required under this contract may be of an emergency or unplanned nature, to relieve or correct a potential hazardous condition to the traveling public. RE shall decide if the work to be considered is of emergency nature or not.
- In order to accommodate these needs, the contractor must maintain and have available within a four (4) hour notice, 24 hours daily, during any day of the year, the labor, tools, materials, and equipment to inspect and repair the existing drainage facilities to alleviate flooding or other drainage related hazards throughout the State.
- The contractor has a maximum of four (4) hours to respond to emergency or unplanned requests for all aspects of work within the scope of work for this contract.
- The RE reserves the right to choose between the repair crew and the cleaning/inspection crew or both crews to be called upon during the emergency work. The RE reserves the right to choose and call another contractor for the emergency situation work. The RE reserves the right to cancel or suspend operations for any equipment breakdowns, which may delay the progress of the work, or direct the Contractor to provide replacement equipment within an agreed time frame. If the RE cancels or suspends the work operation due to equipment breakdown, the Contractor will only be paid for the hours equipment was operational, with no regard to the minimum time. The Contractor agrees that any cancellations or suspensions by the RE for equipment breakdowns shall not be the basis for any claim.
- The four (4) hours per day minimum will not include time required for mobilization or travel to and from work sites. In the event that the call out work requires less than four (4) hours, the Department reserves the right to move the Contractor to another site during the callout. Payment for movement between any statewide job sites during such emergency will be considered as part of the initial call out.
- No specific payment will be made for the cost of maintaining the labor, tools, materials, and equipment at a ready status. The cost of doing so will be deemed to be included in the bid prices for the various scheduled pay items.
- The Contractor will be paid one time per location under emergency mobilization item for mobilizing the required crew or crews, required material and required equipment for any emergency work throughout the State. If both repair crew and cleaning/inspection crew are called at the same location or within 15 miles of two locations for emergency work only one emergency mobilization amount per the pay item shall be paid for both crews.
- Payment for the actual work items during emergency call out will be made under regular pay or bid items of the contract only.

- The Department reserves the right not to address any corrective action identified for any reason; elect to perform needed repair work with Department forces or from other Contractor ; or issue a separate contract for said corrective work.
- The contractor will provide the Department a complete inventory of all drainage pipes and structures repaired throughout the continuance of the contract. The inventory shall include a typed description (and one copy), as well as the data diskette, as outlined in Subsection 157.03.01, Construction Layout.

❖ **VIDEO INSPECTION AND CLEANING**

The CLEANING AND VIDEO INSPECTION work shall be done according to Subsection 601 PIPE.

❖ **The DRAINAGE REPAIR**

The Repair work shall be done according to Subsection 601 PIPE.

❖ **WASTE MANAGEMENT PLAN**

Prior to work, the Contractor shall be required to provide to the Department of Transportation, for review and approval, a waste management plan. The Waste Management Plan shall specify in detail how liquids, solids and debris are to be handled; stored and reused/re-cycled/disposed storage, transportation and disposal of wastes shall be in accordance with all Federal, State and Local regulations.

NOTE:

- For spill containment contingency purposes, the drainage system outfall shall be fitted with oil sorbent boom prior to cleaning of the system. In the event a discharge of a hazardous substance according to N.J.A.C.7:1e-1.7 were to occur into or from the system, the Contractor shall immediately notify the NJDEP spill response hotline. The contractor shall cease activities within the affected system until further instruction is received from the Department.
- The Contractor shall prevent sediment or debris from entering waterways. In the event that material should accumulate at the outfall, it shall be removed, handled and managed appropriately.
- The purpose of these proposed activities is to provide the necessary maintenance of the state highway drainage system so that property damage, structural failures, increased flooding and icing, erosion, and unsafe roadway conditions do not occur.
- The proposed activities will restore all affected areas to their original condition and correct potential safety problems. Thus, there will be a beneficial effect on human health and welfare.

❖ **SOIL, SEDIMENT AND DEBRIS MANAGEMENT**

The Department anticipates that soils/sediments will be managed under one of the following:

1. Disposal as a Solid Waste – (ID-10 materials)
2. Reuse/Recycled

NOTE:

- **Direct Disposal of waste Materials is not an option. An overall waste disposal, reuse and/or recycling plan will be required. The plan shall be presented to and approved by the RE before the start of work.**

- **Either reuse the waste materials as landfill cover, or recycle the materials at a NJDEP approved facility. Each work week the Contractor shall provide the Engineer with a running total of waste that has been disposed of and/or reused/recycled, along with the amount of waste that is waiting disposal and/or reuse/recycling since the last report.**

THE FOLLOWING IS ADDED:

Disposal, reuse and recycling of soil/sediments shall be in accordance with NJDEP Division of Solid Waste's **Guidance Document for the Management of Road Waste** effective august 1994, to include appropriate fees, reviews and approvals.

The Contractor shall screen the materials on-site or at a location approved by the RE, to facilitate separation of undesirable materials from the waste generated by cleaning of drainage pipe and/or ditches. Waste separated from the material to be recycled shall be disposed of as a solid waste ID-10. Certificates of recycling shall be provided to the NJDEP Bureau of Medical Waste, Residuals Management and Statewide Planning, as well as the solid waste coordinator for the county of origin. Empty and laden weigh slips shall be obtained for tracking purposes for source separated non-recyclables disposed of as solid waste.

NOTE:

It is the sole responsibility of the Contractor to store and dispose of the recyclable and disposable material generated during the contractual work.

The Contractor must submit weight tickets for reused/ recycled material and disposable materials to the RE from NJDEP approved facilities on monthly basis. No Monthly estimate shall be processed till RE receives all the weight tickets for reused/recycled material and disposal material.

❖ **DEWATERING OF SEDIMENTS BACK INTO SYSTEM**

Discussions with the NJDEP Division of Solid Waste as well as the review of limited analytical data have determined that the principal contaminants of concern within drainage systems are metals and petroleum hydrocarbons. Subsequently, it has been determined that the separation of solids and return of water to the system shall proceed in the manner prescribed when dewatering of sediments is required.

Water may be separated from the sediments by any number of mechanical or gravitational methods which shall remain unspecified by the Department.

Mechanical separation units shall be operated and maintained in such a manner that waters are properly contained and suspended solids sufficiently reduced prior to release into the system from which the sediments were removed. Sedimentation and Erosion Control measures in place at the outfalls shall be designed and maintained to achieve the 70 percent trap criteria established by the State Soil Conservation Committee.

Water exhibiting "sheen" shall have the sheen removed **prior to its return** to the system by use of oleophilic sorbent materials. Spent sorbent materials shall be disposed of as either a solid waste or a hazardous waste, dependent upon the concentration of petroleum hydrocarbon the material contains at the time of disposal.

Water, in which the "sheen" can't be removed shall not be returned to the system, but shall be containerized and disposed of at a treatment facility permitted to handle such wastewater if so directed by the RE.

No separate payments shall be made to the Contractor for using additional equipment like plugs, flexible Hose etc. for dewatering purpose.

❖ **STOCKPILING OF SOILS/DEWATERED SEDIMENTS**

Stockpiling of soils may be required to obtain representative samples for characterization purposes. Additionally, it may be necessary to stockpile soils until sufficient volume is available to cost effectively transport the soils to the selected disposal facility.

Stockpile locations shall be approved by the Department. Siting of stockpile locations shall not occur within the floodplain and/or wetlands. Due to potential unavailability of right of way sufficient in area to allow the stockpiling of soils without creating a hazard to vehicular traffic, the Department may, at its discretion, utilize stockpile areas provided by the contractor. In no instance shall soils originating from One County be permitted to be stockpiled or disposed of in another County. The contractor is responsible for transporting, renting and maintaining of the containers and/or space to store the stockpiling on a temporary basis and then for the transport of stockpiling to the disposal facility. No separate payment will be made for storing and disposal of waste stockpiling.

Stockpiles shall be bottom-lined with plastic at least 10 ml in thickness, and shall be covered and maintained at all times with plastic of a minimum thickness of 10 ml. The stockpile shall be suitably secured at all times to prevent exposure of the pile under windy conditions. Hay bales shall ring the stockpile to prevent erosion through overland runoff. The stockpiles should be covered by silt fence around them. The stockpiles shall be maintained throughout the period for which they remain. Stockpiles shall not remain in excess of one month from the date of first placement of material at the location.

The area under the stockpile shall be restored to its previous elevation and stabilized with vegetation to prevent erosion upon its removal, at no additional cost to the Department.

Minimal handling conditions shall be those described in Guidance Document for the Management of Road Waste effective August 1994.

❖ TRANSPORTATION

Waste materials shall only be transported by vehicles having current NJSWA hauling certification. Trucks shall be covered with tarp(s) and shall not be permitted to leak residual waters. The material shall be sufficiently dewatered prior to loading, or the trucks into which the material is loaded must be water tight or lined.

❖ SEDIMENTATION AND EROSION CONTROL

Sedimentation and erosion control measures shall be in place prior to disturbance of area which would cause erosion and/or sedimentation to occur. Sedimentation and erosion control measures shall be employed "to the maximum extent practical to assure economical, effective and continuous erosion control throughout the life of the contract". If and when directed, erosion and sedimentation control shall be installed as specified. Sedimentation and erosion control measures which may be employed include silt fence, hay bales, and floating turbidity barrier.

Disturbed areas shall be restored to their original contours and stabilized by the placement of a grass seed and mulch recommended by the Bureau of Landscape Architecture. Department personnel will monitor the progress of re-vegetation and, if the stabilization is not successful, such areas shall be re-stabilized. Grass seed and mulch shall be reapplied during the subsequent growing season.

If a storm water outfall needs to be stabilized beyond the original work area, stabilization methods shall be limited to a maximum of 25 feet per outfall or as directed by the RE.

Material removed from within the drainage systems shall be reused or recycled. Direct disposal of waste is not an option.

Disposal of Trash and Bulky Waste" shall only be done when the material does not meet reuse/recycled standards and/or when directed by the RE.

Screening or other acceptable methods (which shall be noted in the overall waste plan) may be needed so that the waste generated meets the standards for reuse/recycled material.

104.02 Value Engineering

There will be no Value Engineering proposal within this contract.

104.03.04 Contractual Notice

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

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

104.03.08 FORCE ACCOUNT

THE FOLLOWING IS ADDED:

Materials

All the materials shall conform to the appropriate subsection of Division 900, as modified by these Special Provisions. All materials shall be approved by the RE prior to their procurement by the Contractor.

NOTE: The RE may require a "Certification of Compliance" as specified in 106.07

The Department reserves the right to supply the Contractor with materials purchased through Department vendors for use on this contract. The Contractor shall make no claim for payment of any additional compensation for materials which have been supplied by the Department.

Any additional materials that are purchased for use at the particular site will be delivered to the site or such other locations as decided by the RE. Any excess material shall become the property of the Department.

The Contractor can expect compensation for hauling or transporting access material to the Department facility or location directed by the RE.

All materials purchased, and all materials salvaged, or removed from the work site will become property of the State, however at the option of Engineer, these materials and/or remainders of these materials may be abandoned and given to the contractor for removal and disposal.

Labor / Equipment/ Material

In the event a repair option being proposed does not reflect the work items listed on the bid proposal, the RE may allow compensation for labor and/or equipment and/or material under the non-bid item FORCE ACCOUNT.

The intent of force account item is to provide a means to reimburse the Contractor for work not covered under the various proposed bid items within the contract that will require manpower of any skill and/or equipment and/or material of any type.

9. Overhead.

THE FOLLOWING IS ADDED:

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NOTE: All equipment purchased by the Contractor and paid for by the Department, will become property of the Department.

MEASUREMENT AND PAYMENT

The Department will measure and make payment for items listed as follows:

<i>Item</i>	<i>Pay Unit</i>
FORCE ACCOUNT	DOLLAR

This item is considered “Non-Bid or No-Bid” item. The Department will make payment for actual costs as documented from paid invoices.

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

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

SECTION 105 – CONTROL OF WORK

105.02 RESPONSIBILITIES OF THE CONTRACTOR

THE FOLLOWING IS ADDED:

1. Provide 1 or more additional, (Cleaning, Camera, Safety, etc.) crews, when necessary, to meet the completion date.
2. **a.** Begin work within 5 working days after he receives verbal notification from the RE.
b. On projects or sites that are determined by the RE to be of emergency nature, the Contractor shall begin work within **four hours** after he receives verbal notification from the RE.
3. Notify the respective affected utility owners of the proposed work, when 5 working days response is required.
4. During the contract advise the RE at least 7 days prior to commencement each week for the following week.
5. Not begin work at any location until the location and extent of work has been verified and approved by the RE or his representative.
6. Complete and finalize construction operations on a job location on a consecutive-day basis prior to initiating construction on another job site whether it is under jurisdiction of this contract or otherwise.
7. Have on site each working day confine space entry equipment as defined by OSHA and PEOSHA as part of the required equipment the Contractor shall have, but not limited to, would be a “air monitor” to check for harmful atmospheres before a worker entering manholes, catch basins etc, tripods, life line, harness, hoist etc. all within the guide lines set forth for entry into confine spaces.
8. Provide the phone numbers of a person who could be contacted in case of an emergency, “**7 days a week 24 hours a day**”.
9. Provide emergency spill response.
10. Provide one crew each for Drainage Repair Work and Drainage Cleaning and video work at any time.
11. Notify RE at least Twelve (12) hours earlier if work is going to be canceled by the Contractor at the particular day.

105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

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.

THE FOLLOWING ITEMS ARE ADDED INTO TABLE 105.05-1, UNDER THE "CERTIFIED" COLUMN:

DMS Sign Support Structure
DMS Standard Ground Mounted

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

B. Locating Existing Facilities.

2.

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

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

3.

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

FOR WEIGH IN MOTION AND TRAFFIC VOLUME SYSTEMS CONTACT:

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

FOR ROAD WEATHER INFORMATION SYSTEMS CONTACT:

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

C. Protection of Utilities.

Location	Speed	Number Per Day	Time

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED TO THE SIXTH PARAGRAPH

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

SECTION 106 – CONTROL OF MATERIAL

106.02 DEPARTMENT-FURNISHED MATERIAL

106.03 FOREIGN MATERIALS

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

No substitution is permitted.

SECTION 107 – LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

THE FOURTH PARAGRAPH IS CHANGED TO:

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

107.09 INDEPENDENT CONTRACTOR

THE SECOND SENTENCE IS CHANGED TO:

It shall neither hold itself out as, nor claim to be, an officer or employee of the Department by reason hereof.

Revised

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107.11 RISKS ASSUMED BY THE CONTRACTOR

1. Damage Caused by the Contractor.

THE FOLLOWING IS ADDED:

For projects within the limits noted below, the designer shall include the following additional clause with the respective limits for the project.

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

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

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

107.12.01 Satisfying the Notice Requirements

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

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

107.12.02 Steps

3. Step III, Claims Committee.

THE SECOND PARAGRAPH IS CHANGED TO:

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

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:

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

THE FOURTH PARAGRAPH IS CHANGED TO:

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

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

- 4. Progress schedule as specified in 153.03

108.06 NIGHT OPERATIONS

- 2. **Visibility Requirements for Workers and Equipment.**

THE FIRST PARAGRAPH IS CHANGED TO:

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

108.08 LANE OCCUPANCY CHARGES

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

The rate to calculate the Lane Occupancy Charge is as follows:

Description	Rate per Minute/Lane
OVERRUN OF ALLOWABLE TIME LIMITS FOR 1 LANE AND RAMP CLOSURES	\$10.00

108.09 MAINTENANCE WITHIN THE PROJECT LIMITS

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

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

108.10 CONTRACT TIME

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

108.11.01 Extensions to Contract Time

B. Types of Delays.

- 1. **Non-Excusable Delays.**

THE FOLLOWING IS ADDED:

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

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

2. Excusable, Non-Compensable Delay.

b. Utilities.

THE FOLLOWING IS ADDED:

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

THE LAST PARAGRAPH IS CHANGED TO:

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

108.12 RIGHT-OF-WAY RESTRICTIONS

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

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

1. Fails to begin construction operations within 25 days of execution of the Contract.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

- C. For each day that the Contractor fails to achieve Completion as specified in Subpart C of Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$1000.00

THE FOLLOWING IS ADDED:

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

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE SECOND PARAGRAPH IS CHANGED TO:

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

109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

109.05 ESTIMATES

THE NINTH PARAGRAPH IS CHANGED TO:

Revised

Maintenance Drainage Cleaning, Video and Repair Contract, Central – 2012

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

109.07 BONDS POSTED IN LIEU OF RETAINAGES

THE FIRST PARAGRAPH IS CHANGED TO:

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

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 152 – INSURANCE

152.03.01 Owner's and Contractor's Protective Liability Insurance

A. Policy Requirements.

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

B. Types

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 Insured's 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.

THE FOLLOWING IS ADDED:

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

152.04 MEASUREMENT AND PAYMENT

THE LAST PARAGRAPH IS CHANGED TO:

The Department will make initial payment for OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE at the lesser of the bid amount, or actual costs as documented from paid invoices, whichever is less.

SECTION 154 – MOBILIZATION

154.01 Description

❖ MOBILIZATION OF DRAINAGE EQUIPMENT

Mobilization shall consist of the preparatory work and movement of personnel, equipment and material to and from each site, and other work performed related to the movement.

THIS SUBSECTION IS CHANGED TO:

Onetime payment for mobilization will be made by the "Unit" for each location at which the RE has directed a crew of the contractor.

There will be no additional payment for mobilization to a "work site", if the site is within a FIFTEEN (15) mile radius of the previous site. There will be no additional compensation for re-mobilization back to a work site to perform any corrective action work. Separate Mobilization will be paid for Drainage Repair crew and Drainage Cleaning / Inspection crew working at the same location provided both crews have been mobilized from a site which is more than fifteen miles apart from the current site. For the regular work mobilization if the locations directed by RE for Cleaning/Video crew and the Repair crew are apart by more than fifteen miles, two separate Mobilization pay item payments shall be made to the contractor.

No separate mobilization payment will be considered for safety and dewatering.

Mobilization shall include all costs associated with moving all equipment from site to site.

Since safety equipment and items must be utilized during cleaning, inspection, and repair work, no separate Mobilization will be considered for Flashing Arrows, Crash Trucks and or related safety items such as Signs, Drums, Cones, etc.

Emergency Mobilization item shall be used for the payment under emergency call out situation only and all other terms of the regular Mobilization shall apply to the Emergency Mobilization except for payment. Only one Emergency Mobilization Payment shall be made to the Contractor for mobilizing one or more crews to the same emergency location.

154.04 MEASUREMENT And Payment

Payment will be made under:

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

NOTE: ITEMS "MOBILIZATION AND EMERGENCY MOBILIZATION" ARE NON-BID OR NO-BID ITEMS.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office

THIS SUB-SECTION IS CHANGED TO:

There will be no field office for this project.

Revised

Maintenance Drainage Cleaning, Video and Repair Contract, Central – 2012

The Contractor shall provide the following equipment for the exclusive use of the RE. The Contractor shall repair or replace damaged equipment throughout the duration of the contract within 48 hours of it becoming inoperable, defective¹ or unutilized. The Contractor shall not be responsible for the replacement of equipment lost or misused by the RE or the Departments staff.

Equipment, supplies and materials required shall be provided to and approved by the RE at or before the preconstruction meeting. The following is added after the last paragraph:

4. Communication Equipment.

- c. **Cell Phones.** Provide 2 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage, unlimited push-to-talk/ walkie-talkie usage and an anticipated monthly usage of 900 any-time minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:

1. Push to Talk, Walkie-Talkie capable
2. Camera with 16 megapixel picture capability
3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
4. Equipped with a hands-free headset or Bluetooth
5. Base charger and car charger

- d. **Computer System.** Provide a computer system meeting the following requirements:

1 Notebook computer configurations each meeting the following:

1. Processor - Intel™ Core®2 Duo up to T9600 (2.80GHz, 6M L2 Cache, 1067MHZ)
Operating System - Genuine Windows XP Professional
LCD Display – At least 17.0 inch wide Anti-Glare
Graphics - nVIDIA Quadra FX 2700M, 512MB Discrete
Sound - Built-in Speakers and webcam.
Memory – minimum 4.0GB, DDR3-1066MHz SDRAM, 4 DIMMS
Primary Hard Drive -250 GB Serial ATA Hard Drive
Ports - 3 USB, 2 Serial ports and VGA monitor AC power
Mouse - USB Wireless Mouse or Built-in Bluetooth Technology with a Bluetooth Travel Mouse
Power - AC power Charger, Additional Back-up Battery (Compatible with Laptop) and AC power Converter - (Universal Car Adapter for vehicle usage)
Keyboard – Full size Key Board
2. Software Package, Latest Version Installed
 1. Microsoft Windows XP; 32 Bit Operating System for DOT's ACES, Extra and Groupwise software
 2. Microsoft Office Professional, latest version with license if required.
 3. Anti-Virus software, latest version with monthly updates for the duration of the contract.
 4. Visio Professional Graphics Software for Windows, latest version.
 5. Norton's System Works for Windows, latest version, or compatible software package
With future upgrades and latest virus patches
 6. Win fax latest version with future upgrades
 7. Adobe Systems Professional, latest version with future upgrades.
3. Additional Accessories And Supplies
 1. 1 Remote USB internet Access Card (Air Card) for the notebook computer and service for the duration of the contract.
 2. 1 Car Adapter Cable.
 3. 1 Custom Leather Carrying Case.

4. 1 59 Work Hr Lith. Ion Battery W/Express Charge Technology.
5. 1 AC Mobile Adapter for each notebook.
6. Belkin 4 port Hi-Speed USB 2.0 Pocket Hub and Travel Surge Protector Bundle.
7. Notebook Expansion Dock w/ Stand.
8. Creative Labs CB 2530 Digital Wireless Headphones w/ Bluetooth.
9. Complete Care Accidental Damage Service to 1Yr Limited Warranty.

Also provide:

- 4 USB 8(or larger) GB Flash/Jump memory drives
- 50 CD-R 700 MB (or larger) recordable CD's compatible with the CD drive and
- 50 recordable DVD's.
- 1 CD/DVD Holder (each holds 50)

3. Additional Accessories And Supplies

- a. One (1) Car Adapter Cable
- b. One (1) Custom Leather Carrying Case
- c. One (1) 59 Work Hr Lith. Ion Battery W/Express Charge Technology
- d. One (1) AC Mobile Adapter for each notebook
- e. Belkin 4 port Hi-Speed USB 2.0 Pocket Hub and Travel Surge Protector Bundle
- f. Notebook Expansion Dock w/ Stand
- g. Creative Labs CB 2530 Digital Wireless Headphones w/ Bluetooth
- h. Complete Care Accidental Damage Service to 1Yr Limited Warranty
- i. Invertors for charging cameras in the car.

6. Office Equipment.

1. 2 digital camera(s). Ensure each digital camera has auto-focus, with rechargeable batteries and charger, 16 GB memory card, USB Memory Card Reader compatible with camera and laptop computer, 3 inch LCD monitor, 12 mega pixel resolution, 6 X optical zoom lens, built in flash, image stabilization, computer connections, and a carrying case.

2. 2 hand held GPS receiver(s) latest version. Ensure each GPS receiver meeting the following:
 1. GPS controller for control of integrated GPS & infield mission planning
 2. GPS connector for connecting integrated GPS to external ports
 3. Windows explorer, internet explorer, inbox, WordPad, transcriber, Microsoft viewers, voice recorder, calculator, Active sync connect to desktop
 4. Terra sync, GPS correct for ESRIARCPAD, GPS pathfinder tools software development kit (SDK), GPS pathfinder office
 5. Subscription to GPS pathfinder express service (for the life of the contract)
 6. 64 MB built-in memory
 7. Accuracy – WAAS enable to sub-meter.
 8. Integrated WAAS
 9. 12 channels minimum
 10. Support module/cradle
 11. Stylus white tip
 12. Interface features, at a minimum, touch screen, soft input panel.
 13. Display, advance outdoor, 230-310 pixel with backlight
 14. Light weight, less than 24 ounces
 15. Home ac/dc charger
 16. Dc auto adapter

17. Water proof and floats
 18. Data and pc communication cables
 19. Minimum battery life of 12 hours
 20. Canvas carrying case with land yard strap for hand held unit
 21. All manuals and pc cables
 22. Large locking case to hold all software & equipment
- Hand held GPS receiver shall be similar or equivalent to the "Trimble" model GEO-XT or current model.

NOTE: 1 All the office equipment provided have to be newly purchased and invoices / receipts shall be provided with all the equipment. All the office equipment becomes property of Department once paid for and will not be returned to the contractor.

2. The Contractor shall install all latest GPS software on to the "laptop" provided. GPS software shall not affect the operation of other programs, such as "ACES".

3. Overall, all software to be acceptable by the RE prior to purchase/placement.

4. providing this equipment in no way suggest the RE will provide GPS information for the video reports. GPS equipment be utilized by the RE and staff to ensure correct data is provided by the Contractor.

All microcomputer equipment shall be installed where directed by the RE. At the time of installation, the contractor shall ensure that the equipment is fully operational and meets all requirements of the Department.

All related software and hardware listed above shall be new and shall be installed. The Contractor shall configure the software to work with the hardware provided. Any accessories for the micro computer shall be able to be used with the micro computer.

The Contractor will not be permitted to use either the microcomputer equipment or any other equipment noted at any time. It is being supplied solely for the Department's use.

The Contractor shall forward all manuals, software, instruction, and literature received for all requested equipment to the RE. The contractor is responsible to maintain all equipment as well as the micro computer in good working condition. Any part of the requested equipment which becomes inoperable or defective shall be replaced within 48 hours.

However work will not commence until computer system is fully operational and back in service.

155.03.03 Telephone Service

THIS SUBPART IS CHANGED TO:

Telephone service consists of monthly charges for cellular phones and Remote Internet access (Air Card) provided for the Contract and shall be paid upon the submission of invoices only.

155.04 MEASUREMENT AND PAYMENT

THE THIRD PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
· FIELD OFFICE EQUIPMENT	LUMP SUM
TELEPHONE SERVICE	LUMP SUM

THE third PARAGRAPH IS CHANGED TO:

The Department will make payment for TELEPHONE SERVICE and FIELD OFFICE EQUIPMENT for the actual costs of the charges as evidenced by paid bills submitted within 60 days of receipt from the service provider for cell phone, USB internet access card and paid invoices for field office equipment.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 CONSTRUCTION LAYOUT

157.03.01 Construction Layout

THE SEVENTH PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING IS ADDED AFTER THE NINTH PARAGRAPH:

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

THE FOLLOWING IS ADDED

For Pipes & Structures Work:

The contractor will label each up stream and down stream structure with milepost and offset (prior to work). Roadway marking paint shall be used to label.

The Contractor will provide one or more written repair options, as directed by the RE, utilizing all data available from a “on site review”, the latest video and/or visual inspection data of pipes and / or structures. The RE shall choose one of the repair options which will be binding for the contractor.

Each option will detail the type of corrective action (excavation/repair), the duration, work zone safety needs for the traveling public and the Contractors work force and scheduled bid items to be utilized.

Note: If none of the initial bid items or adjusted bid items will address the work needs, in whole or in part, the Contractor is to provide a description of the possible work items they feel are needed to complete the task.

If the RE agrees, a new item will be established or one or more of the “Force Account” items will be utilized.

The Contractor will ensure that all repair work conforms to existing line and grades of pipes and structures.

The Contractor will contact local utility companies for mark outs, before the start of any repair work. Once the mark out is completed, the Contractor will make every effort to protect the mark out and utilities. The contractor will also email the Department to request a Fiber Optic Mark Out at the following web site: <http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtml> Allow at least ten days for the mark out. The RE shall request the contractor for emergency mark outs if necessary.

Payment for this item “**Construction Layout**” will include all dealings with local Utilities, Towns, adjacent property owners, labor, material and engineering related to labeling, providing repair options, ensuring repair work conforms local Utility guidelines, Town ordinance’s and to all existing line and grades in addition to requirements outlined in the Standard Specifications, Division 100 Subsection 105.07.

For Ditch & Channel Work:

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The following is added:

For each Ditch and Channel to be addressed, the contractor will provide the RE a "Plan" on what work needs to be done to restore the waterway's intended (originally constructed) drainage capacity.

Before starting the work on a specific existing drainage system, the Contractor shall take a twenty five (25) feet cross section of the waterway. At a minimum, each cross section will be marked with the top of slope, the toe of slope, the width of waterway (top & bottom), and all existing drainage structures as they relate to the overall waterway.

All elevations will be relative to the outfall of the waterway. The Department will not set control or bench marks. The Contractor will establish their own control points and protect these points until all work is completed, including final as-built agreements.

Utilizing the cross sections the contractor will present to the RE for approving, a formal written plan for re-grading, re-shaping, clearing, etc. which will maximize Storm Water flow and ensure proper and safe side slopes.

The "plan" shall include but not limited to:

- Digital pictures (before & after) along the water way.
- Method of work
- Limits of removal of sediments, vegetation, etc.
- Trees to be removed and/or to remain.
- Limits of re-grading/shaping (cuts & fills)
- Bid items to be utilized
- Supplemental work items if needed.
- Possible "Force Account" work.
- Duration of time to do the work
- Related costs (per item & overall)
- Utility concerns and or problems
- Anticipated problems or concerns
- Access problems, limits and or concerns
- Soil erosion plan
- De-watering plan
- Safety setup (roadway and/or work site)
- Personal safety needs.

Note: This plan shall become the sole property of the Department.

The Contractor and the RE will ensure that all work needed is performed within the Department's right-of-way or within an established easement.

After work has been completed, the Contractor along with the RE will re-section the newly shaped waterway, noting the same points as the initial cross section.

This "re-section" will be the basis for final as-built amounts of work performed.

The Contractor will ensure that all shaping, grading and/or removal of unwanted vegetation conforms to the existing lines and grades of all inlet and outfall pipes and structures associated with the waterway being addressed.

When cleaning has been completed, the drainage area shall be free of any low or high points that may trap or pond water to ensure the waterway has a positive drainage flow.

The Contractor will contact local utility companies for “mark outs”, before the start of any work at a particular site. Once the mark out is completed, the Contractor will make every effort to protect the mark out and utility/s. Any “re-marking” required will be at the Contractor’s expense.

The contractor will provide the RE with a drawing of all pipes that feed and/ or drain the Ditch /Swale, noting if cleaning and/or repairs needed.

Payment for this item “**Construction Layout**” will include all dealings with local Utilities, Towns, adjacent property owners, labor, material and engineering related to labeling, providing repair (if needed) options, ensuring repair work conforms local Utility Guidelines, Town ordinance’s and to all existing line and grades in addition to requirements outlined in the Standard Specifications, Division 100 subsection 105.11.

The bid price will also include all cross section and re-cross section work and the establishment of the approved cleaning plan.

There will be no payment, by the Department, for any needed clearing of trees, brush, etc., to perform survey work. The cost of clearing shall be included in the lump sum bid item, “**Construction Layout**”.

The contractor will secure written permission from adjacent property owners to access the work area. Once all work is completed, the contractor will ensure that the property owner is satisfied with all restoration of his/ her property. Copies of all the documents shall be presented to the RE before final acceptance of the work.

Note: The Department reserves the right to reject the initial proposal and request for the additional proposals or options to address the problem area.

The Contractor will not be paid for rejected or additional proposals.

Basis of payment:

Payment will be made under:

<i>Pay Item</i>	<i>Pay Unit</i>
CONSTRUCTION LAYOUT	LUMP SUM

NOTE: PAYMENT FOR CONSTRUCTION LAYOUT ITEM IS ONE TIME PAYMENT FOR THE ENTIRE CONTRACT.

SECTION 158

**SOIL EROSION AND SEDIMENT CONTROL
AND WATER QUALITY CONTROL**

158.03.02 SESC Measures

19. Oil-Only Emergency Spill Kit.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

SPILL PACK:

The Contractor shall provide the RE with two (2) oil only spill pack, each containing the following:

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- 3-3" x 48" oil absorbent socks
- 20-16"x20" oil absorbent pads
- 1-extra large disposal bags w/nylon ties
- 1-pair of nitrile gloves
- 1-Bright & easy to spot packaging case.

Kit should be equal or similar to the New Pig Corporation's spill pack # kit 471.

SECTION 159 – TRAFFIC CONTROL

159.03.02 Traffic Control Devices

2. Construction Barrier Curb.

THE LAST PARAGRAPH IS CHANGED TO:

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

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

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

6. Traffic Control Truck with Mounted Crash Cushions.

THE LAST SENTENCE IS CHANGED TO:

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

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

159.03.08 Traffic Direction

A. Flagger.

THE LAST SENTENCE IS CHANGED TO:

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

159.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

Traffic control devices such as BREAKWAY BARRICADE, DRUM, TRAFFIC CONE, CONSTRUCTION SIGNS, except for "FLASHING ARROW BOARD 4' X 8'" and TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND FLASHING ARROW BOARD 4' X 8', VARIABLE MESSAGE SIGN, shall be paid only up to the maximum contract quantity.

The quantity of traffic control devices measured on a DAY or HOUR basis will be the aggregate total quantity required for that specific item.

The RE will decide quantity of the Traffic Control Trucks to be used. The bid price for Traffic Control items shall include all costs associated with placement, operation and transportation to and from the job site, including labor,

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equipment and materials. No additional cost will be paid except for those items described elsewhere in these special provisions. A unit shall consist of the truck, crash cushion and arrow board.

NOTE: VARIABLE MESSAGE SIGN AND FLASHING ARROW BOARD, 4' X 8' SIZE WILL BE PAID ON PER DAY BASIS FOR UP TO 8 HOURS A DAY AND ON HOURLY BASIS IF USED FOR MORE OR LESS THAN 8 HOURS A DAY.

NOTE: TRAFFIC CONTROL TRUCK WITH MOUNTED CUSHION AND FLASHING ARROW BOARD IS A NON-BID ITEM. TMA WITH MOUNTED CUSHION AND FLASHING ARROWBOARD WILL BE PAID BY THE DAY. ONLY AT THE DESCRETION OF RE CONTRACTOR SHALL USE ADDITIONAL UNITS OF TMA TRUCKS WHEN REQUIRED.

The Department will measure and make payment for items listed as follows:

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

Payment will only be made for the maximum quantity required and not for each use of the various traffic control devices within this contract. Payments for the above mentioned items shall be paid on the basis of the actual use of the item(s) only.

Separate payment will not be made for sign posts or flexible mast arms for construction signs.

The Department will not make payment for traffic control devices which are brought to the job site in an inoperable or unserviceable condition.

All the Traffic control devices shall comply with MUTCD and/or NJDOT Traffic Control Details standards.

THE FOLLOWING IS ADDED TO THIS SECTION:

The Traffic Operations Lane Closure Guide is:

TRAFFIC OPERATIONS LANE CLOSURE HOURS GUIDE	
Single-Lane Highway - (1 LANE ON EACH DIRECTION) Single Lane Closure or Slow Moving Operation Hours M-Thu. 9:00 a.m.-3: 30 p.m. 9:00 p.m.-5:00 a.m. next day Friday 9:00 a.m.-3: 30 p.m. 8:00 p.m.-5:00 a.m. Monday	Christmas Season Lane Closure Hours November-15 to December-31 M-Thu. 9:00 a.m.-3: 30 p.m. 10:00 p.m.-6:00 a.m. next day Friday 9:00 a.m.-3: 30 p.m. 10:00 p.m.-8:00 a.m. Saturday Weekend: Sat: 10:00 p.m.-8:00 a.m. Sunday Sun: 10:00 p.m.-6:00 a.m. Monday
Summer Traffic Lane Closure Hours May-15 to September-15 M-Thu. 9:00 a.m.-3: 30p.m. 9:00 p.m.-5:00 a.m. next day	Multiple-Lane Highway - (2+ LANES ON EACH DIRECTION) Single Lane Closure, Slow Moving Operation or Alternating Traffic Hours. M-Sunday 10:00 p.m.-6:00 a.m. next day

Friday 9:00 a.m.-2:00 p.m.

Weekend: None

Weekend: 10:00 p.m.-6:00 a.m.

No lane closures shall be permitted on the following holidays:

- * Easter Sunday (including 6:00 a.m. Saturday until noon Monday)
- * Memorial Day (see note below)
- * July 4th (see note below)
- * Labor Day (see note below)
- * Election Day (6:00 a.m. until 8:00 p.m. the day of)
- * Thanksgiving Day (see note below)
- * Christmas Day (see note below)
- * New Year's Day (see note below)

Note:

If holiday falls on	No lane closures permitted
Sunday or Monday	6:00 a.m. Friday until noon Tuesday
Tuesday	6:00 a.m. Friday until noon Wednesday
Wednesday	6:00 a.m. Tuesday until noon Thursday
Thursday	6:00 a.m. Wednesday until noon Monday
Friday or Saturday	6:00 a.m. Thursday until noon Monday

Detour signing must be provided for all ramp closures.

Notify Traffic Operations, North/South at least 72 hours prior to any lane closures/alternating traffic pattern and one week prior to any ramp closures being performed. All traffic restrictions, including lane width reductions, lane closures and detours are subject to the approval of the RE, Traffic Signal & Safety Engineering, Regional Traffic Engineer – Work Zone and Traffic Operations, North. Detours must be posted and covered during non-closure hours. If County routes are used for detours, approval must be obtained from appropriate County Engineer.

On all routes within this project, traffic shall be maintained in its normal pattern except as may be necessary while the work is actually in progress. Subject to the approval of the engineer, on divided highways traffic may be diverted from the lane adjacent to the work area. On two lane highways, traffic may be restricted only with the approval of the engineer to the use of a single lane used alternately for each direction of traffic. Direction of traffic shall be regulated by competent flagmen, stationed at each end of the alternating one-directional lane. At no time will a traffic lane have an unobstructed width of less than 10 feet.

The length which alternate traffic may be maintained shall be limited to the immediate work area and shall not exceed 1650 feet unless otherwise approved by the RE.

SECTION 161 – FINAL CLEANUP

161.03.02 Final Cleanup

This entire Section is changed to:

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There will be no separate payment for final clean-up. All clean-up costs shall be included in the various prices bid in the proposal.

All work will be performed in accordance with the **New Jersey Department of Transportation Soil Erosion and Sediment Control Standards** and will be undertaken within the jurisdiction of the New Jersey Department of Transportation.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

The following is added to this section:

The contractor will remove or grub prior to any ditch/swale excavation, all vegetation as directed by the RE and disposed of in accordance with roadway waste guidelines.

Note: Direct disposal of waste generated by the cleaning of ditches, pipes and/or structures is not an option.

The contractor will either reuse the waste generated as landfill cover or recycle at a NJDEP approved facility.

Note: Payment for the disposal of trash and bulky waste or reuse/recycle material shall be paid under force account item when the weight tickets from NJDEP approved facility are submitted and agreed to by the RE. No separate payment will be made for including but not limited to labor, material, equipment or transportation used for the disposal.

Items accumulated from this activity will be disposed as ID # 10 (Municipal Waste).

The contractor will submit for approval, 2 weeks prior to initiation of system cleaning, a Waste Management Plan (WMP) for Department approval. The WMP shall specify in detail how liquids, solids, and debris are to be handled, stored and reused/recycled/disposed. Storage, transportation, and reuse/recycled/disposal of wastes shall be in accordance with all Federal, State, and local regulations

The Contractor is responsible for adherence to transportation weight restrictions.

The contractor will supply a certified empty weight for all vehicles used for the transport of soils to disposal or recycling facilities.

The contractor will supply a certified laden weight within two (2) days of transporting the waste to the NJDEP approved facility.

The non-hazardous solid waste disposal and debris accumulated by pipe cleaning, clearing site, demolition and removal of any part of drainage structures, roadways, culverts, and other structures is regulated under the solid waste management act (N.J.S/A 13:1 e-1) and is governed by N.J.A.C. 7:26 et seq. The contractor will dispose of the non-hazardous materials and debris in accordance with the solid management plan developed by the solid waste management district of origin. Proper documentation from the disposal facility shall be submitted to the Resident RE as defined under subsection 108.04

If necessary, the contractor will screen the materials on-site to facilitate source separation of undesirable, non-recyclable, materials from the construction waste. Waste separated from the material to be recycled shall be disposed of as a Solid Waste **ID-10**. Certificates of recycling shall be provided to the solid waste coordinator for the county of origin.

Empty and laden weight slips shall be provided to the RE within two (2) working days after material have been delivered to a reuse, recycle, and or disposal facility for all material encountered or generated.

As per directed by the Resident RE, the Contractor may be required to bring an appropriately sized disposal container and place it at the job site with a minimum capacity of 20 cubic yards.

If during the performance of the contract the classification of the waste is changed to hazardous, an adjustment for disposal will be made in accordance with sections 104 and 109.

SECTION 202 – EXCAVATION

202.01 Description.

The following is added:

Excavation Unclassified item includes excavation work pertaining to the repairing of existing pipes, replacement of existing pipes of any size and type with new pipes, installation of new pipes where no pipes exist, pipe backfill, replacement or repair of drainage structures like inlets, manholes of any size and type including but not limited to head walls and cleaning of ditch, channel or outfall areas including any kind of head wall area and pipe area at the out fall. At the discretion of RE, Contractor shall back fill the excavated area with the same or new material.

Basis of Payment

Pay Item

Pay Unit

EXCAVATION, UNCLASSIFIED

CUBIC YARD

No separate payment will be made for including but not limited to labor, material, equipment, saw cut, excavation of test pits, soil sampling and back fill.

Note: Channel excavation wider than twenty (20) feet will be paid under Force Account pay item.

Temporary Sheetting/Shoring required for more than 6 vertical feet depth of excavation of trench shall be paid by Force Account item at the RE's discretion.

Payment for the disposal of trash and bulky waste or reuse/recycle material generated during Excavation Unclassified item shall be paid under force account item when the weight tickets from NJDEP approved facility are submitted and agreed to by the RE. No separate payment will be made for including but not limited to labor, material, equipment or transportation used for the disposal.

202.03.04 Excavating Regulated Material

3. Temporarily Storing.

THE FIRST PARAGRAPH IS CHANGED TO:

Temporarily store regulated or hazardous materials in stockpiles within the Project Limits and as shown on the plans. Construct stockpiles on polyethylene sheeting. Contain stockpiles with hay bales or silt fence placed continuously at the perimeter of the stockpiles. For hazardous material, if a stockpile area is not available within the Project Limits, sample and analyze materials in-situ for disposal. Excavate and place the hazardous regulated material directly into trucks, and haul it directly to the approved disposal facility. Stockpiling, storing and transportation of hazardous materials is sole responsibility of the Contractor and no additional payment will be considered for the renting of space or container for this purpose

202.03.06 Removal of Pavement

The following is added:

Removal of asphalt, concrete, rocks or composite pavement by any means shall be paid under removing pavement item.

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<i>Pay Item</i>	<i>Pay Unit</i>
REMOVAL OF PAVEMENT	S.Y.

Note: Payment for the disposal of waste and bulky material or reuse/recycle material shall be made under force account item when the weight tickets from NJDEP approved facility are submitted and agreed to by the RE. No separate payment will be made for including but not limited to labor, material, equipment or transportation used for the disposal.

The Contractor must submit weight tickets for reused/ recycled material and disposable materials to the RE from NJDEP approved facilities.

202.03.07 Reuse or Disposal of Excess Material

THE FOLLOWING IS ADDED:

The contractor will submit for approval, two (2) weeks prior to initiation of system cleaning, a Waste Management Plan (WMP) for Department approval. The WMP shall specify in detail how liquids, solids, and debris are to be handled, stored and reused/recycled/disposed. Storage, transportation, and reuse/recycled/disposal of wastes shall be in accordance with all federal, state and local regulations.

The Contractor is responsible for adherence to transportation weight restrictions.

The contractor will supply a certified empty weight for all vehicles used for the transport of materials. The contractor will supply a certified laden weight within twenty – four (24) hours of transporting the materials.

Disposal of Soils/Sediments and Non-Soil Materials

The disposal of materials and debris accumulated by cleaning and repairing of pipes and drainage structures is regulated under the Solid Waste Management Act (NJSA 13:1 e-1) and is governed by NJAC 7:26 et seq. with adjustments noted as part of this document. Direct disposal of waste materials is not an option. The contractor will either reuse the waste material as landfill cover or recycle at a NJDEP approved facility. The contractor will be responsible for ensuring that residual water content of soils/sediments is sufficiently reduced to facilitate transportation and disposal.

The method used to reduce water content to acceptable levels shall not cause an increase in weight or volume of sediment/soils. Trucks used to haul the accumulated material shall be lined and covered with plastic sheeting having a minimum thick of four mils.

Non-soil materials shall be disposed of as id 10 (Municipal Waste).

Weight slips from the disposal facility shall be submitted to the RE.

Reuse/Recycling of Soils/Sediments and Non-Soil Materials

Soils/sediments accumulated from cleaning of pipe and drainage structure shall be reused/recycled in accordance with NJDEP rules and regulations and the receiving facility guidelines. The facility shall be approved by NJDEPE for reuse\ recycling soils/sediments.

The contractor is responsible for obtaining the required samples and having them analyzed in accordance With the N.J.D.E.P. field sampling procedures manual, latest edition.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

THE FOLLOWING IS ADDED TO THIS SECTION:

Clean Existing Pipes and Structures

Description:

This work shall consist of removing and disposing of all foreign materials of whatever size, shape and type, encountered within existing pipe to include but not limited to debris, dirt, refuse, litter roots, vegetation, rocks, asphalt and concrete.

CONSTRUCTION REQUIREMENTS FOR CLEANING:

Pipe cleaning shall be performed using approved methods and equipment, to permit proper drainage or flow.

The contractor shall obtain a written permission from the Utility Company supplying the cleaning water prior to starting of the work and shall make all the arrangements for payment. The Contractor shall supply copies of all agreements and invoices to the RE.

The contractor will have sole responsibility for securing water for cleaning.

The bid price for the various cleaning items shall reflect all cost incurred for but not limited to, securing the agreement, any and all fees, cost of the water, rental of meters, loss of time or production by cleaning crew to obtain water for cleaning.

Water collected during cleaning operation may be returned to the original system. A system is defined as those laterals and inlets sharing a common outfall. Disposal of water on roadways or private property is not an option.

The contractor shall install and maintain sediment and siltation protection as specified. The contractor shall install and maintain oil absorbent boom as specified. The placement of oil absorbent boom is for contingency purpose.

The contractor shall not cause or allow sediments or debris to enter the waterway or previously cleaned pipes and structures.

Damage to the existing drainage system as result of careless or improper cleaning operations shall be repaired without additional compensation.

Materials removed from existing pipe shall be disposed of in accordance with subsection 201.10 201.03.09 using schedule bid item.

The contractor is responsible for obtaining any and all samples, approvals and/or permits necessary to dispose of soil/sediments and waste water.

The contractor is responsible for ensuring that residual water content of sediments/soils is sufficiently reduced to facilitate transportation and disposal. The method used to reduce water content to acceptable levels shall not cause an increase in weight or volume of sediments/soils.

NOTE: Minimum three person crew and a non-potable water tanker shall be provided for cleaning and video inspection work on everyday basis.

Equipment requirements

Pipe and structure cleaning shall be performed using approved methods and a minimum required equipment, as outlined below, to restore proper drainage.

This work may require dewatering of the pipe run and/or system. No additional payment shall be made for dewatering.

The equipment used shall be in proper working condition at the time of contractual work. Contractor shall not be paid for the hours or days during the breakdown of equipment and RE shall terminate the contract for frequent breakdowns of the equipment.

The contractor shall provide water tanker full of non-potable water on site all the time for the cleaning purpose.

NOTE: All the equipment used shall be of the appropriate capacity for the completion of the work. RE shall terminate the work if the labor, material and equipment used are not found appropriate to fulfill the work requirements within certain period of time as set by the RE and no payments shall be authorized for the terminated work period.

601.03.04 Video Inspection of Pipe

THE FOLLOWING IS ADDED:

This item consists of performing post cleaning video inspection within existing pipe and/or structures. This work shall include complete video inspection on DVD format along with printed reports. This work may require dewatering of the system at no additional cost to the Department.

CONTRACTOR DATA ENTRY REQUIREMENTS

Pipe run inspection data shall be in the format noted in the 4 tables below.

Data must be on a DVD and shall be delivered to the Engineer within 30 work days of the last inspection listed on the DVD along with two copies of printed reports. All the data on a DVD shall be only for one Route and one section of that particular Route. The Contractor shall use separate DVD if the Route number or section number for that route changes. All the corresponding GPS data for that particular Route shall be included in the same DVD. Separate DVD for GPS data shall not be acceptable. The standard format as mentioned in the following data tables shall be followed when entering data for route number and direction, structure id etc. to ensure uniformity of the data by all contractors.

Once the RE receives the data it will be checked for errors and discrepancies. If the data is acceptable, it will be uploaded to the Department’s inventory system of Drainage Features. Two copies of DVDs and two copies of printed reports shall be submitted to the RE before the monthly estimate is to be processed.

However, if errors and/or discrepancies are discovered, the RE **WILL RETURN** the disk to the Contractor for correction and re-submission at no additional cost to the State.

Payment for video inspections will not be made until data is successfully processed by the Department and final closeout of the project shall not be considered or processed until all video inspection data has been received and uploaded.

Every foot of pipe cleaned shall be inspected and recorded during the video inspection unless otherwise directed by RE.

Payment for the footage of cleaned pipe shall not be made if the proof of completed video inspection footage is not provided. The starting point for the video inspection footage shall be the beginning of pipe and not the length of drainage structure in which video camera is placed.

INSPECTION DATA REQUIREMENTS:

SAVE DATA INTO FOUR SEPARATE ACCESS TABLES SPECIFIED AS FOLLOWS:

TABLE: DA_PIPE_ASSET (DATA TABLE FOR PIPE ASSETS)

COLUMNS:

	Name	Spec	Type	Size	Example
1	pipe_id (primary key)	pipe section id: 'route'+ '_'+'struct1_id'+ '_'+'struct2_id'	Text	255	RT206S_CB.206S.52.86S_MH.206S.52.85S <u>Has to be in the specified format only. Please see note 1</u>
2	Route	route number and direction info.	Text	50	RT206S; RT31S; RT9N; RT46W; RT80E <u>Has to be in the specified format only.</u>
3	struct1_id	starting structure id for this pipe section	Text	50	CB.206S.52.86S <u>Please see note 2 and DA_MANHOLE_ASSET table for definition</u>
4	struct2_id	ending structure id for this pipe section	Text	50	MH.206S.52.85S; <u>Please see note 2 and DA_MANHOLE_ASSET table for definition</u>
5	Owner	directly responsible for pipeline	Text	50	NJDOT
6	section_number	inspection section number on route	Integer	5	100
7	dp_number	data processing number	Text	50	DP-504-1051
8	proj_name	project name	Text	50	Route 1&9
9	City	region, municipality, county	Text	50	South/Central, Edison, Middlesex
10	location_code	type of location	Text	50	A Main Highway – Urban; B Main Highway - Suburban/Rural, etc.
11	Type	pipe section material type	Text	50	CAS Cast Iron ; CMP Corrugated Metal; DIP Ductile Iron; RCP Concrete; VCP Clay; PVC; etc.
12	dia_major	major diameter of pipe section in inches	Decimal	16	18"; 53"
13	dia_minor	minor diameter of pipe section in inches	Decimal	16	18" ; 37"
14	Shape	shape of pipe section	Text	50	C Circular; O Oval; S Square
15	thickness	pipe thickness in inches	Decimal	16	2
16	pipe_length	length of pipe (asset full length in feet)	Decimal	16	106.8
17	segment_length	length between pipe joints in feet	Decimal	16	10.0
18	ins_length	total inspected section length in feet	Decimal	16	35.4
19	flow_dir	water flow direction of pipe	Integer	1	1 if struct1_id to struct2_id; 2 if struct2_id to struct1_id
20	flow_control	flow control device	Text	50	Weir, etc.
21	condition_state	current condition number of pipe section – updated while doing the latest inspection	Integer	1	2 (from 1 to 5) see Note 3
22	condition_descr	current condition description of pipe section – updated while doing the latest inspection	Text	255	Obstacles Built Into Structure, 75 % of cross sectional area, from 12 to 12 o'clock
23	clean_date	the latest cleaned date	Date		03/01/2010
24	pre_cleaned	pre-cleaned type	Text	50	H Heavy Cleaning; J Jetting, etc.
25	use_of_sewer	sewer usage	Text	50	SW Stormwater, etc.
26	lining_type	pipe internal surface	Text	50	concrete, asphalt, plastic, etc.
27	inv_date	inventory date of pipe segment – date constructed? renewed?	Date		11/09/2005
28	remarks	additional description of the asset attributes	Memo		FLows THROUGH MUNICIPAL SYSTEM ALONG

				E. RUBY AVE., DELLA & SHALER BLVDS. & MAPLE AVE.
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Note 1: The 'pipe_id' is the primary key of the table. It should be automatically generated based on entries in data fields of 'route', 'struct1_id' and 'struct2_id' of the table.

Note 2: The 'struct1_id' and 'struct2_id' are standardized manhole asset identifiers taken from a pull-down list consisting of the 'manhole_id' entries in 'DA_MANHOLE_ASSET' table below.

Note 3: This number should be provided by the trained and certified inspector after viewing the video

TABLE: DA_PIPE_INSPECTIONS (DATA TABLE FOR PIPE SECTION INSPECTION RECORDS)

COLUMNS:

	Name	Spec	Type	Size	Example
1	pipe_id (secondary primary key)	the same as pipe_id in da_pipe_asset table	Text	255	RT206S_CB.206S.52.86S_MH.206S.52.85S Please see note 1
2	ins_rec_id (primary key)	unique inspection id to identify each observation record related to the same pipe_id	Auto-Number	Long Integer	<u>Has to be unique in this table. See Note 2</u>
3	inspector	inspector name	Text	50	Joe Smith
4	ins_date_p	data and time of inspection	Date & Time		03/01/2010; 15:20
5	ins_reason_p	purpose of inspection	Text	255	Routine assessment, etc.
6	position	position of the observation in feet	Decimal	16	0
7	counter	media device counter – start index	Text	8	00:20:33
8	observation	observation text	Text	255	Obstacles Built Into Structure, 75 % of cross sectional area, from 12 to 12 o'clock
9	condition_state	condition number of pipe section	Integer	1	2 (from 1 to 5) see note 3
10	condition_descr	condition description of pipe section	Text	255	Minimal likelihood of collapse in the short term, but potential for further deterioration.
11	ins_length	total inspected section length in feet	Decimal	16	35.4
12	weather	weather during inspection	Text	5	1 Dry; 2 Wet, etc.
13	photo_filename1	filename of the inspection photo	Text	255	CB206S5286S1a.jpg
14	photo_filename2	filename of the inspection photo	Text	255	CB206S5286S2a.jpg
15	photo_filename3	filename of the inspection photo	Text	255	CB206S5286S3a.jpg
16	photo_filename4	filename of the inspection photo	Text	255	CB206S5286S4a.jpg
17	photo_filename5	filename of the inspection photo	Text	255	CB206S5286S5a.jpg
18	movie_filename	filename of the inspection movie	Text	255	CB 52.86S_MH 52.85S_D_051407.mpg
19	vid_operator	video operator name	Text	50	Don SALAZAR
20	vid_direction	direction that the video follows	Integer	1	1 – Upstream; 2 - Downstream
21	media_id	identifier of the media (DVD label)	Text	50	RT206 DVD 1
22	remark	additional inspection description	Memo		Start of inspection at upstream catch basin 52.86S

Note 1: The 'pipe_id' is the secondary primary key of the table, which links relevant inspection records in 'DA_PIPE_INSPECTIONS' table to their corresponding 'pipe_id' in 'DA_PIPE_ASSET' table. The related 'pipe_id' entries in the two tables must be identical for the same pipe section.

Note 2: The 'ins_rec_id' is the primary key of the 'DA_PIPE_INSPECTIONS' table, which uniquely identifies one observation record for a pipe inspection. Each observation record can include at most five photo file names and one movie file name, respectively.

Note 3: This number should be provided by the trained and certified inspector after viewing the video

TABLE: DA_STRUCT_ASSET (DATA TABLE FOR MANHOLE ASSETS)

COLUMNS:

	Name	Spec	Type	Size	Example
1	manhole_id (primary key)	structure id: 'type'+ '.'+ 'route'+ '.'+ 'mp_start'	Text	50	CB.206S.52.86S <u>Has to be in the specified format only. See note 1</u>
2	type	type of structure	Text	50	CB; MH; INLET; OUTLET; OUTFALL
3	route	route number and direction info.	Text	50	206S; 9N; 46W; 80E <u>Has to be in the specified format only.</u>
4	mp_start	milepost from primary direction of route	Text	50	52.86S <u>Has to be in the specified format only.</u>
5	sri	route sri of structure	Text	20	00000001
6	dist_from_cl	distance (feet) from roadway centerline (negative value for left-side of centerline - traveling primary direction) (max:200)	Decimal	16	-24.5 (+: right; -: left)
7	lat_struc	latitude of structure (decimal degrees)	Decimal	16	40.50258512 <u>Has to be in the specified format only</u>
8	long_struc	longitude of structure (decimal degrees)	Decimal	16	-74.40154597 <u>Has to be in the specified format only</u>
9	elev_struc	elevation of structure in feet at the rim	Decimal	16	51.4 See note 2
10	depth_struc	depth of structure from the rim in feet	Decimal	16	1.12
11	grate_type	grate type	Text	50	A,B,C,E,EE,ES,COVER,OTHER
12	control_section	4 digit control section identifier for structure location on route	Integer	4	1001
13	condition_state	current condition number of manhole – automatically updated to latest inspection	Integer	1	3 (from 1 to 5) see note 3
14	condition_descr	current condition description of pipe section – updated while doing the latest inspection	Text	255	Severe deterioration on headwall
15	location_descr	description of structure at this location	Text	50	Brick, block, pre-cast, etc.
16	photo_filename1	filename of the structure photo	Text	255	CB206S5286S1a.jpg
17	photo_filename2	filename of the structure photo	Text	255	CB206S5286S2a.jpg
18	photo_filename3	filename of the structure photo	Text	255	CB206S5286S3a.jpg
19	photo_filename4	filename of the structure photo	Text	255	CB206S5286S4a.jpg
20	photo_filename5	filename of the structure photo	Text	255	CB206S5286S5a.jpg
21	remarks	additional description of the asset attributes	Memo		Drains into river under parking lot of Admiral's Walk condo's after flowing through municipal system.

Note 1: The 'manhole_id' is the primary key of the table. It should be automatically generated based on entries in data fields of 'type', 'route', and 'mp_start' of the table.

Note 2: With respect to World Geodetic System (WGS84)

Note 3: This number should be provided by the trained and certified inspector after comprehensive inspection of the structure

TABLE: DA_STRUCT_INSPECTIONS (DATA TABLE FOR MANHOLE INSPECTION RECORDS)

COLUMNS:

	Name	Spec	Type	Size	Example
1	manhole_id (primary key)	structure id: the same as 'manhole_id' in 'da_manhole_asset' table	Text	50	CB.206S.52.86S <u>Has to be in the specified format only</u> <u>See note 1</u>
2	ins_rec_id (primary key)	unique inspection id to identify each observation record related to the same manhole_id	Auto-Number	Long Integer	<u>Has to be unique in this table.</u> <u>See note 2</u>
3	inspector	inspector name	Text	50	Joe Smith
4	inspection_date_s	date and time of inspection	Date & Time		03/01/2010; 14:25

5	inspection_reason_s	purpose of inspection	Text	50	Routine Assessment
6	condition_state	condition number of manhole	Integer	1	1 (from 1 to 5) See note 3
7	condition_descr	condition description of manhole	Text	255	Perfect working condition
8	observation	observation text	Memo		No vegetation
9	photo_filename1	filename of the inspection photo	Text	255	CB206S5286S1a.jpg
10	photo_filename2	filename of the inspection photo	Text	255	CB206S5286S2a.jpg
11	photo_filename3	filename of the inspection photo	Text	255	CB206S5286S3a.jpg
12	photo_filename4	filename of the inspection photo	Text	255	CB206S5286S4a.jpg
13	photo_filename5	filename of the inspection photo	Text	255	CB206S5286S5a.jpg

Note 1: The 'manhole_id' is the secondary primary key of the table, which links relevant inspection records in 'DA_MANHOLE_INSPECTIONS' table to their corresponding 'manhole_id' in 'DA_MANHOLE_ASSET' table. The related 'manhole_id' entries in the two tables must be identical for the same manhole asset.

Note 2: The 'ins_rec_id' is the primary key of the table, which uniquely identifies one inspection record for a manhole inspection. Each observation record can include at most five photo file names.

Note 3: This number should be provided by the trained and certified inspector after comprehensive inspection of the structure

The Contractor shall use and enter the following terms and abbreviations only in all four access data tables.

CATCH BASIN (CB) no inlet or other words
MANHOLE (MH), not AMH - access manhole or anything else
DOWNSTREAM (DS) no in fall, out fall etc.
UPSTREAM (US)
OUTFALL (OF)
HEAD WALL (HW)
REINFORCED CONCRETE PIPE (RCP)
CORRUGATED METAL PIPE (CMP)
CAST IRON PIPE (CIP)
VITREOUS CLAY PIPE (VCP)
DUCTILE IRON PIPE (DIP)
ROUTE (RT), no state route or interstate or county road etc.
WEST (W), no west bound or east bound or EB or south west SW
EAST (E)
NORTH (N)
SOUTH(S)
ROAD (RD)
STREET (ST)
STREAM (STREAM),

CONSTRUCTION REQUIREMENTS FOR VIDEO INSPECTION:

The Contractor shall perform the video inspection after completion of the cleaning of the existing pipe and/or drainage structures. The inspections shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. Video inspection work shall be done only by the certified technician. Contractor is required to immediately video inspect the pipe at every 2000 linear feet of cleaning or at the end of section if the total cleaning length of the section is less than 2000 feet. Continuous cleaning beyond 2000 feet without video inspection is not permitted.

- Due to lane restrictions and work hours permitted, it may be necessary to perform cleaning, inspections and repairs at night.

NOTE:

Provide the required information for the inventory on a single layered DVD+R and hard copy, written on 4 separate access tables as specified in section 601 under the heading "Contractor Data Entry Requirements". Contractor shall provide two copies of DVD and Two hard copies of the Reports on a monthly basis and copy of DVD and report for some particular section when requested by RE.

THE FOLLOWING IS ADDED:

The Following "Verbal" Information Shall Be Recorded For The Video Inspection:

1. Geographical description of all structures within the pipeline being video inspected. Geographical description means, to locate the structure by route and milepost measuring from known points such as the centerline, right or left of center line of the roadway.
2. Description of any known damage to the pipe, roadway, slope etc.
3. Description of the structure upstream and downstream (i.e. brick, block, pre-cast, manhole and basin type etc.)
4. General condition of structures.
5. The year the pipe was installed and/or reinstalled
6. The date and time of video inspection.
7. Narrative description by an experienced technician describing all observations. The observations shall include separated joint, broken joints, offset joints, cracks, damaged pipe, roots, connecting pipes, inlets, manholes, etc.

THE FOLLOWING IS ADDED:

The video shall include a narrative description by an experienced technician, who is NASSCO certified, and all observations must be described in detail. The observations shall include separated joints, broken joints, offset joints, cracks, damaged pipe, roots, connecting pipes, inlets, manholes, condition state, etc. Based on the above a condition number should be assigned to the inspected pipe and should be included in the report as well as in the access tables in appendix. The location of the observation shall be documented using the linear foot from a known point. The video shall be accompanied by both a typed report (with one extra copy) and an electronic version of same, which will include all observations made on the video.

The pipe & structures shall be free of water at the time the video surveillance takes place. There will be no additional compensation for dewatering. The pipe shall be cleaned according to 601.03.06. Drainage structures shall be cleaned according to 602.03.08; prior to recording. A visual numerical registration of the distance in feet the video camera is traveling, from the starting point to the ending point, within the pipe and/or drainage structure, shall be recorded on the video at all times. The recording speed shall be slow play (sp) during the entire recording of the pipe.

The video camera shall be equipped with a swivel head and shall be stopped at all joints, lateral connections, breaks, structures and irregularities to insure full view at these locations. The video inspection shall provide clear, sharply focused pictures. "Blurred" or out of focus inspection will not be accepted and the inspection shall be re-done at no additional cost to the State.

The video inspection shall be in color. The video inspections shall be presented to the RE. The tapes or disks will remain the property of the Department. Video inspections are to be sequentially numbered and a corresponding typewritten index or report (with one extra copy of each) will be provided as outlined in the scope of work.

Video DVD's and typewritten reports shall be submitted to the Resident Engineer within 30 work days of the recording. The video inspection must be completed at the end of section after cleaning of section or at each 2000 linear feet of section if the section is longer then 2000 linear feet. There will be no separate payment including safety setup for the repeat of video inspection work at the same section. All the work shall be done at the discretion of RE.

NOTE: Video inspection of pipe item is not limited to the size, type and shape of the pipe. All the labor, material and equipment cost for the item "Video Inspection of Pipe" including but not limited to DVDs and reports shall be included in the bid price for the pay item and there shall be no additional compensation for this item.

601.03.06 Clean Existing Pipe
THE FOLLOWING IS ADDED:

This work shall consist of removing and disposing of all foreign materials of whatever character encountered within existing drainage pipe.

CONSTRUCTION REQUIREMENTS

Pipe cleaning shall be performed in such a manner, using approved methods and equipment, to permit proper drainage of the existing system.

Before work is to begin at a particular location the Contractor shall obtain written permission from the owner of the utility company supplying the cleaning water and shall make all arrangements with the company for payment of such use. Copies of all agreements and payments will be supplied to the RE.

The Contractor shall have a Water Truck on the site each day at the time the pipe cleaning work is performed. Contractor is responsible for securing the water source.

Prior to cleaning and/or video recording the Contractor shall label each up stream and down stream structure with milepost and offset. Marking paint shall be used.

At the end of each working day, print out the report of all work performed that day and with a copy submitted to the RE.

Cleaning work may require dewatering of the pipe system. The method of dewatering will be the contractor's option. However the dewatering method shall first be provided to the RE for review and comment but not approval.

NOTE: There will be no additional compensation for dewatering.

The cost of dewatering shall be included in the various bid prices for cleaning existing pipe, regardless of the size of the pipe or structure within the system.

Dewatering may include the "damming & diverting" of the adjacent ditches to prevent the intrusion of water into the pipe during the time of the inspection, at no additional cost.

The contractor is responsible for the cleaning of Outfall area where the drainage system ends upto 50 linear feet and is to make sure that water will not be backing up into the cleaned system.

The Contractor shall obtain approval from the RE for the methods and equipment to be used to clean the pipe before starting work.

Water collected during cleaning operation may be returned to system from which it originated. A system is defined as those laterals, structures and inlets sharing a common outfall.

The Contractor shall install and maintain sediment and siltation protection as specified. The Contractor shall install and maintain oil sorbent boom as specified. The placement of oil sorbent boom is for contingency purposes.

The Contractor shall not cause or allow sediments or debris to enter the waterway or previously cleaned pipes and structures.

Damage to the existing drainage system as result of careless or improper cleaning operations shall be repaired without additional compensation to the Contractor or cost to the Department.

Materials removed from existing pipe, structures, etc. shall be disposed of in accordance with 201.03.07.B.

The Contractor must submit weight tickets for reused/ recycled material and disposable materials to the RE from NJDEP approved facilities.

The Contractor is responsible for obtaining all samples, approvals and permits necessary to dispose reuse or recycle soil, sediments, materials and waste water.

The Contractor is responsible for ensuring that residual water content of sediments/soils is sufficiently reduced to facilitate transportation and disposal. The method used to reduce water content to acceptable levels shall not cause an increase in weight or volume of sediments/soils.

Final acceptance and related payments for the pipe cleaning will be based on review and approval of the post cleaning video inspection by the RE.

NOTE: If the RE deems the cleaning of the pipe to be “non-acceptable” the Contractor will be directed to re-clean and re-video “inspect” at no additional compensation or cost to the state

Note: All labor, equipment and material costs including but not limited to plugs, flex hoses and pumps shall be included in the Pay Item or bid price for the item “Cleaning Existing Pipe” of various diameters as described in the various pay items.

601.04 MEASUREMENT AND PAYMENT THE FOLLOWING IS ADDED:

The Department will include the video inspection and the data collecting in the linear foot measurement of VIDEO INSPECTION OF PIPE.

The DVD recording of the pipe will be measured by the linear foot. No additional payment will be made for the cost of DVD disks. All costs shall be included in the bid price.

Video Inspection

Description

This item consists of video inspection in order to evaluate condition of the pipe or the structure.

This work may require dewatering of the system to ensure proper video inspection, which may or may not require a temporary plug. There will be no additional compensation for dewatering and the use of plug.

The video inspection shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections.

The pipe shall be free of water at the time of video inspection. The pipe and drainage structures shall be cleaned according to Section 601. The video camera traveled distance from starting to end within the pipe and/or drainage structure shall be recorded. The recording speed shall be slow play (sp) during the entire recording of the pipe.

The video inspection shall include a narrative description of all observations. The observations shall include separated joints, broken joints, offset joints, cracks, damaged pipe, roots, connecting pipes, inlets, manholes, etc. The position of particular location shall be documented using the linear feet and clock position.

The entire video inspection shall be accompanied by a DVD and two copies of printed report.

Construction Requirements

Video inspection shall be performed in such manner using approved methods and a minimum required equipment, as outlined below. The contractor will use the DVD format.

Each DVD shall consist of corresponding printed documentation listing location, Route, mile post, date, name of the Contract, and ID Number.

Basis of Payment:

Payment will be made under:

Pay Item

Pay Unit

Cleaning Existing Pipe, 12” to 24” Diameter	Linear Foot (L.F.)
Cleaning Existing Pipe, over 24” to 48” Diameter	Linear Foot (L.F.)
Cleaning Existing Pipe, over 48” to 72” Diameter	Linear Foot (L.F.)
Cleaning Existing Pipe, over 72” to 96” Diameter	Linear Foot (L.F.)
Video Inspection of Pipe	Linear Foot (L.F.)

Note: Payment for the disposal of Reuse/ Recycle or Waste material generated during the cleaning of pipes shall be made by Force Account item when weight tickets from NJDEP approved disposal facility are submitted and agreed to by RE.

Note: All labor, material and equipment costs related to and required for Cleaning of the pipes, cleaning of drainage structures and Video inspection of the pipe shall be included in the Bid Price for these items. No additional costs shall be considered for payment of these items. Cleaning and Video Inspection is to be done irrespective of shape of the pipe. All shapes of pipes or culverts like elliptical pipes, box culverts shall be included in this pay item. The maximum width of different shapes of pipes shall determine the diameter of pipe.

Discharge Pump

The contractor will provide on an hourly basis, at the direction of the RE discharge pump(s) (mud or water) to relieve flooding or any other similar type of traffic hazard.

NOTE: Pump(s) utilized as part of a “repair” will not be considered for re-imbusement.

Method of Measurement

The Contractor will be required to provide appropriate size discharge pump(s) at the location directed by the RE for the duration of time required to relieve or correct the problem.

The Contractor personal must be on site all times to ensure the pump is operating at maximum performance.

Amount bid will include any and all necessary labor; pump related equipment, fuel and mobilization to a work location anywhere within the state during normal work day. The “Mobilization” item outlined within this contract will not be utilized in conjunction with this work.

The amount of pumping accomplished will not affect the pay amount. However, if in the opinion of the RE, the Contractor is performing poorly, work may be stopped or suspended and the contractor held in default of contract.

Basis of payment

Payment will be made under:

<i>Pay item</i>	<i>Pay unit</i>
DISCHARGE PUMP	MH

Replace Pipe

General Construction Requirements:

This item consist of, at the discretion and direction of RE, removal of existing pipe(s) and replace it with new pipe(s) as determined and directed by RE including end pipe and flare end section. Also install new pipe(s) including end pipe and flare end section as directed by RE of the material and size in the areas where there is no pipe exists including but not limited to out fall, ditch and channel areas.

The contractor will perform all the related work, which once completed, will provide the maximum flow possible.

If an access pit, trench, excavation, drainage structure dismantling, pavement removal, drilling, boring or any other preliminary work is required, it must be kept to a minimum and fully repaired or reconstructed after pipe replacement/installation work is completed. If an access pit or trench excavation is required, all safety requirements must be adhered to.

If temporary sheeting/shoring is needed, it must be completely removed after the work.

Existing line and grade is to be maintained unless otherwise directed by the Engineer or RE.

Note: Confine space equipment to include an air meter. This equipment must be on site at all times.

If equipment is not on site at the start of work, the Engineer has the right to Suspend, delay or cancel the activity. All contractor personnel entering the confined space shall be trained and certified for confined space entry.

Once repairs are completed, a **post replacement/installation video and report will be required.** Cost of video and report shall be included in this repair item and shall conform to the data requirements spelled out in the contract. There will be no separate pay item for video and report.

If replacement/installation is not successfully achieved, the Contractor will be required to correct or re-repair pipe at no additional cost to the State, as well as **no additional payments** for safety related items such as, traffic control truck, arrow boards, signs, cones etc. and no additional cost for mobilization, labor, equipment, or materials shall be paid by the State.

After excavation to expose damaged pipe, the contractor will at the direction of the Engineer replace existing drainage pipe in kind or of other material and size if so directed.

This work may also include the relocation of pipe, which may result in removal or plugging of existing pipe.

Work under this item will consist of but not limited to the following:

- Requesting and protecting utility mark out.
- Removal and replacement of damaged pipe.
- Repair of drainage structure where pipe connects, or was removed.
- Maintaining of line and grade of existing run.
- Reconnecting and repairing of joints where new pipe meets existing.
- Reshaping, grading and compaction of pipe sub-grade bedding.
- Patching or grouting cracks and joints.
- Patching or replacing of missing pieces.
- Replacing of gaskets or coupling bands.
- The use of non-shrink grout.
- Removal of waste material.
- Post construction video and reports
- Installation of flared end sections
- Installation of new pipe

Payment will be made for all labor, equipment, and engineering needed to perform any one or a combination of tasks noted above for all types and sizes of pipe encountered under regular Bid Price.

Abandoned Pipe.

If pipe run is to be abandoned in place, it shall be filled with a non-shrink material; the contractor will replace the volume of pipe with an equal volume of select fill or non shrink material. Payment for fill material, labor, and or equipment will be made under the appropriate force account item.

Method of Measurement:

Payment will be per foot of pipe replaced and shall include all labor and equipment.

Basis of Pay will be changed to:

<u>Pay Item</u>	<u>Pay Unit</u>
Replace Pipe up to 24" Diameter R.C.P.	Linear Foot
Replace Pipe up to 24" Diameter H.D.P.E.	Linear Foot
Replace Pipe from 25" to 48" Diameter R.C.P.	Linear Foot
Replace Pipe from 25" to 48" Diameter H.D.P.E.	Linear Foot
Replace Pipe from 49" to 72" Diameter R.C.P.	Linear Foot
Rep lace Pipe from 49" to 72" Diameter H.D.P.E.	Linear Foot
Replace Pipe from 73" to 96" Diameter R.C.P.	Linear Foot
Replace Pipe from 73" to 96" Diameter H.D.P.E.	Linear Foot

Note: Material of the new installed pipe shall be paid by the Force Account item when the original receipt from Original Vendor is submitted and agreed to by RE. No other related material charges including but not limited to transportation or labor and equipment shall be paid. Payment for the disposal of Reuse/ Recycle or Waste material generated during the replacement/installation of pipes shall be made by Force Account item when weight tickets from NJDEP approved Reuse/Recycle disposal facility are submitted and agreed to by RE. Excavation shall be paid by the excavation unclassified bid item. Any sheeting/shoring required during excavation for more than 6 feet of depth shall be paid by the force account item.

Replacement/Installation of pipe size and material other then specified and agreed upon by R.E. will be paid under force account item.

All labor and equipment costs required to perform the operation for the replacement/installation of pipes along with DVD's / reports, shall be included in the prices bid for various pay items for Replace Pipe and no additional payment shall be made for these items unless otherwise specified. No additional payments shall be made including but not limited to saw cutting, pipe bedding, DGA, back filling, paving with HMA and restoring surface of the excavated trench etc.

If the post video inspection or any other kind of inspection reveals that the work was not successfully completed, the Contractor will redo or correct the work at no additional cost to the State, as well as for **no additional payments** for safety, mobilization, disposal of materials, etc.

The Contractor must submit weight tickets for reused/ recycled material and disposable materials to the RE from NJDEP approved facilities on monthly basis for record keeping.

TRENCHLESS PIPE REPAIR

Description:

At the Discretion and direction of RE or Department, Contractor shall perform the Trenchless Repair of the Drainage Pipes at the location directed by RE as an alternative to replacing them. The method, equipment and cost for the Trenchless Repair of pipe shall be approved and agreed upon by the RE and Department. Trenchless Repair can be one of the several methods used by the Drainage Professionals and contractors to perform the underground drainage pipe repair without or with minimal excavation including but not limited to lining of the pipe or coating of the pipe etc.. Non-shrink grout or suitable filler material will be used to fill in any voids between liners and existing pipe or host pipe regardless of size if the Trenchless Pipe Repair consists of lining work.

Payment item:

<u>Pay Items</u>	<u>Pay Unit</u>
Trenchless Pipe Repair up to 36" Diameter	Linear Foot
Trenchless Pipe Repair from 37" to 72" Diameter	Linear foot
Trenchless Pipe Repair, from 72" to 96" Diameter	Linear foot

All the labor and equipment used to perform and complete the work will be paid by Linear Foot of trenchless repair as described in Trenchless Pipe Repair items.

Note: The RE at his discretion shall pay the material used to perform the trench repair of the pipe by force account item. No additional payments shall be made for including but not limited to design or consulting services or labor and equipment to perform the work.

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Retrofit Cover for Catch Basin "Inlet, Type B" Curb Box.

Revised
Maintenance Drainage Cleaning, Video and Repair Contract, Central – 2012

602.02 MATERIALS

THE FOLLOWING IS ADDED:

Retrofit Cover Plate for Catch Basin ("B" Inlets) Curb Head.

Catch basin curb head "Retrofit" cover/s shall conform to:

Retrofit steel covers/plates shall be manufactured from 0.25 inch Thick Cor-Ten steel plate, over 60,000 PSI, high strength / low Alloy weathering steel, conforming to A588 grade with chamfered edges with additional holes and or slots cut above the gutter line opening to prevent or reduce flooding. All mounting bolts are to be made off carbon steel & zinc plated.

All other hardware such as bolts, nuts washers and the "medallion" shall be made of stainless steel.

NOTE: The stainless steel medallion/s shall have a blue background and the words: "NO DUMPING DRAINS TO WATERWAYS" and a symbol of a "FISH" in the center.

Mounting hardware shall be "tamper proof" so that the medallion cannot be removed.

The assembly shall include means for clamping the covering member to the catch basin curb box casting and provide a firm and secure attachment. Covers shall be flush with the curb box.

All Drainage Structures selected shall be labeled, on adjacent pavement, with road way marking paint of the mile post & the distance in feet from the center line of the roadway.

Any Retrofit Cover found "loose" or missing hardware before the end of the Contract, shall be corrected at **No Additional** cost to the State, **including safety**.

However, any unit found damaged as a result of the motoring public, it may be Replaced at the bid price and any required "safety" will be reimbursed using bid items.

C. Curb box "Retrofit" covers shall be supplied by the following NJDOT approved supplier:

Environmental Retrofit Solutions LLC.
230 Warburton Ave.
Hawthorne N.J. 07506
Phone # 973-427-8055
Fax # 973-427-1323

LMT- Mercer Group Inc.
690 Puritan Ave.
Lawrenceville N.J. 08648
Phone # 609-989-0399
Fax # 609-394-0940

K Z Environmental Group LLC
1275 15th Street Apt # 19Q
Fort Lee N.J. 07024
Phone # 201-709-0507
Fax # none listed

602.04 MEASUREMENT and Payment

THE FOLLOWING IS ADDED:

Retrofit covers will be measured by the number of units installed.

The bid price shall include all costs associated with the installation of the catch basin curb box cover to the "B" inlet/catch basin directed by the Engineer.

The bid price shall fully compensate for all manpower, equipment, tools, marking paint and material (cover, hardware etc.) utilized.

All "special" tools or equipment and extra or additional hardware shall become sole property of the Department upon completion of the installation or project.

The Department will measure and make payment for items listed as follows:

<i>Item</i>	<i>Pay Unit</i>
RETROFIT OF CATCH BASIN CURB HEAD	UNIT

THE FOLLOWING IS ADDED TO THIS SECTION:

CLEANING AND INSPECTION OF EXISTING DRAINAGE STRUCTURES

This work consists of removing and disposing of roots, dirt, refuse, debris, litter and other foreign materials including but not limited to concrete and asphalt encountered within the area of drainage structures. Drainage structures will be cleaned if and where directed by the Engineer along with an inspection of the structures condition (which will be noted on the inspection video).

The Contractor shall obtain approval from the Engineer for the methods and equipment to be used to clean the drainage structures before starting work.

Water collected during cleaning operation may be returned to system from which it originated. A system is defined as those laterals and inlets sharing a common outfall.

The Contractor shall install and maintain sediment and siltation protection as specified. The Contractor shall install and maintain oil sorbent boom as specified. The placement of oil sorbent boom is for contingency purposes.

The Contractor shall not cause or allow sediments or debris to enter the waterway or existing pipes previously cleaned.

The Contractor shall repair, at no cost to the State, all damage to the existing drainage system caused by the cleaning operations.

Dispose of waste materials removed from the existing pipe as specified in 202.03.07.B.

The Contractor is responsible for obtaining any and all samples, approvals and/or permits necessary to dispose and or reuse/recycling of soil/sediments and waste water.

The contractor is responsible for ensuring that residual water content of sediments/soils is sufficiently reduced to facilitate transportation and disposal. The method used to reduce water content to acceptable levels shall not cause an increase in weight or volume of sediments/soils.

CONFINE SPACE EQUIPMENT

The Contractor shall have on site, each working day, Confine Space Entry Equipment as defined by OSHA and POSHA as part of the required equipment. The contractor must have an “air monitor” to check for “harmful” atmospheres before entering manholes, catch basins etc.

**MEASUREMENT AND PAYMENT
THE FOLLOWING IS ADDED:**

Cleaning of drainage structures will be measured by the unit.
The Department will measure and make payment for items listed as follows:

<i>Item</i>	<i>Pay Unit</i>
CLEANING EXISTING DRAINAGE STRUCTURE	UNIT

The bid price shall include the cost of including but not limited to labor, material and equipment in CLEANING EXISTING DRAINAGE STRUCTURE item.

Note: Payment for the disposal of Reuse/ Recycle or Waste material generated during the cleaning of drainage structures shall be made by Force Account item when weight tickets from NJDEP approved Reuse/Recycle disposal facility are submitted and agreed to by RE.

602.03 Construction.

Minor Repair of Drainage Structures

The contractor will repair drainage structures as directed by the RE. Work may consist of a combination of the following work tasks;

- Removal of waste.
- Re-grouting around pipes, blocks, casting seat and to repair cracks.
- Removal and replacing of latter rungs.
- Re-adjusting of casting head.
- Repair of inverts and channels.
- Replacing of blocks and bricks.
- Replacing of manhole covers.
- Replace or tighten curb head bolts.
- Replacing of the Curd Head with the DEP required “clear space” opening
As permitted under “Storm water Management”
- Repair of metal head walls, which may include but limited to resetting, Re-attaching, or correcting any type of damage.
- Repair of concrete headwalls, which may include, but not limited to Grouting of cracks around pipes and or along apron.

- Repair and or adjustment of flood gates or valves.
- Cleaning and/or adjusting of “tide flex” valves or similar types of valves.
- Repair or replacement of coupling bands and/or gaskets.
- Replacing inlet grates.
- Replacing inspection plate.
- Replacing casting frame.
- Repair or replacement of sub-base out let drain pipes.

Method of Measurement:

Payment will be on a per unit basis, repair of structures less than six (6) feet in depth and repair of structures greater than six (6) feet in depth.

<i>Pay item</i>	<i>pay unit</i>
MINOR REPAIR OF DRAINAGE STRUCTURE LESS THAN SIX (6) FEET IN DEPTH.	UNIT
MINOR REPAIR OF DRAINAGE STRUCTURE GREATER THAN SIX (6) FEET IN DEPTH	UNIT

Note: All labor and equipment cost required for the repair of drainage structures shall be included in the bid price for this item. RE at his discretion shall pay the material cost by the force account item when the invoices are submitted.

Construction of New Drainage Structures:

This item covers construction or installation of new Inlets (different types) or Manholes (different types) at the discretion and direction of RE. Contractor shall install pre-cast inlets and pre-cast manholes only for the required depth limit unless otherwise directed by RE.

Payment for the installation or construction of new inlets or manholes shall be made according to the various bid prices per unit only and all the labor and equipment required for the installation or construction of inlet or manhole shall be included in the bid price for the item.

Basis of Pay:

Basis of payment will be changed to:

<i>Pay Item</i>	<i>Pay unit</i>
INLET TYPE A UPTO 5' DEEP	UNIT
INLET TYPE A MORE THAN 5' DEEP	UNIT
INLET TYPE B UPTO 5' DEEP	UNIT
INLET TYPE B MORE THAN 5' DEEP	UNIT
INLET TYPE E UPTO 5' DEEP	UNIT
INLET TYPE E MORE THAN 5' DEEP	UNIT

Note: At the discretion of RE, material for the new inlets and/or manholes, disposal of recycle/reuse or waste material required shall be paid by Force Account item when original invoices from original vendors are submitted. Payment for the disposal of Reuse/ Recycle or Waste material generated during the construction of new drainage structures shall be made by Force Account item when weight tickets from NJDEP approved Reuse/Recycle disposal facility are submitted and agreed to by RE. Excavation shall be paid by the excavation unclassified bid item. Any sheeting/shoring required during excavation for more than 6 feet of depth shall be paid by the force account item.

602.03.02 Inlets and Manholes

THE FOLLOWING HAS BEEN ADDED TO THIS SUBSECTION:

The contractor shall be required to use Precast Inlets and Manholes unless otherwise directed by the R.E. All labor and equipment will be included in the bid Item "Inlets" and bid item "Manholes".

SECTION 603 – SLOPE AND CHANNEL PROTECTION

603.03.03 Riprap stone slope or Channel Protection:

The following is added:

At the discretion and direction of RE, the Contractor shall use this item of Riprap stones 6" thick to provide protection to the waterways in the outfall or ditch area only when flare end pipes are required to be installed. This bid item Riprap stones 6" thick shall not be used with any other bid item.

<i>Item</i>	<i>Pay Unit</i>
Riprap stone slope protection	Square Yard (S.Y.)

SLOPE PROTECTION

The following is added:

At the discretion and direction of RE, Contractor shall repair the slope using but not limited to Geo textiles, Rip Rap stones of the appropriate size, DGA if required and ¾" stones if required. All labor, material and equipment cost to provide adequate slope protection to the affected area shall be included in the bid price for this item. No additional payment for including but not limited to excavation and transportation of the material, Riprap stone will be made for this item. The slope protection work shall be performed according to the sub section 603.03.03 Rip Rap Slope Protection.

<i>Item</i>	<i>Pay Unit</i>
Slope Protection	Square Yard

Note: At the RE's discretion, riprap stone material of equal to or more than 12" thickness shall be provided and force account payment shall be considered when the invoices for material are submitted. No additional payment for labor, equipment or transportation of material shall be considered. At the RE's discretion, contractor shall use Gabion walls for slope protection and Gabion walls will be paid by the regular contract item at the bid price.

TRENCH REPAIR

At the discretion and direction of RE, contractor shall repair a trench or sink hole on or off the State highway created due to adverse weather conditions or breakage of the drainage system. All labor and equipment cost to repair the Trench or sink hole shall be included in the bid price for this item. Contractor shall restore the surface at the original level after the completion of the work.

<i>Item</i>	<i>Pay Unit</i>
Trench Repair	Cubic Yard

Note: Payment for the material like ¾” stones and hot mix asphalt used to restore the surface shall be paid by Force Account item when original invoices from original vendor are submitted and agreed to by RE. Excavation if required shall be paid by Excavation Unclassified bid item.

GABION WALLS

604.03.01 Gabion Walls:

The following is added:

At the discretion and direction of RE, Contractor shall install or construct a Gabion Wall protection to the directed location. All labor, material and equipment cost to construct and install the Gabion Walls shall be included in the bid price for this item. No additional payment shall be made for including but not limited to install geotextiles or consulting of Manufacturer etc.

<i>Item</i>	<i>Pay Unit</i>
Gabion wall	Cubic Yard

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.03.02 Concrete Sidewalks, Driveways, and Islands

H. Protection and Curing.

THE LAST SENTENCE IS CHANGED TO:

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

SECTION 607 – CURB

607.03.01 Concrete Barrier Curb

D. Placing Concrete.

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

DIVISION 800 – LANDSCAPING

SECTION 801 – SELECTIVE VEGETATION REMOVAL

801.03.02 SELECTIVE CLEARING

B. Selective Clearing.

THE FOLLOWING IS ADDED:

Remove un-wanted vegetation and debris along and in existing open waterways such as streams, ditches, swales etc., and around drainage systems intakes & outfalls and around existing drainage structures.

All work will be at the direction of the RE within the limits needed to provide a positive flow of the entire drainage system being addressed.

Recycling and disposal of waste material, generated by this work, shall be handled as specified in 202.03.07.

The Contractor must submit weight tickets for reused/ recycled material and disposable materials to the RE from NJDEP approved facilities on monthly basis.

Note: Payment for the disposal of Reuse/ Recycle or Waste material generated during selective clearing shall be made by Force Account item when weight tickets from NJDEP approved Reuse/Recycle disposal facility are submitted and agreed to by RE.

SECTION 811 – PLANTING

811.03.01 Planting

E. Excavation for Plant Pits and Beds.

THE LAST SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Obtain RE approval before reusing topsoil from the excavated pits.

I. Watering.

THE FIRST PARAGRAPH IS CHANGED TO:

Water plants with sufficient frequency and quantity to ensure that the soil surrounding the root system remains moist but not saturated.

811.03.02 Plant Establishment Period

THE THIRD AND FOURTH PARAGRAPHS ARE CHANGED TO:

The Department will reinspect the plants annually for ____ years, beginning approximately 1 year after the start of the plant establishment period. If the Department determines that plants need to be replaced after each inspection, replant plants as specified in 811.03.01 within 3 weeks of notification. If replacing outside of the optimal planting season as specified in Table 811.03.01-1, only use containerized or balled and burlapped plants that are certified as being dug dormant.

2. Maintenance Bond.

Provide a bond to the Department in the amount of \$_____.

SECTION 909 – DRAINAGE

THE FOLLOWING SUBPART IS ADDED:

909.02.09 Fiberglass Pipe for Bridge Storm Drainage

Fabricate fiberglass pipe conforming to ASTM D2996, RTRP-12EA1-2122 and fiberglass pipe fittings conforming to ASTM D3840.

Ensure that all fiberglass pipe, fittings and adhesives use pigmented resin throughout the wall and the color is concrete gray or designated color with UV stabilized resin. Painted gel-coat or exterior coating is not acceptable.

Ensure that adhesives are in accordance with the pipe manufacturer and adhesive manufacturer's recommendations.

THE FOLLOWING IS ADDED:

919.15 POLYESTER MATTING

Provide polyester matting of commercial quality that is a composite of polyester base fiber and vinyl chloride resin and is permeable to air and water, but shall prevent sunlight from reaching the soil. Ensure that the matting resists ultraviolet light, mildew and algae. Ensure that the matting is self-extinguishing when removed from flame. Ensure that the matting has a minimum thickness of 1/4 inch.

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 thereto, are hereby made a part of this contract and are binding upon the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

"It is the policy of this company that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will take Affirmative Action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

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

IV. DISSEMINATION OF POLICY

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

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

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

V. RECRUITMENT

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

VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS

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

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

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

VII. PERSONNEL ACTIONS

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

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

VIII. TRAINING AND PROMOTION

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

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

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

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

IX. UNIONS

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

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

X. SUBCONTRACTING

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

XI. RECORDS AND REPORTS

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

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

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

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

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

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

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

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

STATE ATTACHMENT NO. 2

PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

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

STATE ATTACHMENT NO. 3

AMERICANS WITH DISABILITIES ACT 100% STATE FUNDED CONTRACTS

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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**.
- B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.
- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.

- D. Prospective Small Businesses whose registration applications are denied or rejected by the New Jersey Commerce and Growth Commission are ineligible for participation on the project to meet Small Business goals, regardless of any pending appeal action in progress.
- E. A directory of registered Small Businesses Enterprise firms is available upon request to the New Jersey Commerce and Growth Commission or the New Jersey Department of Transportation, Division of Civil Rights/Affirmative Action. The directory is to be used as a source of information only and does not relieve the Contractor of their responsibility to seek out Small Businesses Enterprises not listed.

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

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

VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS

- A. Contractors are required to submit annually on their due date, their firm's Affirmative Action Program to the Division of Civil Rights/Affirmative Action. Contractors must have an **approved** Affirmative Action Program in the Division of Civil Rights/Affirmative Action no later than seven (7) State business days after receipt of bids. No recommendations to award will be made without an approved Affirmative Action Program on file in the Division of Civil Rights/Affirmative Action.
- B. The Annual Affirmative Action Program will include, but is not limited to the following:
 1. The name of the company's Liaison Officer who will administer the Small Business Enterprise Program.
 2. An explanation of the affirmative action methods used in seeking out and considering Small Business Enterprises as subcontractors, material suppliers or equipment lessors.

3. An explanation of affirmative action methods which will be used in seeking out future Small Business Enterprises as subcontractors, material suppliers or equipment lessors after the award of the contract and for the duration of said project.
- C. The following shall be submitted either with the bid or to the Division of Civil Rights/Affirmative Action no later than seven (7) state business days after the receipt of bids.
1. SBE "FORM A" - Schedule of SBE Participation. The Contractor shall list all SBEs that will participate in the contract including scope of work, actual dollar amount and percent of total contract to be performed. This form should be submitted only if the goal level established for the contract have been met or exceeded;

Note: If a change occurs to the Contractor's original Form A submission which was previously approved by the Division of Civil Rights/Affirmative Action, a Revised Form A must be submitted naming the replacement Small Business Enterprise subcontractors. A written explanation should be included with the submission of the revised Form A.
 2. Request for Exemption - In the event the Contractor is unable to meet the specified goal level, that Contractor must submit a written request for a partial or full exemption from the SBE goal. This request shall include the names of all SBE firms that the contractor will utilize on the contract and shall describe the specific work to be performed by each SBE together with the actual dollar amount of that work. Additionally, this request must address the Contractor's efforts to make Reasonable Outreach Efforts as enumerated in Section VIII.
 3. Additional Information - The Department in its sole discretion may request additional information from the Contractor prior to award of the contract in order to evaluate the Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by the department. The Contractor shall, prior to the award of the contract, submit a completed SBE "Form A", even if it has been granted an exemption from the SBE goal.

VIII. REASONABLE OUTREACH EFFORTS

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

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform SBE's of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and small business enterprise-focus media for at least 20 days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to SBE's that their interest in the contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by SBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with SBE's for specific sub-bids including at a minimum
 1. The names, addresses and telephone numbers of SBE's that were contacted;
 2. A description of the information provided to SBE's regarding the plans and specifications for portions of the work to be performed; and
 3. A statement of why additional agreements with SBE's were not reached;
- F. Information regarding each SBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the SBE in obtaining bonding or insurance required by the Bidder or the Department.

IX. ADMINISTRATIVE RECONSIDERATION

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

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

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

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

XI. CONSENT BY DEPARTMENT TO SUBLETTING

- A. The Department will not approve any subcontracts proposed by the Contractor unless and until said contractor has complied with the terms of this SBE Utilization Attachment.
- B. The Contractor shall provide the Resident Engineer with a listing of firms, organizations or enterprises to be used as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs.
- C. Notification of a subcontractor's termination shall be sent to the Department by the Contractor through the Resident Engineer.

XII. CONCILIATION

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

XIII. DOCUMENTATION

- A. Records and Reports

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

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

XIV. PAYMENT TO SUBCONTRACTORS

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

XV. SANCTIONS

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

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 :

[HUNTERDON](#) , [MERCER](#) , [MIDDLESEX](#) , [MONMOUTH](#) , [OCEAN](#) , [SOMERSET](#) , [STATE WIDE RATES](#)

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

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

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

Your confirmation number is 032213.

IP ADDRESS: 160.93.74.169

Confirmation Number: 032213
DATE OF REQUEST: JAN 20 2012 10:21:34

PUBLIC BODY (OWNER) WHO WILL BE AWARDING CONTRACT:

Name: NJDOT
FEIN: 000000000
Address: 1035, Parkway Ave
City: Ewing
State: NJ
Zip Code: 08625
Project Number:

REQUESTING OFFICER:

Officer Name: Dennis Diehl
Title: Principal Engineer
FEIN: 000000000
Company Name: NJDOT
Address: 1035, Parkway Ave
City: Ewing
State: NJ
Zip Code: 08625
Phone Number:
Email Address:

Proposed Advertising Date:
Estimated Value of Contract: \$

OFFICER WHO WILL RECEIVE CERTIFIED PAYROLL:

Name:
Company Name:
Address:
City:
State: NJ
Zip Code:

DESCRIPTION OF WORK:

Maint, Drainage Cleaning, Video and Repair Contract Central 2012

LOCATION:

Address:

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION CODE OF ETHICS FOR VENDORS

Introduction

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

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

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

NJDOT Code of Ethics for Vendors

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

(Continued on Page 2)

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

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

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

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

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

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

Chris Christie
Governor



James S. Simpson
Commissioner

Kim Guadagno
Lt. Governor

March 2010

NEW JERSEY DEPARTMENT OF TRANSPORTATION
PROPOSAL FOR CONSTRUCTION OF

PAGE 1

DP NUM 11412
BIDDER 3955

GENERATED 11-03-11
REVISED 12-05-11

MAINTENANCE DRAINAGE CLEANING, VIDEO AND REPAIR
CONTRACT, CENTRAL-2012, DP#11412
VARIOUS LOCATIONS IN CENTRAL REGION.
COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,
SOMERSET, AND WARREN-SOUTH OF ROUTE 57

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON 12-08-11

AT 10:00 A.M.

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

STATE OF NEW JERSEY

COUNTY OF CAMDEN

DAVID SMITH

(NAME)

I AM CEO OF THE

(TITLE)

FIRM OF MOUNT CONSTRUCTION CO., 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":

CONTRACT, CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,

BIDDER 3955

SOMERSET, AND WARREN-SOUTH OF ROUTE 57

GENERATED 11-03-11

REVISED 12-05-11

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
SECTION 0001					
ROADWAY					
0001	FORCE ACCOUNT 109006M	1,000.00	DOLL	1.00	1,000.00
0002	PERFORMANCE BOND AND PAYMENT BOND 151003M		LUMP SUM	0.01	0.01
0003	OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE 152003P		LUMP SUM	0.01	0.01
0004	MOBILIZATION MMR004M	40.00	U	1,600.00	64,000.00
0005	EMERGENCY MOBILIZATION MMR006M	5.00	U	4,000.00	20,000.00
0006	FIELD OFFICE EQUIPMENT MMG007M		LUMP SUM	10,000.00	10,000.00
0007	CELLULAR PHONE SERVICE MMG005M		LUMP SUM	2,500.00	2,500.00
0008	CONSTRUCTION LAYOUT 157003M		LUMP SUM	0.01	0.01
0009	CAUTION FENCE 158003M	100.00	LF	0.01	1.00
0010	SILT FENCE 158006M	200.00	LF	0.01	2.00
0011	HAYBALE 158015M	200.00	U	0.01	2.00
0012	TEMPORARY STONE CHECK DAM 158021M	300.00	CY	0.01	3.00
0013	TEMPORARY SLOPE DRAIN 158024M	300.00	LF	0.01	3.00

Check: 4629EC65

Amendment Count: 2

CONTRACT, CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,
SOMERSET, AND WARREN-SOUTH OF ROUTE 57

BIDDER 3955

GENERATED 11-03-11

REVISED 12-05-11

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0014	FLOATING TURBIDITY BARRIER, TYPE 2 158045M	200.00	LF	0.01	2.00
0015	ABSORBENT BOOM 158066M	100.00	LF	0.01	1.00
0016	OIL ONLY EMERGENCY SPILL KIT, TYPE 1 158072M	2.00	U	0.01	0.02
0017	BREAKAWAY BARRICADE 159003M	30.00	U	0.01	0.30
0018	DRUM 159006M	30.00	U	0.01	0.30
0019	TRAFFIC CONE 159009M	100.00	U	0.01	1.00
0020	CONSTRUCTION SIGNS 159012M	200.00	SF	0.01	2.00
0021	FLASHING ARROW BOARD, 4' X 8' MMR060M	60.00	DAY	0.01	0.60
0022	VARIABLE MESSAGE SIGN MMD006M	20.00	DAY	0.01	0.20
0023	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND FLASHING ARROW BOARD, 4' X 8' MMG008M	200.00	DAY	400.00	80,000.00
0024	TRAFFIC DIRECTOR, FLAGGER 159141M	200.00	HOUR	0.01	2.00
0025	FLOOD LIGHTS FOR NIGHTTIME OPERATIONS MMD004M	20.00	DAY	0.01	0.20
0026	EXCAVATION, UNCLASSIFIED 202009P	3,000.00	CY	100.00	300,000.00
0028	DISCHARGE PUMP MMD007M	800.00	MH	0.01	8.00

CONTRACT, CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,
SOMERSET, AND WARREN-SOUTH OF ROUTE 57

BIDDER 3955

GENERATED 11-03-11

REVISED 12-05-11

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0029	RIPRAP STONE SLOPE PROTECTION, 6" THICK MMD021M	200.00	SY	10.00	2,000.00
0030	REPLACE PIPE UP TO 24" DIAMETER R.C.P. MMD024M	1,000.00	LF	0.01	10.00
0031	REPLACE PIPE UP TO 24" DIAMETER H.D.P.E. MMD024M	750.00	LF	0.01	7.50
0032	REPLACE PIPE FROM 25" TO 48" DIAMETER R.C.P. MMD024M	700.00	LF	0.01	7.00
0033	REPLACE PIPE FROM 25" TO 48" DIAMETER H.D.P.E. MMD024M	600.00	LF	0.01	6.00
0034	REPLACE PIPE FROM 49" TO 72" DIAMETER R.C.P. MMD024M	400.00	LF	0.01	4.00
0035	REPLACE PIPE FROM 49" TO 72" DIAMETER H.D.P.E. MMD024M	300.00	LF	0.01	3.00
0036	REPLACE PIPE FROM 73" TO 96" DIAMETER R.C.P. MMD024M	400.00	LF	0.01	4.00
0037	REPLACE PIPE FROM 73" TO 96" DIAMETER H.D.P.E. MMD024M	200.00	LF	0.01	2.00
0038	TRENCHLESS PIPE REPAIR UP TO 36" DIAMETER MMD046M	800.00	LF	0.01	8.00
0039	TRENCHLESS PIPE REPAIR FROM 37" TO 72" DIAMETER MMD046M	600.00	LF	0.01	6.00
0040	TRENCHLESS PIPE REPAIR FROM 72" TO 96" DIAMETER MMD046M	200.00	LF	0.01	2.00

CONTRACT, CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,
SOMERSET, AND WARREN-SOUTH OF ROUTE 57

BIDDER 3955

GENERATED 11-03-11

REVISED 12-05-11

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0041	MINOR REPAIR OF STRUCTURES, LESS THAN 6' IN DEPTH MMD029M	20.00	U	0.01	0.20
0042	MINOR REPAIR OF STRUCTURES, GREATER THAN 6' IN DEPTH MMD030M	20.00	U	0.01	0.20
0043	RETROFIT COVER PLATE FOR INLET CURB PIECE MMD042M	150.00	U	170.00	25,500.00
0044	SUBBASE OUTLET DRAIN 601404P	300.00	LF	0.01	3.00
0045	VIDEO INSPECTION OF PIPE 601664M	55,000.00	LF	3.50	192,500.00
0046	CLEANING EXISTING PIPE, 12" TO 24" DIAMETER 601670M	35,000.00	LF	1.50	52,500.00
0047	CLEANING EXISTING PIPE, OVER 24" TO 48" DIAMETER 601672M	15,000.00	LF	1.00	15,000.00
0048	CLEANING EXISTING PIPE, OVER 48" TO 72" DIAMETER 601674M	3,000.00	LF	0.50	1,500.00
0049	CLEANING EXISTING PIPE, OVER 72" TO 96" DIAMETER 601676M	2,000.00	LF	0.50	1,000.00
0050	CLEANING EXISTING DRAINAGE STRUCTURE MMD014M	2,000.00	LF	20.00	40,000.00
0051	INLET, TYPE A UP TO 5' DEEP 602009M	6.00	U	0.01	0.06
0052	INLET, TYPE A MORE THAN 5' DEEP 602009M	6.00	U	0.01	0.06
0053	INLET, TYPE B UP TO 5' DEEP 602012M	6.00	U	0.01	0.06

CONTRACT, CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,
SOMERSET, AND WARREN-SOUTH OF ROUTE 57

BIDDER 3955

GENERATED 11-03-11

REVISED 12-05-11

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0054	INLET, TYPE B MORE THAN 5' DEEP 602012M	6.00	U	0.01	0.06
0055	INLET, TYPE E UP TO 5' DEEP 602018M	6.00	U	0.01	0.06
0056	INLET, TYPE E MORE THAN 5' DEEP 602018M	6.00	U	0.01	0.06
0057	MANHOLES 602055M	5.00	U	0.01	0.05
0058	GABION WALL 604003P	200.00	CY	150.00	30,000.00
0059	RESET FENCE 605212P	50.00	LF	0.01	0.50
0060	CONCRETE SIDEWALK, 4" THICK 606012P	350.00	SY	20.00	7,000.00
0061	9" X 20" CONCRETE VERTICAL CURB 607024P	300.00	LF	10.00	3,000.00
0062	9" X 8" HOT MIX ASPHALT CURB 607087P	200.00	LF	10.00	2,000.00
0063	RESET BEAM GUIDE RAIL WITH EXISTING POSTS 609063M	700.00	LF	0.01	7.00
0064	SELECTIVE CLEARING 801012M	1,000.00	SY	20.00	20,000.00
0065	TREE REMOVAL OVER 6" TO 24" DIAMETER MMD033M	20.00	U	0.01	0.20
0066	TOPSOILING, 4" THICK 804006P	850.00	SY	0.01	8.50
0067	FERTILIZING AND SEEDING, TYPE F 806018P	2,000.00	SY	1.00	2,000.00
0068	TOPSOIL STABILIZATION, TYPE 1 MAT 807003M	900.00	SY	1.00	900.00

Check: 4629EC65

Amendment Count: 2

LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				DOLLARS CT	DOLLARS CT
0069	REPAIR OF SLOPE PROTECTION MMB081M	450.00	SY	30.00	13,500.00
0070	TRENCH REPAIR MMD045M	200.00	CY	170.00	34,000.00
0071	REMOVAL OF PAVEMENT 202021P	300.00	SY	100.00	30,000.00

TOTAL SECTION 0001 ROADWAY 950,008.16

TOTAL PRICE 950,008.16

(THIS SPACE FOR DEPARTMENT USE ONLY)

EXTENSIONS AND ADDITIONS OF ITEMS IN THIS PROPOSAL HAVE BEEN VERIFIED. ERRORS, IF ANY, HAVE BEEN IDENTIFIED AND CORRECTED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS.

Bruce Young

EXAMINER
BUREAU OF CONSTRUCTION SERVICES, NJDOT

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

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

I. AFFIRMATIVE ACTION

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

II. 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)

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.

MAINTENANCE DRAINAGE CLEANING, VIDEO AND REPAIR

PAGE 10

CONTRACT, CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,
SOMERSET, AND WARREN-SOUTH OF ROUTE 57

BIDDER 3955

GENERATED 11-03-11

REVISED 12-05-11

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

Check: 4629EC65

Amendment Count: 2

BIDDER'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CARE FULLY EXAMINED THE ADVERTISEMENT, SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED Maintenance Drainage Cleaning, Video and R

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.

DP# 11412

Bid Date: November 29, 2011

Maintenance Drainage Cleaning, Video and Repair Contract, Central - 2012
Various locations in Central Region.
Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset and Warren-
South of Route 57.

ADDENDUM NO. 1

Page 1 of 1

The date for receipt of Bids is CHANGED to December 8, 2011.

DP# 11412

Bid Date: December 8, 2011

Maintenance Drainage Cleaning, Video and Repair Contract, Central - 2012
Various locations in Central Region.
Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset and Warren-
South of Route 57.

ADDENDUM NO. 2

Page 1 of 2

A REVISED SPECIAL PROVISIONS HAS BEEN POSTED.

The following sections of special provisions have been revised:

Section 155: Office Equipment

Section 159: Traffic Control Truck with Mounted Crash Cushion and Flashing Arrow Board 4' by 8'

Section 201: Clearing Site

Section 202.01: Excavation

Section 202.03.06: Removal of Pavement

Section 600: Clean Existing Pipe and Structures
Replace Pipe
Drainage Structures
Minor repair of Drainage Structures
Cleaning Existing drainage structures
Trenchless Pipe Repair

Section 602: Retrofit Cover for Catch Basin ("B" inlets) Curb Head
Cleaning of Minor Repair of Drainage Structure
Construction of New Drainage Structures
Inlets and Manholes

Section 603: Slope Protection
Trench Repair

Attachment No. 4 of the Special Provisions

DP# 11412

Bid Date: December 8, 2011

Maintenance Drainage Cleaning, Video and Repair Contract, Central - 2012
Various locations in Central Region.
Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset and Warren-
South of Route 57.

ADDENDUM NO. 2

Page 2 of 2

The following Changes are made to the proposal:

<u>Pay Item No.</u>	<u>Remarks</u>
5	Quantity Change
23	Modified the Item No., Unit and Quantity
27	Deleted
65	Modified the Description
71	New Item

These proposal changes are available from the NJDOT Bid Express web site as Amendment No. 2

The following are questions from Bid Ocean Company and the responses to the questions:

Question No. 1: We would like to know the a) size, b) type and c) approximate length of the pipes to be installed.

Response: Refer to the proposal items.

Question No. 2: Will there be any boring associated with the installation of the pipes? If there is, will it be a) jack & bore or b) directional drill?

Response: Refer to **REVISED SPECIAL PROVISIONS** Section 601 Replace Pipe.
Also refer to **Section 104 Scope of Work, Pg. No. 4 of Special Provisions** which states that "The Department will or will not specify the equipment or methodology employed for cleaning and cleaning and repairing of the drainage system"

MAINTENANCE DRAINAGE CLEANING, VIDEO AND REPAIR
CONTRACT, CENTRAL-2012, DP#11412
VARIOUS LOCATIONS IN CENTRAL REGION.
COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,
SOMERSET, AND WARREN-SOUTH OF ROUTE 57

PAGE 13

DP NUM 11412
BIDDER 3955

GENERATED 11-03-11
REVISED 12-05-11

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGEMENT

Acknowledgement is hereby made of the receipt of ADDENDA Nos. 1 through 2 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: 4629EC65 Amendment Count: 2

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.

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,CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,

BIDDER 3955

SOMERSET, AND WARREN-SOUTH OF ROUTE 57

GENERATED 11-03-11

REVISED 12-05-11

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,CENTRAL-2012, DP#11412

VARIOUS LOCATIONS IN CENTRAL REGION.

DP NUM 11412

COUNTIES OF HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN,

BIDDER 3955

SOMERSET, AND WARREN-SOUTH OF ROUTE 57

GENERATED 11-03-11

REVISED 12-05-11

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: CEO

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. No ***

I HEREBY CERTIFY AS FOLLOWS:

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

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

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

NAME: DAVID SMITH

Check: 4629EC65 Amendment Count: 2

111153



State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JAMES S. SIMPSON
Commissioner

2012 JAN 25 PM 3:13
CONSTRUCTION SERVICES
PROCUREMENT DIVISION

RECEIVED

January 10, 2012

Mr. David S. Smith, President
Mount Construction Co., Inc.
427 South White Horse Pike
Berlin, NJ 08009

**Re: Maintenance Drainage Cleaning, Video and Repair Contract, Central-2012;
Various locations in Central Region, 100% State, DP No: 11412.**

Dear Mr. Smith:

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated Maintenance Drainage Cleaning, Video and Repair Contract, Central-2012; Various locations in Central Region, 100% State, DP No: 11412. to your firm on January 4, 2012. The Contract amount is (\$950,008.16). 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 or his/her designee. 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.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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

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

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

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

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

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

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY.

Re: Initial Project Workforce Report - Construction, FORM AA-201

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

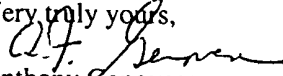
Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/ccmail.shtml

Please complete and submit Form AA-201 as follows:

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

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

Very truly yours,

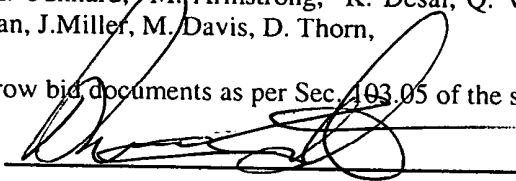

Anthony Genovese
Director
Division of Procurement

AG/jj

cc:D. Boes, K. Abbott, A. Rossi, Eli D. Lambert, III P.E., R. Shaw, K. Patel , A. Genovese, P. Adams, D. Martin, A. Tunnard, M. Armstrong, K. Desai, Q. Viernes, G. Maryak, A. Desai, H. Bhanderi, M. Moran, J. Miller, M. Davis, D. Thorn,

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

Authorized Signature



Print Name:

DAVID SMITH

Title:

CEO

CONTRACT

THIS AGREEMENT Made this 17th day of February in the year two thousand twelve, between the Department of Transportation of the State of New Jersey, herein after referred to as the Department, and Mount Construction Co., Inc. with a principal office location at 427 S. White Horse Pike Berlin, NJ 08009 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 Drainage Cleaning, Video and Repair Contract, Central-2012; Various locations in Central Region, Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset, and Warren- South of Route 57; 100 % State, PE No: 2621588, CE No: 2621586, DP No: 11412.

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 **nine hundred fifty thousand, eight dollars and sixteen cents (\$950,008.16).**

OVER

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

Department of Transportation
of the State of New Jersey

Eli D. Fasht III

State Transportation Engineer

Date: 2/17/12

Witness, Attest, Affix Seal:

by Cassidy L. ...
Secretary

New Jersey Department of Transportation

Date: February 17, 2012

Witness or attest:

Janet Finnigan
Asst. Corp. Secretary

Janet Finnigan

(Also print or type name)

David Smith
Mount Construction Co., Inc.

Authorized Officer

CEO

Title of Officer

DAVID SMITH

(Also print or type name)

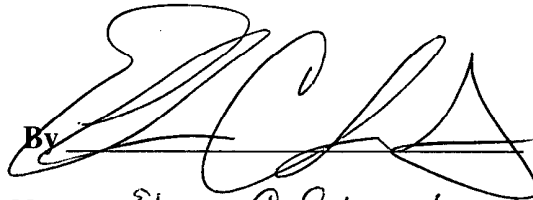
AFFIX SEAL IF A CORPORATION

Maintenance Drainage Cleaning, Video and Repair Contract Central-2012
Various Locations in the Central Region, 100% State
DP No: 11412.

OFFICE OF THE ATTORNEY GENERAL

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

Jeffrey S. Chiesa
Attorney General of New Jersey

By 

Name: Elaine C Schwartz

Deputy Attorney General

Date 2/17/12